

QUANTUM ORIGIN TERMS AND CONDITIONS

The following Quantum Origin Terms and Conditions (“**Terms and Conditions**”) including any attachment appended hereto form part of the Agreement between Supplier and Customer (each a “**Party**” and together the “**Parties**”) for the provision of Software by Supplier to Customer.

The Agreement applies to the provision of the Software and any related services as detailed in the Order Form, and incorporates the version of the Terms and Conditions identified in the Order Form. Each Order Form gives rise to a separate Agreement. The latest version of these Terms and Conditions is published by Supplier on the Quantum Origin Site and may be updated by Supplier from time to time, but such changes shall not apply to any existing Order Form. The Agreement will commence on the Effective Date.

The Parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1. “**Affiliate**” means any legal entity that controls, is controlled by, or is under common control with a Party. An entity is deemed to “control” another entity if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority of the other entity or to otherwise direct the affairs or management of the other entity.
- 1.2. “**Agreement**” means the Order Form together with the applicable version of these Terms and Conditions, and any Statement of Work.
- 1.3. “**Authorised User**” means the employees and independent contractors of an entity, who are entitled to access and use the Software in accordance with the Agreement on such entity’s behalf, and are bound by written confidentiality and restricted use obligations at least as protective as the provisions contained in the Agreement.
- 1.4. “**Confidential Information**” means all written or oral information, disclosed, directly or indirectly, by either Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), related to the business or operations of the Disclosing Party or a third party that has been marked or otherwise identified as confidential or that by the nature of the information or circumstances surrounding its disclosure ought reasonably to be understood as being confidential or proprietary. Confidential Information of Supplier includes the Software, Support and Maintenance, Maintenance Updates and Documentation
- 1.5. “**Contract Terms**” means a legally binding agreement between Customer and its End User Customers for Customer Products that are Supplied pursuant to Section 2.3 under terms consistent with the Agreement insofar as such Contract Terms relate to the Software incorporated in Customer Products.
- 1.6. “**Contract Year**” means each period of twelve months beginning on the Effective Date or an anniversary of it.
- 1.7. “**Customer**” means the entity identified as such in the Order Form.
- 1.8. “**Customer Products**” means (a) hardware or other physical products created by or for Customer to be sold, leased, distributed or otherwise supplied to End User Customers that incorporate the Software (“**Customer Physical Products**”); or (b) software products created by or for Customer to be licensed or otherwise distributed to End User Customers that incorporate the Software (“**Customer Software Products**”); or (c) hosted services provided solely by Customer using the Software within Customer’s computing environment to End User Customers (“**Customer SaaS Products**”), in each case as set out on the Order Form or as otherwise approved by Supplier in writing, and solely for End User Customer’s Internal Use.
- 1.9. “**Documentation**” means any then-current user manual, handbook or other documentation for the Software made available by Supplier for Customer’s use.
- 1.10. “**End User Customer**” means any individual or legal entity to which Customer Products have been sold, licensed or otherwise commercially distributed by Customer or through Customer’s authorized resellers, distributors or channel partners, in accordance with the Agreement. For clarity, End User Customer excludes Customer and its Affiliates, and any entity using Customer Products solely for Customer’s Internal Use.
- 1.11. “**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.
- 1.12. “**Evaluation Software**” means the Software as detailed on the Order Form that is provided for evaluation purposes and/or designated as beta, early access, preview, pre-release, or other similar designation.
- 1.13. “**Fees**” means the applicable fees payable by Customer to Supplier set forth in the Order Form, and any applicable taxes in accordance with Section 6.
- 1.14. “**Intellectual Property Rights**” means all intellectual and industrial property rights of any type or nature recognised in any jurisdiction in the world, including copyrights, moral rights and other rights associated with works of authorship; trade secrets and know-how; patents, patent rights, and other rights in inventions; trade marks (whether registered or unregistered), trade names, trade dress, service marks, logos, symbols and other source identifiers; and including applications and registrations for, and extensions, continuations, renewals, and re-issuances of any of the foregoing.

- 1.15. **“Internal Use”** means use of the Software solely by an entity’s Authorised Users, only for such entity’s internal business operations and purposes, and within such entity’s computing environment (including on-premises systems, private cloud, and third-party hosted environments controlled by the entity). Internal Use expressly excludes: (a) providing software as a service, hosting, service bureau, time-sharing or outsourcing services, or other similar services to third parties; (b) distributing, sublicensing, renting, leasing or reselling the Software to third parties; or (c) allowing access to or use of the Software by any other person or entity other than those authorized under this Agreement.
- 1.16. **“Maintenance Updates”** means any release of the Software that may include security fixes, critical patches, general maintenance and new functionality or that otherwise amends or updates the Software, delivered to Customer under the Agreement as part of Support and Maintenance.
- 1.17. **“OEM Rights”** means rights granted as detailed on the Order Form permitting Customer to incorporate the Software in Customer Products in order to generate randomness and keys for use within the Customer Product.
- 1.18. **“Order Form”** means a non-cancellable order form executed by both Parties setting out: (a) a description of the Software and any Statement of Work; (b) Term; (c) Fees; and (d) any other terms relating to the Software that the Parties have agreed upon.
- 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 Origin Site”** means <https://quantinuum.com>, including without limitation all sub-domains thereof, and any successor or related site designated by Supplier.
- 1.21. **“Software”** means Supplier’s software known as Quantum Origin, including any Maintenance Updates, as set out in the Order Form, and all related Documentation, but expressly excluding Third Party Software.
- 1.22. **“Software Instance Report”** means a report submitted by Customer to Supplier setting out the total instances of Software created by Customer in accordance with the rights granted under Section 2.2 in respect of the relevant calendar quarter.
- 1.23. **“Statement of Work”** means a written statement of work attached to the Order Form setting out the terms for services provided by Supplier in respect of any non-recurring engineering services requested by Customer in connection with the Software.
- 1.24. **“Supplier”** means the Quantinuum Group legal entity identified in the Order Form.
- 1.25. **“Supplier Technology”** has the meaning set out in Section 16.1 of these Terms and Conditions.
- 1.26. **“Supply”** means (a) for any Customer Physical Product, sell, lease, distribute or otherwise supply; (b) for any Customer Software Product, license or otherwise distribute; and (c) for any Customer SaaS Product, provide as a hosted service; and **“Supplied”**, **“Supplies”** shall be interpreted accordingly.
- 1.27. **“Support and Maintenance”** means the technical and operational support service, including Maintenance Updates, available from Supplier to Customer in respect of the Software in accordance with Attachment A.
- 1.28. **“Term”** means the term of the Agreement as specified in the Order Form.
- 1.29. **“Territory”** means the countries specified in the Order Form provided that no such country therein is listed on any U.S., U.K. or EU sanctions lists.
- 1.30. **“Third Party Licenses File”** means a software file or folder typically named ‘THIRDPARTYLICENSES’ located within the Software and/or Documentation.
- 1.31. **“Third Party Software”** has the meaning set out in Section 3.2 of these Terms and Conditions.
- 1.32. **“Warranty Period”** means the period of ninety (90) calendar days starting on the date of the mutually agreed upon final delivery of Software to Customer.

2. Rights Granted

- 2.1. The Agreement applies to the provision of the Software and any services or Supplier Technology as detailed on the Order Form and any Statement of Work. Upon signature by the Parties, the Order Form incorporates the version of the Terms and Conditions identified in the Order Form and any attached Statement of Work. Save as explicitly stated elsewhere in the Agreement, in the event of a conflict or inconsistency between the provisions of the documents that make up the Agreement, the documents will control in the following decreasing order of precedence: the Order Form, Statement of Work, these Terms and Conditions.
- 2.2. Subject to Section 2.3 below, during the Term of the Agreement, and in consideration of the rights and obligations of the Parties in the Agreement, Supplier grants to Customer a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license in the Territory to use and reproduce the number of instances of the Software purchased by Customer, in accordance with the Order Form, for Customer’s own Internal Use and only for the purpose of exercising the rights granted under the Agreement.
- 2.3. During the Term of the Agreement, and in consideration of the rights and obligations of the Parties in the Agreement, where OEM Rights are stated as included on the Order Form, Supplier further grants to Customer a revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license in the Territory to (a) incorporate the

Software in Customer Products, and (b) Supply (including through Customer's authorized resellers, distributors or channel partners, and tiers thereof) such Customer Products to End User Customers, provided that the Customer Products are Supplied under legally binding Contract Terms. For the avoidance of doubt, the Software must be distributed, and Customer may grant End User Customers a right to use the Software, only as incorporated in Customer Products (i.e., not stand alone or independent from, or with, any other products), and subject to any further restrictions set out in the Order Form. Where Customer is granted OEM Rights, Customer shall not use or create instances of the Software for Customer's own Internal Use, other than to the extent necessary to facilitate incorporating the Software into Customer Products.

- 2.4. If any additional services are purchased by Customer in connection with the Software, the Parties will agree a written Statement of Work.

3. Restrictions and Customer Obligations

- 3.1. Customer's use of the Software and any Supplier Technology under the Agreement shall be subject to the following restrictions and obligations:
- (a) Subject to Section 2.3, Customer shall not store, backup, archive, use or copy the Software at any location other than a Customer environment in the Territory that is a controlled, secure area or system to which access is limited to the Authorised Users of Customer, unless otherwise agreed by the Parties in writing in the Order Form.
 - (b) Customer shall be entitled to maintain copies of the Software (other than those permitted under Sections 2.2 and 2.3) only for backup or archival purposes.
 - (c) Except as otherwise expressly permitted in the Agreement, Customer shall not modify or create derivative works of the Software.
 - (d) Customer shall ensure that all End User Customers enter into Contract Terms consistent with the Agreement and notify them that the Software may be used only as incorporated in the Customer Products and may not be extracted from or used independently of the Customer Products.
 - (e) Customer shall not use the Software or Supply Customer Products: (i) for any military or other non-civilian use; (ii) in any manner that does, or may, cause any person physical or mental harm or death; or (iii) in order to develop or support, or assist another party, including without limitation any End User Customers, in developing or supporting, any products or services, or directly or indirectly engaging in any business, competitive with the Software or Supplier's business.
 - (f) No other rights or licenses are granted to Customer, except as expressly granted in the Agreement, and Supplier or its licensors retain all rights or licenses not expressly granted.
 - (g) The limited licenses granted under the Agreement shall terminate upon termination or expiry of the Agreement, unless otherwise agreed by the Parties in writing.
- 3.2. Except as otherwise expressly provided in the Order Form, nothing in this Agreement gives Customer any right to receive or use any source code for the Software. Where Supplier does provide any such source code to Customer, Customer shall use that source code solely as specified in the Order Form, and shall not permit, authorize, license or sublicense any third party to view or use that source code except as expressly stated in the Order Form. The licences in Sections 2.2 and 2.3 do not apply to any such source code.
- 3.3. The Software is distributed with certain open source software components and other third party software (together "**Third Party Software**"). Any Third Party Software shall be subject to the terms and conditions of the applicable Third Party Software license(s) and are not covered by the terms of the Agreement. Unless explicitly stated, the terms of the Third Party Software licenses apply to the Third Party Software independent of the terms of the Agreement. Details relating to such Third Party Software may be presented to Customer at the time of installation or detailed in the Third Party Licences File(s) or set out in the Order Form. Customer's use of such Third Party Software is subject to Customer's compliance with the applicable Third Party Software licence(s). Third Party Software is provided "AS IS" and Supplier expressly disclaims all representations, warranties, conditions or other terms, express or implied, including without limitation the implied warranties of non-infringement, satisfactory quality, and fitness for a particular purpose. Customer acknowledges and agrees that Supplier shall have no liability to Customer from any claims resulting from Customer's use of the Third Party Software.
4. **Support and Maintenance.** Subject to Customer's payment of Fees for Support and Maintenance as specified in the Order Form, Supplier will provide Support and Maintenance for the Software during the Term. Supplier is under no obligation to provide any Support and Maintenance to any third parties including, without limitation, Customer's End User Customers.
5. **Retention of Software**
- 5.1. Customer is permitted to copy Software solely as required to support an authorized use and as authorized in Section 2. The Software is licensed not sold. Customer acquires no rights in the Software other than as expressly provided by the

Agreement. Customer shall not remove from the Software any copyright notice or other notice and shall ensure that such notice is reproduced in any copies of the whole or any part of the Software made by Customer to support an authorized use. Customer must retain on each copy all notices embedded within the Software and as required by Supplier's identification and marking requirements. All copies of Software, whether provided by Supplier or made by Customer, shall remain the property of Supplier or its licensors.

- 5.2. All Software constitutes or contains Intellectual Property Rights of Supplier or its licensors. Except as otherwise expressly permitted under this Agreement, Customer shall not make Software available in any form to any person other than Customer's Authorized Users whose job performance requires such access. Customer shall protect all rights of Supplier or its licensors and shall not reverse engineer, decompile, disassemble, or otherwise translate or derive any trade secrets embodied in the Software, in whole or in part, or the source code for any components of the Software, or attempt to do so (except as otherwise expressly permitted by applicable law, in which case, prior to exercising its rights Customer shall permit Supplier a reasonable period of time to rectify any issues giving rise to such rights). Unless expressly authorized in the Agreement, Customer shall not create any derivative works based on the Software.
- 5.3. Customer shall provide Supplier with a Software Instance Report quarterly, and at other times upon written request. Where OEM Rights are stated as included on the Order Form, Customer shall include in the Software Instance Report the number of Customer Products created or Supplied.

6. Fees and Payment

- 6.1. Customer agrees to pay Supplier the applicable Fees as set forth in the Order Form. Supplier shall not be entitled to increase Fees more frequently than once annually.
- 6.2. The Fee(s) exclude sales taxes and other applicable taxes. All applicable taxes shall be payable by Customer in accordance with relevant legislation in force at the relevant tax point, including value added taxes, sales and use taxes or other similar taxes. Customer shall pay all amounts due under the Agreement in full without any deduction or withholding. Without limiting the foregoing, in the event that payment of any sums due to Supplier under the Agreement becomes subject to any deduction or withholding in respect of or on account of tax, Customer shall pay to Supplier such additional sum as may be required in order that the net amount actually received and retained by Supplier under the Agreement (after such deduction or withholding has been made) shall be equal to the full amount that would have been received and retained by Supplier had no such deduction or withholding been required to be made.
- 6.3. Payments shall be made by electronic transfer. Unless otherwise specified in the Order Form, Supplier's invoices are due and payable in full within thirty (30) days from the date of the invoice, and payments shall be made by electronic transfer. If Customer does not pay any Supplier invoice in full within the applicable time period, in addition to any other rights or remedies of Supplier, Supplier may add an interest charge of 4 per cent (4%) per annum above the US Prime Rate from time to time; this interest will begin to accrue on the day after the payment due date and will accumulate on the outstanding balance on a daily basis until paid in full.
7. **Audit.** Customer shall maintain comprehensive records and accounts sufficient to demonstrate compliance with its obligations under the Agreement, including but not limited to payment of applicable Fees and to verify the data in any Software Instance Report. Supplier shall have the right to make an examination and audit, by prior appointment, during normal business hours and not more than once annually during the Term and for 7 years thereafter, Customer's premises, software environment, hardware on which the Software is being kept or used, and relevant records and accounts that may contain information regarding Customer's exercise of its rights and the performance of its obligations under the Agreement. Supplier's costs of such audit will be borne by Supplier unless it shows a shortfall exceeding 5%, in respect of any period to which the audit relates, between the amount actually paid by Customer and the amount due to be paid by Customer, in which event (without affecting or prejudicing any other rights Supplier may have) Customer will pay in full Supplier's costs (which for the avoidance of doubt will include any reasonable costs of any Supplier nominee in carrying out the audit) and the amount of the shortfall, within 14 days of the date of Supplier's invoice for such costs and/or shortfall.

8. Confidentiality

- 8.1. The Receiving Party shall maintain in confidence the Confidential Information disclosed by the Disclosing Party and apply security measures no less stringent than the measures that such Receiving Party applies to its own like information, but not less than a reasonable degree of care, to prevent unauthorized disclosure and use of the Confidential Information. The period of confidentiality shall be indefinite with respect to each Party's Confidential Information.
- 8.2. The Receiving Party may disclose Confidential Information received from the Disclosing Party in the following circumstances: (a) disclosure to third parties to the extent that the Confidential Information is required to be disclosed pursuant to a court order or as otherwise required by law, provided that the Receiving Party promptly notifies the Disclosing Party upon learning of such requirement and has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure (including but not limited to making an application for a protective order); (b) disclosure to nominated third parties under written authority from the original Disclosing Party of the

Confidential Information; and (c) disclosure to the Receiving Party's and its Affiliates' employees, contractors, investors, legal counsel, accountants or professional advisors that have a need to know such information, provided that such counsel, accountants or professional advisors are bound by confidentiality obligations at least as protective as those contained in this Agreement.

9. Supplier Warranty

- 9.1. Supplier warrants that during the Warranty Period the unmodified Software, when properly used, will conform in all material respects to the functional specifications set out in the Documentation and any applicable Statement of Work. If within the Warranty Period, Customer notifies Supplier in writing of any defect or fault, and such defect or fault does not result from unauthorized installation or modification, other misuse, or use in combination with any other software not provided by Supplier, Supplier shall, at Supplier's option: (a) repair or modify the Software; (b) replace the Software; or (c) terminate the Agreement by notice in writing to Customer and refund the price paid upon return of the Software back to Supplier, provided Customer provides all the information that may be necessary to assist Supplier in resolving the defect or fault, and is otherwise in compliance with the Agreement. This warranty represents Supplier's entire liability to Customer and Customer's exclusive remedy for nonconforming Software.
- 9.2. Supplier does not warrant: (a) that Customer's use of the Software will be uninterrupted or error-free; or (b) that the Software will meet Customer's requirements; or (c) that any defects or faults will be corrected.
- 9.3. Except as set out above, or as otherwise agreed by the Parties in writing in the Order Form, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement and the Software, Supplier Technology and any services are provided to Customer on an "as is" basis. The warranty set out in this Section 9 is exclusive and applies solely to Customer. It does not apply to any customer of Customer or any third party and Supplier does not have any warranty obligation to any sub-licensee.

10. Evaluation Licenses and Pre-Release Software

- 10.1. Notwithstanding anything to the contrary in this Agreement, if the Order Form states that the Software is provided as Evaluation Software, the following provisions shall apply:
 - (a) **Scope of License.** The license of the Evaluation Software shall be restricted to internal evaluation purposes only in Customer's own non-production environment as specified in the Order Form. Customer shall have no right to Supply Customer Products incorporating Evaluation Software.
 - (b) **No Warranties.** The Evaluation Software is provided "as is" without warranties or conditions of any kind and the limited warranty in section 9.1 shall not apply.
 - (c) **No Indemnification.** Supplier shall have no obligation to defend, indemnify, or hold harmless Customer against any claims, suits, actions, proceedings, damages, liabilities, or expenses arising from or related to the Evaluation Software. In particular (without limitation), the Supplier's indemnification obligations in Section 14 shall not apply.
 - (d) **No Service Level Agreements.** Supplier shall have no obligation to meet any service level agreements, uptime guarantees, performance metrics, or similar commitments with respect to the Evaluation Software. In particular, without limitation, Section 4 shall not apply.
 - (e) **Assumption of Risk.** Customer acknowledges that the Evaluation Software may contain errors, bugs, or other defects and may not perform as expected. Customer assumes all risks associated with the use of the Evaluation Software.
 - (f) **Termination.** Either Party may terminate the license of any Evaluation Software immediately by notice in writing to the other Party, and upon such termination Customer shall immediately cease use of that Evaluation Software and destroy or return to Supplier (at Supplier's option) all copies of the Evaluation Software in Customer's possession and certify in writing to Supplier that it has done so.
- 10.2. The provisions of this Section 10 shall (in respect of any Evaluation Software) prevail over any inconsistent or conflicting provisions in the Agreement.

11. Liabilities

- 11.1. EXCEPT FOR THE LIMITED WARRANTY UNDER SECTION 9, OR AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE AGREEMENT, SUPPLIER DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE THAT RELATE TO THE AGREEMENT OR SOFTWARE OR SUPPLIER TECHNOLOGY, INCLUDING WITHOUT LIMITATION WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE OR SUPPLIER TECHNOLOGY AND ANY OTHER SOFTWARE OR MATERIALS THAT SUPPLIER MAY MAKE AVAILABLE DURING THE TERM.

- 11.2. NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY ARISING OUT OF OR CONNECTED TO: (A) A BREACH OF SECTION 8 (CONFIDENTIALITY); (B) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (C) GROSS NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR WILFUL MISCONDUCT; (D) IN RESPECT OF CUSTOMER, THE PAYMENT OF ANY FEES DUE IN ACCORDANCE WITH THE AGREEMENT; OR (E) ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.
- 11.3. SUBJECT TO SECTION 11.2:
- (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR: (I) ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OR OPPORTUNITY, LOSS OF CONTRACTS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, OR LOSS OR CORRUPTION OF DATA OR INFORMATION, IN EACH CASE WHETHER DIRECT OR INDIRECT; OR (II) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THE AGREEMENT; AND
 - (b) EXCEPT FOR ANY LIABILITY WHICH IS COVERED BY SECTION 11.3(C) (WHICH SHALL NOT COUNT TOWARDS THE LIMITS SET OUT IN THIS SECTION 11.3(B), SUPPLIER'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, OR ITS SUBJECT MATTER, INCLUDING ANY INDEMNIFICATION OBLIGATION FOR ALL CLAIMS (NOT EACH CLAIM) ARISING IN EACH CONTRACT YEAR SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT IN RESPECT OF THAT CONTRACT YEAR; AND
 - (c) SUPPLIER'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY UNDER THE INDEMNITY SET OUT IN SECTION 14 (INDEMNITY) IN RESPECT OF ALL CLAIMS ARISING IN EACH CONTRACT YEAR IS LIMITED TO AN AGGREGATE AMOUNT OF THREE (3) TIMES THE AMOUNT OF THE TOTAL FEES PAID BY CUSTOMER UNDER THE AGREEMENT IN RESPECT OF THAT CONTRACT YEAR.
- 11.4. ALL DATES SUPPLIED BY SUPPLIER FOR THE DELIVERY OF THE SOFTWARE OR SUPPLIER TECHNOLOGY SHALL BE TREATED AS APPROXIMATE ONLY. SUPPLIER SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM ANY DELAY IN DELIVERY BEYOND SUCH APPROXIMATE DATES.
- 11.5. SUPPLIER SHALL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE AGREEMENT TO THE EXTENT THAT SUCH FAILURE ARISES DUE TO CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE AGREEMENT.
- 11.6. The provisions of this Section 11 shall survive the expiration or termination of the Agreement and shall apply to the maximum extent permissible under applicable law, even if a remedy provided herein should fail of its essential purpose.
12. **Authorised Users; End User Customers; Contract Terms.** Customer shall be responsible for ensuring that all Authorised Users and End User Customers comply with Customer's obligations under the Agreement and that Contract Terms with each End User Customer are consistent with the Agreement insofar as such Contract Terms relate to the Software incorporated in Customer Products. All Contract Terms will include provisions that: (i) notify End User Customers that the Software may be used only as incorporated in Customer Products; (ii) prohibit reverse engineering, decompilation, or disassembly of the Software; (iii) disclaim Supplier's liability to End User Customers; and (iv) acknowledge Supplier as a third-party beneficiary with respect to the Software. Upon Supplier's reasonable request, Customer shall certify compliance with this provision. Customer is responsible for acts and omissions of all Authorised Users and End User Customers relating to the Agreement as though they were Customer's own. Customer shall indemnify and hold harmless Supplier against any damages, losses, costs and fees (including legal costs and attorney's fees) arising out of or in connection with (a) any claim brought against Supplier by any Authorised User or End User Customer in relation to the Software or Customer Products, and/or (b) Customer's failure to enter into Contract Terms with its End User Customers and comply with Section 2.3. Noncompliance of this Section 12 shall constitute a material breach, which shall entitle Supplier to terminate the Agreement. This Section 12 shall survive termination or expiry of the Agreement.
13. **Reservation of Rights; Feedback**
- 13.1. Except as expressly stated herein, the Agreement does not grant Customer or any third party any rights to, under or in, any patents, copyright, database rights, trade secrets, trade names, trade mark (whether registered or unregistered), or any other rights or licences in respect of any part of the Software, the Supplier Technology or to any of Supplier's Intellectual Property Rights.
- 13.2. Notwithstanding any term to the contrary contained in the Agreement, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, Authorised Users or End User Customers relating to the operation or use of Supplier's services and products ("**Feedback**") will not be considered Customer's Confidential Information and will be received and treated by Supplier on a non-confidential and unrestricted basis. Supplier shall own

all rights (including Intellectual Property Rights) in any Feedback and nothing in the Agreement will restrict the right of Supplier to use, profit from, disclose, publish, or otherwise exploit any Feedback.

- 13.3. If, for any reason, Customer acquires (whether by operation of law, contract, assignment or otherwise) any rights (including Intellectual Property Rights) in the Software or any Feedback, Customer hereby unconditionally and irrevocably assigns (by way of a present and, where appropriate, future assignment), with full title guarantee, its entire rights, title and interest in and to all such rights to Supplier and shall undertake all activities required by Supplier in order to formalise and perfect such assignment.

14. Indemnity

- 14.1. Supplier will defend and indemnify Customer against any suit or proceeding made or brought against Customer by a third party alleging that Customer's use of the unmodified Software (as made available by Supplier and used in accordance with this Agreement) infringes such third party's Intellectual Property Rights and Supplier will indemnify Customer from any damages, reasonable attorneys' fees and costs finally awarded against Customer or amounts paid by Customer in any final settlement in connection with any such claim, suit, or proceeding. Supplier's obligations to defend and indemnify under this Section 14 shall only apply if Customer: (a) notifies Supplier promptly in writing of the suit or proceeding; (b) grants Supplier sole authority and control of the defense or settlement of the suit or proceeding; (c) does not settle or compromise the defense of the suit or proceeding, or concede or admit liability or wrongdoing, or enter into any judgment or settlement regarding any indemnified loss, without Supplier's prior written consent; and (d) provides Supplier all reasonable information and assistance to settle or defend the suit or proceeding. Supplier's obligations under this Section 14 will only apply to the extent that the above conditions are satisfied.
- 14.2. If a suit or proceeding is made, Supplier may without any admission of liability, be entitled at its option to: (a) replace or modify the Software to make it non-infringing; or (b) procure for Customer the right to continue using the Software.
- 14.3. If neither of Section 14.2(a) or 14.2(b) is possible, Supplier shall be entitled to require return of the Software and terminate the Agreement, provided that in the event of a termination of the entire Agreement, Customer shall not be obligated to pay any further fees, and Supplier shall refund fees paid in advance by Customer on a pro rata basis in respect of any period following such termination.
- 14.4. Supplier shall have no liability under this Section 14 to the extent that it is based upon: (a) the use of other than a current unaltered and non-infringing release of the Software delivered by Supplier to Customer, (b) the combination, operation, or use of the Software with equipment, devices, third party services, or software, including any Customer Product, not supplied by Supplier if no infringement would have occurred absent such combination, operation, or use; (c) the alteration or modification of the Software that was not made by Supplier if no infringement would have occurred absent such alteration or modification; or (d) any claim or infringement by an affiliate of Customer.
- 14.5. Customer shall indemnify and hold harmless Supplier, against any damage or loss (including legal costs), arising out of or in connection with any claim: (a) to the extent liability arises from Customer specifications or requirements that are incorporated into the Software; (b) that Software is used by Customer in connection with any illegal activity; (c) based on misrepresentations made by Customer.
- 14.6. This Section 14 states Supplier's entire liability to Customer and Customer's exclusive remedy for any alleged Intellectual Property Rights infringement by the Software.

15. Term, Termination and Effect of Expiry or Termination

- 15.1. **Term.** The Term of the Agreement will commence on the Effective Date and continue in effect until expiry or until terminated in accordance with the terms below.
- 15.2. **Termination for Cause.** Either Party may terminate the Agreement if the other Party: (a) becomes the subject of any bankruptcy, winding-up, dissolution, insolvency event or any similar proceedings; or (b) commits a material breach of any term of the Agreement which breach is irremediable, or if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so (including for failure to pay any Fees due).
- 15.3. **Termination by Supplier.** Supplier may terminate the Agreement or any Statement of Work (in whole or in part) where: (a) Supplier is required to do so by, or is prevented from complying with its obligations under the Agreement, due to an order from a government or regulator, or due to the requirements of applicable law; or (b) it is strictly necessary for Supplier to terminate the Agreement (or part thereof) due to a legitimate business interest of Supplier or its Affiliates, provided that in the event of a termination of the entire Agreement or any Statement of Work by Supplier under Section 15.3(b), Customer shall not be obligated to pay any further fees, and Supplier shall refund fees paid in advance by Customer on a pro rata basis in respect of any period following such termination.
- 15.4. **Effect of Expiry or Termination.** Following expiry or termination of the Agreement: (a) all rights and licences granted under the Agreement (except as set out in Section 15.5, and excluding any perpetual licences) shall terminate; (b) all applicable services shall cease; (c) each Party shall return or destroy Confidential Information of the other Party; (d) Customer shall immediately destroy or return to Supplier (at Supplier's option) all copies of the Software in Customer's possession, and certify in writing to Supplier that it has done so; (e) Customer remains responsible for all Fees Customer

has incurred up to the date of expiry or termination, and all outstanding Fees due for the period of the Term, whether or not such Fees have become due at the date of expiry or termination, except as set out in Sections 9.1, 13.3 and 14.3; (f) any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect; and (g) termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- 15.5. **Limited Survival.** The right of End User Customers to use the Software incorporated in Customer Physical Products sold outright to such End User Customers by Supplier in accordance with Section 2.3, prior to expiry or termination of the Agreement, shall survive such expiry or termination.

16. Export and Sanctions

- 16.1. Customer shall not export, reexport or transfer (directly or indirectly) the Software, any Customer Products, or any technology, products or technical information acquired from Supplier under the Agreement (together “**Supplier Technology**”) in breach of any applicable laws or regulations relating to the export, reexport or transfer of software, technology or other goods or services (including United Kingdom, European Union and United States export laws and regulations) (“**Export Control Laws**”) to any country for which such Export Control Laws, at the time of export, reexport or transfer, require a licence or other governmental approval without first obtaining such licence or approval. Customer undertakes to comply with all Export Control Laws, and, if requested by Supplier, to provide Supplier with any reasonable assistance to enable Supplier to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.
- 16.2. Customer shall comply with all embargo and economic sanction laws and regulations (including those of the United Kingdom, European Union and the United States) that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain countries, or for certain end uses or end users. Prohibited destinations include Russia, Cuba, Iran, North Korea, Syria, Crimea region of Ukraine, and the so-called Donetsk People’s Republic and Luhansk People’s Republic.
- 16.3. Customer represents and warrants to Supplier, at the time of signing the Agreement and at all times during the Term, that neither it nor any Authorised Users or End User Customer’s Users are on any sanctions list, nor are they owned 50% or more (directly or indirectly) or controlled by one or more parties that are on any sanctions list, nor will they use the Software or Supplier Technology for any end use or to provide any of them (or access to any of them) to any end user or other party prohibited under applicable export controls, including but not limited to those of the United Kingdom, European Union and the United States and the end use and end user restrictions in Part 744 of the US Export Administration Regulations.
- 16.4. Noncompliance of this Section 16 shall constitute a material breach, which shall entitle Supplier to terminate the Agreement. This Section 16 shall survive termination or expiry of the Agreement.

17. Governing Law and Jurisdiction

- 17.1. The Agreement shall be governed by and construed under the laws of England and Wales, without regard to the conflict of laws principles thereof, and any legal suit, action or proceeding arising out of or relating to the Agreement will be commenced in the courts of England.
- 17.2. Notwithstanding Section 17.1, if Customer’s jurisdiction of incorporation is in the United States or Canada, the Agreement shall be governed by and construed under the laws of the State of New York, U.S.A. without regard to the conflict of laws principles thereof, and any legal suit, action or proceeding arising out of or relating to the Agreement will be commenced in the courts of New York, New York State, U.S.A..
- 17.3. The Parties irrevocably agree that the courts of the jurisdiction applicable in accordance with Sections 17.1 and 17.2 shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). Both Parties hereby submit to the jurisdiction of such courts for the purposes of any such suit or proceeding and irrevocably waive any claim that such forum is inconvenient or inappropriate. The Parties agree that Sections 17.1 and 17.2 shall not prevent either Party from bringing proceedings in a court in another jurisdiction solely for the limited purpose of applying for any equitable remedies or injunctions in relation to the Agreement.
- 17.4. The United Nations Convention on Contracts for the International Sale of Goods 1980, and any successor law, shall not apply to the Agreement.
- 17.5. Other than Affiliates of Supplier, no third party shall have any enforcement rights under the Agreement.

18. General

- 18.1. **Compliance with laws.** Each Party covenants that it will perform all activities under or pursuant to the Agreement in accordance with all applicable legal requirements.
- 18.2. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements (including any confidentiality or non-disclosure agreements), promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.3. **Assignment and other dealings.** Save as provided below in this Section 18.3, neither Party may assign or otherwise transfer the Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other Party. An assignment shall be deemed to include, without limitation: (a) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of the party, whether through the acquisition of voting securities, by contract or otherwise; or (b) the sale of more than fifty percent (50%) of the party's assets whether in a single transaction or series of transactions. Supplier may assign any or all of its rights and obligations under the Agreement to any Affiliate, or in connection with the sale of its business or merger with any other entity or a change of control through a stock purchase transaction.
- 18.4. **Notice.** All notices required or authorized under the Agreement must be in writing and shall be deemed given when delivered by hand, or within 3 business days when posted by certified mail or internationally recognised courier service, to the other Party at its registered address.
- 18.5. **No Waivers.** No failure or delay by a Party to exercise any right of remedy provided under the Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 18.6. **Force Majeure.** Neither Party shall be in breach of the Agreement nor liable for failure or delay in the performance of its obligations hereunder as a result of a force majeure event, such as fire, explosion, act of nature, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such Party, provided that the Party uses reasonable efforts to mitigate the effect of the force majeure event.
- 18.7. **Rights and Remedies.** Except as expressly provided in the Agreement, all rights, remedies and powers of the Parties hereunder are not exclusive and shall be in addition to all other rights, remedies and powers to which it may be entitled by law.
- 18.8. **Restricted Rights Notice.** The Software and Supplier Technology provided under the Agreement consist solely of commercial items. Customer shall be responsible for ensuring that any Software and Supplier Technology provided to the US Government in accordance with the terms of the Agreement is provided with the rights and restrictions described herein.
- 18.9. **Counterparts.** The Agreement or any attachment may be executed by the Parties on the same or in separate counterparts, including by electronic or digital signature. All signed counterparts will constitute one and the same instrument.
- 18.10. **Severability.** If any provision or part provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the other provisions of the Agreement. If any provision or part provision of the Agreement is deemed deleted under this Section 18.10 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.11. **Marketing.** [Neither Party will (a) make any public communication, statement, announcement or press release with respect to the Agreement and/or Customer's use of the Software, or (b) use the other Party's name or trademarks in any marketing or publicity material, without the other Party's prior written approval.]
- 18.12. **Anti-Bribery and Corruption.** Each Party covenants that it shall comply with all applicable anti-corruption laws, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, and shall not directly or indirectly offer, promise, give, request, agree to receive, or accept any improper financial or other advantage in connection with this Agreement. Each Party shall ensure that its personnel, agents, and subcontractors comply with this provision.
- 18.13. **Survival.** Any term or condition of the Agreement which expressly or by implication is required for the interpretation of the Agreement or necessary for the full observation and performance by each Party of all rights and obligations arising prior to the date of expiration or termination shall survive the expiration or termination of the Agreement for any reason.

Attachment A

Support and Maintenance Policy

1. Annual Support and Maintenance services are optional and can be contracted or extended by Customer at any time during the Term as defined in the Agreement.

Upon termination of Support and Maintenance, Supplier will be reimbursed for all reasonable costs and non-cancellable commitments incurred in the performance of this work and for which Customer has not yet paid.

2. An Order Form contracting the annual Support and Maintenance services must be executed by the Parties before the annual Support and Maintenance services are to be considered as ordered.
3. Support and Maintenance includes:
 - (a) technical support by e-mail (during regular UK business hours) via origin-support@quantinuum.com (the “Support Request”), and
 - (b) Maintenance Updates.
4. Supplier will use reasonable efforts to respond to Support Requests in accordance with the Target Response Time set out below, provided that Customer’s appropriate contacts are readily available to assist Supplier.

Severity Level	Definition	Target Response Time
Critical	Applicable to production environment only: The situation halts Customer’s business operations and no reasonable workaround exists.	4 Hours
Major	Applicable to production environment only: Major functionality is impacted or significant performance degradation is experienced; the situation is causing a high impact to portions of Customer’s business operations and no reasonable workaround exists.	8 Hours
Minor	There is a partial, non-critical loss of use of the Software with a medium-to-low impact on Customer’s business, which continues to function; short-term workaround is available, but not scalable.	2 UK business days
Low	An enquiry regarding a routine technical issue; information requested on Software capabilities, navigation, installation or configuration; bug affecting a small number of users; and a reasonable workaround is available.	5 UK business days

5. Customer is required to establish and maintain processes as necessary to manage first line support for its Authorised Users of the Software. If after reasonable efforts Customer is unable to diagnose or resolve the error(s), Customer’s authorized technical contact(s) may create a Support Request.
6. Customer’s authorized technical contacts must be knowledgeable about the Software to work with Supplier to analyse and resolve a Support Request. They are responsible for engaging Supplier’s technical support and monitoring the resolution of all Support Requests and escalated support issues.
7. Each Support Request should include (i) Customer’s contact details, (ii) a detailed description of the issue, (iii) the severity level in accordance with the table above; (iv) the impact on Customer’s business operations, and (v) any relevant supplementary information. Supplier reserves the right to upgrade or downgrade the severity level in alignment with the impact on Customer’s business operations as assessed by Supplier having regard to each issue described in a Support Request.

8. Support and Maintenance is only available for hardware and software configured as specified in the Documentation and for the latest version of the Software delivered by Supplier to Customer. Where it is reasonably able to do so, Supplier, at its absolute discretion, may provide support for prior Software versions that have not been retired.
9. Supplier does not represent or warrant that Support and Maintenance will remedy any problem. Services provided by Supplier beyond Support and Maintenance will be subject to additional fees.
10. **Additional Limitations on Support and Maintenance**

Supplier shall be under no obligation to provide support in respect of:

- (a) problems resulting from the modifications or customisation of the Software not made by Supplier;
- (b) incorrect or unauthorised use of the Software or operator error where such use or operation is not in accordance with the Documentation;
- (c) any fault in Customer's hardware or software environments; and
- (d) use of the Software with computer hardware, operating systems or other supporting software other than those specified in the Documentation.