

INQUANTO PLATFORM ACCESS ONLINE TERMS AND CONDITIONS

INQUANTO PLATFORM ACCESS T&Cs

1. TERMS AND CONDITIONS

These InQuanto Platform Access Terms and Conditions together with the attached Schedules:

- Schedule 1 Additional Terms for Software;
- Schedule 2 Additional Terms for Tier 1 and Tier 2 Support & Maintenance; and
- Schedule 3 Description of Platform Packages

(together “T&Cs”) form part of the Agreement between Licensor and the Customer for InQuanto Platform access.

The latest version of these T&Cs is published by Licensor online and can be found via the link to “License Agreements” at the Quantinuum Site <https://quantinuum.com> as applicable at the Effective Date and may be updated by Licensor from time to time.

NOTE: Third-Party Software may be automatically downloaded to Customer hardware when the InQuanto Software is downloaded, and therefore Customer (and its Authorized Users) must not download or use the InQuanto Software unless it has first read and agrees to comply with all Third-Party Additional Terms.

2. INTERPRETATION

2.1 The definitions and rules of interpretation in this condition apply to the Agreement.

Additional Terms: means any additional terms for any Open-Source Software or other Third-Party Software relating to the Software as set out in Schedule 1 and as may be amended by Licensor and intimated to the Customer from time to time or for Support & Maintenance as set out in Schedule 2.

Affiliate: means, in respect of any legal entity, any other legal entity that controls, is controlled by, or is under common control with Licensor. 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.

Agreement means the Order Form, together with the applicable version of these T&Cs.

Authorized Users: means the Customer, and any of its employees, or any third party/person (who is not listed on any country’s sanctions list) accessing or using the Platform; using any Authorized User’s login credentials and/or acting on Customer’s behalf, who is expressly authorized by virtue of such individual’s relationship to or permissions by Customer to access the Platform pursuant Customer’s rights under the Agreement. All Authorized Users will be (i) subject to the Licensor’s export compliance screening process outlined in condition 3 below; and (ii) identified to the Licensor by the Customer.

Content: means all data, software, and information of any nature, whether protected or not by any intellectual property right, that Customer or any Authorized User provides to Licensor, grants access to Licensor, or inputs into the Platform (including without limitation all Input Data and Output Data).

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 giving rise to indemnified claims.

Covered Proceedings: means demands, suits, claims, actions, proceedings, or investigations that result in, or occur because of, indemnified claims.

Customer: means the person or entity identified as such in the Order Form.

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Effective Date: means the Effective Date specified in the Order Form, and if not specified, the date on which the Order Form has been fully executed by both parties.

Emulator Service: means the emulator service which allows users to virtually experience usage of the Quantinuum System by the Customer and Authorized Users during the Agreement.

H-System Quantum Credits or HQCs: are a representation of the size of quantum computational job run on the system and are neither units of time nor money. Access to the Quantinuum System is metered through use of the HQCs. Customer and Authorized Users are prohibited from sublicensing, selling, reselling or delivering HQCs. The amount of HQCs Customer receives will depend on i) the Platform Package Customer subscribes for, and ii) the number of Authorized Users. 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.

Indemnitees: means each respective party and its Affiliates, and each of their officers, directors, employees, members, managers, shareholders, representatives, and third-party licensors.

Initial Licence Period: means the time period during which Licensor agrees to make the specified Platform Packages available to the Customer commencing on the Effective Date, namely if Tier 0, then 30 days; if Tier 1 or Tier 2, then 12 months; in each case, unless otherwise specified in the Order Form, and unless or until suspended or terminated in accordance with the Agreement.

Input Data: means data and other information that Customer or Authorized Users input, upload, transfer, transmit or make available or accessible in relation to the Platform.

Intellectual Property Rights or IPR: means and includes any rights, title and interest in any ideas, technological innovations, discoveries, know-how, trade secrets, inventions, derivative works, modifications, improvements and enhancements, computer programs, computer software, scientific and mathematical models, quantum circuits, formulas, processes, methods, business methods, writings, illustrations, photographs, patents, utility models, rights to inventions, copyright (including in code and algorithms) and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets), proprietary rights, moral rights (including rights of authorship and modification), and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Licence Fee: means the licence fee payable by the Customer to Licensor as set out in the Order Form. The Licence Fee payable shall be determined by reference to the relevant Tier and number of Authorized Users specified in the Order Form.

Licence Period: means the Initial Licence Period and any Renewal Term, during which Licensor shall provide the Platform to Customer, unless or until suspended or terminated in accordance with the Agreement.

Licensor: means the Quantinuum Group legal entity identified in the Order Form.

Maintenance Release: means the release of the Software updates, upgrades and patches that corrects faults, adds functionality or otherwise amends or upgrades the Software.

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Nexus Platform Site: means Licensor’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.

Open-Source Software or “OSS”: means open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>).

Order Form: means a non-cancellable order form executed by both parties setting out: (a) the Platform Package the Customer is purchasing from Licensor; (b) Initial Licence Period; (c) Licence Fee; (d) any other terms relating to the InQuanto Platform that the parties have agreed upon.

Output Data: means the data derived or produced from, or calculated based on, Customer’s or its Authorized Users’ Input Data, that Customer or its Authorized Users receive as a result of their use of the InQuanto Platform.

Person: means any individual or entity.

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 the person’s physical, psychological, mental, economic, cultural, or social identity.

Platform: means the enterprise ready quantum chemistry platform based on the relevant Platform Package, which includes i) the Quantinuum System ii) Emulator Service, and iii) Software. Remote access to and use of the Platform is dependent on the Platform Package Customer licenses.

Platform Documentation: means and includes technical or other documentation related to the access and use of the Platform.

Platform Package: means and refers to the various resources packages on offer to be licensed by Customer, as set out in the Order Form, which currently includes i) unpaid access to Software together with limited access to Emulator Service for thirty (30) days, unless otherwise specified in the Order Form (“**Tier 0**”), ii) paid access to Software, the Emulator Service and Support & Maintenance (“**Tier 1**”), and iii) paid access to Software, the Emulator Service, the Quantinuum System and Support & Maintenance (“**Tier 2**”), and in the case of Tier 1 and Tier 2 as such applicable Platform Packages are further described in Schedule 3.

Prohibited Country: means China, Russia, Cuba, Iran, Syria, North Korea, the Crimea region of Ukraine, and the so-called Luhansk People’s Republic and Donetsk People’s Republic, and any destination subject to comprehensive sanctions or embargoes imposed by the United States, United Kingdom or European Union as specified pursuant to any applicable United States, United Kingdom or European Union laws and regulations including without limitation economic and trade sanctions laws, embargoes, and export control laws and regulations. For the avoidance of doubt, for the purposes of the Agreement: Hong Kong, Macau, and all other Special Administrative Regions of China (excluding Taiwan, Republic of China) shall be included in the definition of China; Crimea, Eastern Ukraine (including Luhansk, Donetsk, Kherson and Zaporizhzhia), Abkhazia, South Ossetia (including Shida Kartli, Racha, Imereti and Mtskheta-Mtianeti), and any other territory claimed, occupied, or controlled by Russia shall be included in the definition of Russia.

Quantinuum: means Quantinuum, an exempt limited company organized under the laws of the Cayman Islands.

Quantinuum Group: means Quantinuum and any of Quantinuum’s direct and indirect subsidiaries from time to time.

Quantinuum System: means Quantinuum’s trapped-ion quantum computer hardware, software, and/or test protocols designed to run quantum algorithms including any related documents, materials, and technical data

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accessible through the cloud and via online portals or interfaces such as APIs (individually or collectively, as the context may require).

Renewal Term: has the meaning provided in condition 4.1.

Schedule: means any schedule which forms part of the T&Cs.

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.

Software: means the InQuanto software, which is configured to allow users to perform quantum computational chemistry simulations on compatible quantum hardware and quantum simulators, which is licensed by the Customer during the Agreement.

Supplementary Terms: means, (a) 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); and (b) in respect of the Emulator Service and the Quantinuum System, supplementary terms for use of the Emulator Service and/or the Quantinuum System (namely, either the **Quantinuum System User Terms and Conditions** available at https://nexus.quantinuum.com/auth/terms_and_conditions/quantum_system/ or the **Quantinuum System Terms of Service** as agreed in writing between Customer and Licensor); and as detailed in the Order Form or presented to the Authorized User as a click-thru when accessing the Nexus Platform Site, the Emulator Service and/or the Quantinuum System.

Support & Maintenance: means and includes the Platform Documentation, together with provision of Maintenance Releases, and remote customer support as further described in Schedule 2 for Tier 1 and Tier 2 Customers.

Territory: means the country where the Customer is located as specified in the Order Form, provided that no such country therein is a Prohibited Country or Japan or Qatar.

Third-Party Additional Terms: means the additional terms and conditions relating to Third-Party Software (if any) as may be set out in the Additional Terms.

Third-Party Software: means the third-party software including OSS (if any) as set out in the Additional Terms.

Website Terms of Use: means the terms of use for Licensor websites <https://quantinuum.com/terms-conditions>, which may be updated from time to time.

- 2.2 Headings shall not affect the interpretation of the Agreement and references to conditions are to the conditions of these T&Cs.
- 2.3 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.

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3. DELIVERY & AUTHORIZED USERS

- 3.1 The Agreement applies to the provision of the Platform Package as detailed in the Order Form. Upon signature by the parties, the Order Form incorporates versions of the InQuanto Platform Access T&Cs, identified in the Order Form.
- 3.2 Once an Order Form has been fully executed by the parties, Licensor will enable Customer to access the InQuanto Platform. In operating the Customer account, Customer and its Authorized Users may be required to visit an internet portal or site, through which the Platform is to be accessed and Customer account is to be set up. The Customer shall appoint an administrator who shall be responsible for setting up the Customer account for use by Customer and its Authorized Users ("**Administrator**"). Customer (a) must implement and maintain policies and procedures reasonably designed to maintain the confidentiality of usernames, passwords, or other credentials; (b) must not knowingly allow (and must ensure Authorized Users do not knowingly allow) unauthorized users to use any Customer credentials or access the Customer account; (c) must (and must procure its Authorized Users to) promptly notify Licensor of any known unauthorized use, misuse, or breach of security related to the Customer account; (d) must maintain and promptly update Authorized User information if it changes, and promptly communicate such changes to Licensor; and (e) must comply with and require all Authorized Users to comply with the terms of the Agreement. Customer will perform the necessary actions for Authorized Users, including but not limited to providing to Licensor each intended Authorized User's name and domiciles, to enable Licensor to conduct the end use/end user screening to comply with the foregoing consolidated listing: http://2016.export.gov/ecr/eg_main_023148.asp. Customer agrees and confirms that it and the Authorized Users agree to disclosure of Authorized User information for such aforementioned purposes to Licensor. Licensor and its Affiliates shall have no responsibility with respect to any actions or inactions of Customer's Authorized Users, and Customer will be responsible for each Authorized User's compliance with the Agreement. Licensor and its Affiliates may use rights management features (e.g., lockout) to prevent unauthorized use; if Licensor uses such rights management features, Licensor will promptly notify Customer thereof and include a reasonable description of the rationale for such action. Customer may not sublicense access to or use of the Platform or resell any right to access or use the Platform or HQCs nor make copies of Software. Licensor shall deliver the Software via the Nexus Platform Site, by online (internet) download or such other medium as parties may agree.

4. LICENCE AND DURATION

- 4.1 Subject always to condition 14, the Agreement shall commence on the Effective Date and continue for the Licence Period, and terminate upon expiry thereof, or upon termination of the Agreement in accordance with its terms. The Licence Period shall expire after the Initial Licence Period, or where applicable after the Renewal Term, provided that, except as otherwise specified in the Order Form, the Licence Period for Tier 1 and Tier 2 Platform Packages shall automatically extend for successive periods of 12 months (each, a "Renewal Term"), unless either party gives not less than 2 months written notice, prior to expiry of the Initial Licence Period or the then current Renewal Term, that it does not wish such period to extend.
- 4.2 In consideration of the Licence Fee paid by the Customer to Licensor, and subject to Customer's strict compliance with the Agreement, Licensor grants to the Customer for the relevant Licence Period a personal, revocable, non-assignable, non-transferable, non-sublicensable, non-exclusive licence for the applicable Platform Package specified in the Order Form by way of remote access and use of the Platform, through a combination of API access credentials Licensor provides to Customer and internet download or access via a web portal (such as the Nexus Platform Site) using login credentials; provided that access to the Nexus Platform Site, the Emulator Service and the Quantinuum System 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.

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- 4.3 Use of the Software shall be restricted to use by Customer and its Authorized Users in encrypted code form for the purpose of the Customer's processing of its data for its internal business purposes. Use by any Person other than any Authorized User is strictly prohibited.
- 4.4 The Customer has no right (and shall not permit any Authorized User or third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part, nor attempt to discover any compiled binary executable component, or any quantum gate instructions, quantum circuits, quantum algorithms, or other quantum executable primitive, of the Software. To the extent that any reduction of the Software to human readable form is necessary for the purposes of integrating the operation of the Software with the operation of any other software or systems used by the Customer, then the Customer is legally obligated to first inform the Licensor in writing thereof, failing which the Customer shall be in material breach of the Agreement. Licensor may in its sole discretion authorise the Customer to perform the aforementioned action by providing the Customer the information necessary to achieve such integration.
- 4.5 Third-Party Software provided with the Platform shall be subject to the Third-Party Additional Terms and the terms of such licenses will apply to Third-Party Software in lieu of the Agreement. Licensor disclaims all warranties with respect to the use of Third-Party Software in the Platform, including without limitation any implied warranties of merchantability or fitness for a particular purpose or any warranty of non-infringement. 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 Licensor to make an offer to provide OSS source code or related information in connection with the OSS, such offer is hereby made.
- 4.6 The Customer shall at its cost and expense indemnify and defend the Licensor Indemnitees against all Covered Proceedings and hold them harmless from or against any loss or damage and pay or reimburse the Licensor Indemnitees for all Covered Liabilities, arising out of out of or in connection with any claims which Licensor Indemnitees may suffer or incur as a result of (a) any Customer breach of the Agreement, (b) the Customer's breach of any Third-Party Additional Terms (c) (i) third parties claims related to Licensor Indemnitees' possession, processing or use of Input Data, Output Data, Content or Personal Data in relation to the Agreement, or ii) Customer's or any Authorized User's infringement, misappropriation or violation of Licensor's or any of its Affiliates', or any third party's IPR (except if caused by or pursuant to Customer's authorized use of the Platform).
- 4.7 Licensor may treat the Customer's or any Authorized User's breach of any Supplementary Terms or Third-Party Additional Terms as a breach of the Agreement.
- 4.8 The Customer may not use any such information provided by Licensor or obtained by the Customer during any such reduction permitted under condition 4.4 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which is or would be restricted by any copyright subsisting in it.
- 4.9 Except as expressly permitted in writing by Licensor in accordance with the Agreement, the Customer shall not (a) sub-license, assign or novate the benefit or burden of the Agreement in whole or in part (b) allow the Software to become the subject of any charge, lien or encumbrance; and (c) deal in any other manner with any or all of its rights and obligations under the Agreement.
- 4.10 Licensor may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Agreement, and shall give written notice of such event to the Customer.
- 4.11 The Customer shall (a) ensure that the number of persons using the Platform does not exceed the Authorized User limit stated on the Order Form; (b) ensure that the Software is installed on designated equipment in the Territory only; (c) keep a complete and accurate record of the Customer's custody of the Software and its use by Authorized

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Users, and produce such record to Licensor on request from time to time; and (e) notify Licensor as soon as it becomes aware of any unauthorized use of the Software by any person.

- 4.12 The Customer shall permit Licensor to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and access any records kept in connection with this licence, for the purposes of ensuring compliance with the terms of this licence, provided that Licensor provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 4.13 Customer represents and warrants that it will comply (and will procure compliance by each Authorized User) with all applicable terms of the Agreement when accessing and using the Platform. Specifically, Customer shall not use the Platform 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 Platform 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 commercial purposes; (e) introducing, transmitting, or storing malicious code, malware, infected or corrupted Input Data, Output Data or Content, Trojan horse, self-replicating, or other computer instructions that may, without Licensor's knowledge or consent: (i) alter, destroy, inhibit, or discontinue the Platform; (ii) erase, destroy, corrupt, hold hostage, or modify any data, programs, materials, machine protocols, or information used or accessed by Licensor; or (iii) bypass or disable any internal security measure to obtain access to any Licensor's 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; (h) use in any application or situation where failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage, such as aircraft, motor vehicles or mass transport, nuclear or chemical facilities, life support or medical equipment, or weaponry systems; and/or (i) any use that would reasonably be expected to cause liability or harm to Licensor or its customers or breach the Agreement. FURTHER, BY ACCESSING OR USING THE PLATFORM OR ANY OF ITS CONSTITUTENT PARTS, CUSTOMER REPRESENTS AND WARRANTS AND THAT IT WILL COMPLY WITH (AND PROCURE ITS AUTHORIZED USERS TO COMPLY WITH) THE EXPORT COMPLIANCE SCREENING PROCEDURES IN CONDITION 3.2(E) AND ALL APPLICABLE LAWS INCLUDING DATA PRIVACY OR LOCALIZATION, ANTI-BRIBERY, TRADE SANCTIONS AND EXPORT CONTROL LAWS AND REGULATIONS OF THE UNITED STATES AND OTHER APPLICABLE JURISDICTIONS IN PROVIDING AND USING THE PLATFORM AND CUSTOMER'S RIGHTS TO ACCESSING AND USING THE PLATFORM ARE SUBJECT TO SUCH COMPLIANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER REPRESENTS THAT IT: (I) IS NOT NAMED ON NOR IS IT 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) IS NOT ACCESSING THE PLATFORM FROM ANY PROHIBITED COUNTRY OR OTHER RESTRICTED COUNTRY, AND (III) SHALL NOT PERMIT AUTHORIZED USERS TO ACCESS OR USE THE PLATFORM IN VIOLATION OF ANY U.S. TRADE SANCTIONS OR EXPORT EMBARGO, PROHIBITION OR RESTRICTION. For purposes of FARs, DFARS and access by governmental authorities, the Quantinuum System, Emulator Service and the Software are "commercial computer software", "commercial computer software documentation" and "restricted data" provided to Customer under "Limited Rights" and "Restricted Rights" and only as commercial end items. Licensor will comply with all laws and regulations applicable to the provision of access to the Platform described under the Agreement including data privacy, anti-bribery, and U.S. trade sanctions and export laws (i.e., export to embargoed, prohibited, restricted countries (including but not limited to the Prohibited 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, and Customer is required to notify Licensor immediately if it or any of its Authorized Users violate it, or Customer reasonably believes it or any of its Authorized User will violate, any terms of this provision. With respect to

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Customer's access to or use of the Platform, Licensor may take any and all actions required to ensure full compliance with all trade sanctions laws without Licensor or its Affiliates incurring any liability.

- 4.14 Customer further represents and warrants now and throughout the Licence Period that Customer and its Authorized Users: (a) are located and have a physical address in the Territory and will access the Platform from inside the Territory only; (b) will cooperate with Licensor's investigation of outages, security problems, and any violations of the terms of the Agreement; (c) acknowledge that Licensor has no duty to monitor access to or use of the Platform or to review, remove or edit any data content, and further to promptly respond to any Licensor inquiry that prohibited Content has been uploaded to the Platform, and promptly remove or delete such Content if requested by Licensor; (d) acknowledge and agree that the exclusive remedy for any and all damages under the Agreement is against Licensor and only to the extent of the terms stated in the Agreement; and (e) will comply with any other provisions applicable to Customer.
- 4.15 The Customer Administrator is responsible for coordinating access and ensuring Customer compliance involving all matters with respect to Authorized Users. The physical, administrative and technical controls in place for access rights for Authorized Users should be no less than commercially reasonable industry practices with respect to information security. Licensor reserves its rights to review and if necessary restrict the rights of any specific Authorized User.
- 4.16 Customer shall maintain in full force and effect while the Agreement is effective, commercial general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence for contractual liability, intellectual property liability, and privacy and data security breaches liability. Upon Licensor'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.

5. **SUPPORT & MAINTENANCE**

Licensor may provide Customer with Support & Maintenance including Maintenance Releases. The Customer shall install all Maintenance Releases that address any security issues as soon as reasonably practicable after receipt. Customer is solely responsible for backing up the Software and performing other basic maintenance as set forth in the Platform Documentation.

6. **FEES**

- 6.1 The Customer shall pay to Licensor the Licence Fee in full within thirty (30) days from the date of invoice, which shall be issued by Licensor after execution by both parties of the Order Form. All sums payable under the Agreement are exclusive of VAT or any applicable local sales taxes, for which the Customer shall be responsible. 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 Licensor under the Agreement becomes subject to any deduction or withholding in respect of or on account of tax, Customer shall pay to Licensor such additional sum as may be required in order that the net amount actually received and retained by Licensor 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 Licensor had no such deduction or withholding been required to be made. If the Customer fails to make any payment due to Licensor under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 1.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.2 Licensor shall be entitled to change the Licence Fee at any point in time after the Initial Licence Period, on giving Customer thirty (30) days' written notice, provided that no such change shall take effect until after the expiry of the Initial Licence Period or the then current Renewal Term.

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7. CONFIDENTIALITY AND PUBLICITY

- 7.1 All information one party receives from the other party under the Agreement in performance thereof 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 legally bound to substantially similar obligations of confidentiality and who have a need to know it for the performance of the Agreement. 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 Authorized 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 similarly marked 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 without use of the other party's Confidential Information. 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 Platform and its constituent parts (including results of any evaluation or trial thereof and any other data Licensor or its Affiliates derive from Customer's access or use of the InQuanto Platform) is the Confidential Information of Licensor and its Affiliates. Input Data and Output Data is the Confidential Information of the Customer (or its licensors) provided that: (i) nothing in this condition 7 shall restrict or limit Licensor exercising the rights granted to it under condition 12; and (ii) data independently derived therefrom by Licensor; and (iii) data independently derived therefrom by Licensor or its Affiliates if in an anonymized form that does not identify Customer or any individual shall be the Confidential Information of Licensor or its Affiliates. For the avoidance of doubt, all information in respect of the Platform and all derivative works, modifications, and improvements in respect thereof (or any part thereof) are retained by and are solely the Confidential Information of Licensor, its Affiliates or their licensors, as applicable. Licensor and its Affiliates may disclose Confidential Information received from Customer and its Authorized Users 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 Licensor 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.
- 7.2 Except as otherwise provided herein, the Agreement does not confer any rights to use in advertising, publicity or other marketing activities any name, trade name, trademark, or other designation of either party hereto, including any contraction, abbreviation, or simulation of any of the foregoing, without prior written mutual agreement. No party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 7.3 Notwithstanding condition 7.2 above, the Customer hereby grants Licensor and its Affiliates the right to use the Customer's name, trademarks, logos or brands on Licensor and its Affiliates' websites and marketing collateral in connection with the InQuanto Platform.

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- 7.4 The parties will work diligently together to mutually agree the contents of a joint press release in regards to the Agreement as soon as reasonably practicable after the Effective Date. Subject to condition 7.3, no publicity or press releases shall be permitted without the prior written consent of both parties. In regards to any tests specifically designed to assess and characterise the merits of the Platform (including any component thereof) or of any Licensor technology used in conjunction with the Platform (individually and collectively referred to as “Instruments”), as “instruments of performance”, Customer shall provide Licensor with reasonable notice regarding any technical statements about performance or benchmarking of such Instruments to be included in any intended publication in which Customer or Authorized Users have participated. Any such statements must be reviewed and approved in writing by Licensor prior to publication.
- 7.5 Customer shall not make any 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 Platform or any of Licensor’s or its Affiliates’ respective officers, directors, employees, advisors, business or reputation. Notwithstanding the foregoing, nothing herein shall preclude Customer from making truthful statements that are required by applicable law, regulation, or legal process.
- 7.6 All feedback provided by the Customer or any Authorized User, or both, relating solely to the Platform, and the Support & Maintenance shall be treated as Licensor’s proprietary Confidential Information and shall include information concerning their usability, technical functionalities and features, speed of performance, algorithms used in software, and any functional problems associated with execution of any of the foregoing (“**Feedback**”). Feedback may include the Customer’s voluntary comments or observations, data or error code generated by the Software, and resolution of any user issues. The operation and performance of the Platform is Licensor’s or its Affiliates’ IPR and Confidential Information). If Customer or any Authorized User provides any Feedback regarding the Platform, Customer hereby assigns to Licensor all right, title and interest in and to the same without restriction. Customer shall not remove, modify, or obscure any IPR notices on the Platform or any related documentation. Customer hereby assigns (and shall procure each Authorized User, as applicable) to assign the Feedback to the Licensor. If any assignment of Feedback is not permitted for any reason under applicable law, the Customer hereby grants to Licensor and its Affiliates a gratuity-free, exclusive, irrevocable, perpetual, worldwide, sub-licensable, transferable right to use the Feedback for any purpose whatsoever.
- 7.7 Customer agrees on behalf of itself and each of its Authorized Users, that Licensor and its Affiliates shall have an irrevocable right to collect metrics, including user numbers, data volume, or other means to measure usage or fees (“**Metric Data**”) and use any such Metric Data in the course of its business.
8. **EXPORT AND FURTHER RESTRICTIONS**
- 8.1 Neither party shall export, directly or indirectly, any technical data licensed or acquired from the other party under the Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (“**Export Control Laws**”), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.
- 8.2 Geographic Restrictions and Prohibited Circumvention. Customer acknowledges that the Platform is licensed for use only within the Territory and that Licensor may employ geo-blocking technologies to enforce this restriction. Customer shall not, and shall not permit its Authorized Users to, utilize any technology, service, or device, including but not limited to a virtual private network (VPN), proxy service, or any other means to mask, obscure, or misrepresent Customer’s or their actual geographic location to access the Platform from outside the Territory. Any violation of this Section 8.2 shall be deemed a material breach of the Agreement, entitling Licensor to immediately suspend or terminate Customer’s access to the Platform and the Agreement without notice or liability.

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9. **NO WARRANTIES**

- 9.1 Licensor does not warrant nor guarantee that the access to or use of the Platform (or any of its constituent parts) will be uninterrupted or error-free, that any defect or malfunction can be fixed, or any level of support beyond Support & Maintenance. Licensor will use commercially reasonable efforts to schedule downtime and routine and emergency maintenance whenever possible to complete repair and maintenance and minimize Platform downtime whenever practicable, but reserves the right to carry out such tasks (including without limitation maintenance or upgrades) without notice at its absolute discretion. Licensor may engage third-party platforms and service providers to provide support services. Licensor shall not be responsible nor liable for any problems, unavailability, delay or security incidents arising from or related to: (a) conditions or events beyond its reasonable control; (b) cyberattack; (c) unavailability of the public internet and communications networks; (d) third-party hosting platforms, data, software (including upgrades, updates, patches, middleware, and firmware, etc), hardware, telecommunications, infrastructure or networking equipment not provided by Licensor or its Affiliates; (e) Customer's (or Customer's Authorized Users') negligence or failure to follow Licensor instructions or latest version of Platform Documentation (f) modifications or alterations not made by Licensor; (g) loss or corruption of data; (h) unauthorized access via Customer's or any Authorized User's credentials; or (i) any failure, unavailability, or security incident arising from third-party platforms or service providers used to provide Support & Maintenance services, to the extent caused by the acts or omissions of such third parties.
- 9.2 The Customer accepts responsibility for the selection of the Platform to achieve its intended results and acknowledges that the Platform and its components have not been developed to meet the individual requirements of the Customer. Customer acknowledges that requests for Support & Maintenance submitted through the Nexus Platform Site or related support portals may be processed and stored by third-party service providers. Customer shall not include Personal Data or Sensitive Personal Information in requests for Support & Maintenance. Any Input Data or Output Data included in requests for Support & Maintenance remains subject to the restrictions in condition 12.
- 9.3 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 Licensor or its Affiliates to deliver any material, code, or functionality. The development, release, and timing of any such updates is at the sole discretion of Licensor, unless agreed otherwise in writing by Licensor.
- 9.4 The Customer acknowledges that any OSS provided by Licensor is provided "as is" and expressly subject to the disclaimer in condition 9.5. Licence terms applicable to OSS used in the Software can be accessed via the links set out in Schedule 1. Compliance with such terms is a material condition of the Agreement.
- 9.5 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, THE PLATFORM AND SUPPORT & MAINTENANCE ARE PROVIDED "AS IS" WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ON BEHALF OF ITSELF, ITS AFFILIATES, LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, USE OF REASONABLE SKILL & CARE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND SATISFACTORY QUALITY. LICENSOR AND ITS AFFILIATES DO NOT WARRANT THAT THE PLATFORM OR SUPPORT & MAINTENANCE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE PLATFORM 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 LICENSOR MAKES NO REPRESENTATION ON THE AVAILABILITY OF THE PLATFORM OR ANY ASSOCIATED SERVICE.

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10. LIMITS OF LIABILITY

10.1 Except as expressly stated in condition 10.2:

- (a) Licensor and its Affiliates shall not under any circumstances have any liability for any indirect, incidental, exemplary, punitive, special or consequential losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same arise in contract, delict (including negligence) or otherwise howsoever, including (i) loss of profits (ii) loss of anticipated savings, (iii) loss of business opportunity, (iv) loss of goodwill; or (v) loss or corruption of data.
- (b) the total aggregate liability of Licensor and its Affiliates for all claims (not each claim), whether in contract, tort (including negligence) arising under or in connection with the Agreement or its subject matter, including any indemnification obligation, shall in no event exceed the Licence Fee paid during the six (6) months immediately preceding the assertion of any claim; and
- (c) the Customer agrees that, in entering into the Agreement, it either did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in the Agreement) that it shall have no remedy in respect of such representations and (in either case) Licensor, its Affiliates and their licensors shall have no liability in any circumstances otherwise than in accordance with the express terms of the Agreement.

10.2 The exclusions in condition 9 and condition 10.1 shall apply to the fullest extent permissible at law, but Licensor does not exclude liability for (a) death or personal injury caused by the negligence of Licensor, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; or (c) any other liability which may not be excluded by law.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Customer acknowledges that all IPR in the Platform and Support & Maintenance belong to and shall belong to Licensor and its Affiliates (or its licensors as applicable), and the Customer shall have no rights therein other than the right to access and use the Platform strictly in accordance with the terms of the Agreement. Licensor (and its licensors as applicable) own and shall own all IPR that: (a) is developed by Licensor or its 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 Customer's use of the Platform or any of its constituent parts; or (c) are derivative works, modifications, enhancements or improvements of (a) or (b).

11.2 Subject to condition 10.1(b), Licensor shall have the right, if it so elects, at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Platform (or any part thereof) infringes the Intellectual Property Rights of a third party ("Claim") and shall be responsible for any reasonable losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim.

11.3 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, Licensor's obligations under condition 11.2, assuming Licensor exercises its priority right, are conditional on the Customer: (a) as soon as reasonably practicable, giving written notice of the Claim to Licensor, specifying the nature of the Claim in reasonable detail; (b) not making any admission of wrongdoing or liability, agreement or compromise in relation to the Claim without the prior written consent of Licensor (such consent not to be unreasonably conditioned, withheld or delayed); (c) giving Licensor and its professional advisers access at reasonable times (on

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reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Licensor and its professional advisers to examine them and to take copies (at Licensor's expense) for the purpose of assessing the Claim; and (d) subject to Licensor providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.

- 11.4 If any Claim is made, or in Licensor's reasonable opinion is likely to be made, against the Customer, Licensor may at its sole option and expense (a) procure for the Customer the right to continue to use the Platform (or any part thereof) in accordance with the terms of the Agreement (b) modify the Platform so that it ceases to be infringing (c) replace the Software with non-infringing software; or (d) terminate the Agreement immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Platform to the date of termination).
- 11.5 Notwithstanding any other provision in the Agreement, condition 11.2 shall not apply to the extent that any claim or action referred to in that condition arises directly or indirectly through the possession or use of any Third-Party Software or through the breach of any Third-Party Additional Terms by the Customer.
- 11.6 This condition 11 constitutes the Customer's exclusive remedy and Licensor's only liability in respect of Claims and, for the avoidance of doubt, is subject to condition 10.

12. **DATA RIGHTS & DATA PRIVACY**

- 12.1 Subject to the rights grants to Licensor under the Agreement, Customer or its licensors, as applicable, retain all rights (including Intellectual Property Rights) it or its licensors already hold in Input Data. As a result of Customer's and its Authorized Users' use of the InQuanto Platform, Customer will receive Output Data derived or produced from, or calculated based on, the Input Data. Subject to the rights granted to Licensor under the Agreement, Customer or its licensors, as applicable, will retain all rights (including Intellectual Property rights) in such Output Data. Customer acknowledges and agrees that Licensor may retain Input Data and Output Data as part of its service in providing the InQuanto Platform. Licensor commits to retain submitted Input Data, Output Data and job execution metering information on behalf of customer, including execution results, for up to forty (40) days. Thereafter all job information may be deleted and no longer accessible. Licensor 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 Licensor's or its Affiliates' products or services, provided that (i) such Input Data and/or Output Data is aggregated with similar data from other customers of Licensor or its Affiliates or is otherwise used in an anonymized form that does not identify Customer, (ii) Licensor 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) Licensor 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. Customer and its Authorized Users must not include Personal Data in the Input Data or otherwise upload Personal Data on to the InQuanto Platform.
- 12.2 Customer acknowledges and agrees that Licensor may process and store (in any jurisdiction where Licensor or its Affiliates store(s) data) certain data relating to individuals engaged by Customer ("**Staff**") in the performance of Licensor's obligations under the Agreement and it is Customer's responsibility to obtain any required consents for the processing of their Personal Data. Licensor processes such Personal Data as a controller and not as a processor on Customer's behalf. Licensor will process such Personal Data in accordance with applicable data protection

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legislation and Licensor's Online Privacy Statement at <https://www.quantinuum.com/privacy-statement>. If Customer is based in Singapore, Customer acknowledges and agrees that Licensor may collect, use, disclose, process, and otherwise handle Customer's personal data in accordance with Licensor's Singapore Website Data Privacy Policy available on Licensor's Singapore Website and at https://cdn.prod.website-files.com/669960f53cd73aedb80c8eea/6945a6a7a8825dbd5f676e53_Singapore%20Data%20Privacy%20Policy.pdf. If any of Customer's Authorized Users are based in Singapore, Customer represents and warrants that such Authorized Users have acknowledged and agreed that Licensor may collect, use, disclose, process, and otherwise handle their personal data in accordance with Licensor's Singapore Website Data Privacy Policy available on Licensor's Singapore Website and at https://cdn.prod.website-files.com/669960f53cd73aedb80c8eea/6945a6a7a8825dbd5f676e53_Singapore%20Data%20Privacy%20Policy.pdf. Licensor will take appropriate technical and organizational measures to protect such Personal Data against any security breaches and shall securely delete the same once Personal Data is no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, Customer shall inform its own Staff that they may exercise their rights in respect of their Personal Data by sending a written request with proof of identity to Licensor. Customer agrees not to transmit, disclose, or make available Sensitive Personal Information to Licensor or its Affiliates or any third-party provider. Licensor may engage third-party service providers to assist in providing the Platform and related services, including Support & Maintenance. Such third parties shall be subject to appropriate contractual obligations regarding data protection and confidentiality.

- 12.3 Customer must have, and hereby confirms that it has obtained, all necessary permissions or licenses (including providing notices to Authorized Users or third parties) to permit the licensing and the use and processing of the Content by Licensor in accordance with the Agreement in a manner that will not violate any laws, including privacy laws, and Customer is responsible for assessing any regulatory or security requirements with respect to the Content. Customer hereby grants Licensor permission to process such Content pursuant to the Agreement.
- 12.4 Customer will ensure that Customer, and its Authorized Users', use of Input Data and Output Data and the InQuanto Platform, does not violate any Supplementary Terms, any Third-Party Additional Terms, any of the Website Terms of Use or any applicable law or regulation. For the avoidance of doubt, as between Customer and Licensor, Customer is solely responsible for compliance with any applicable law and regulation related to the manner in which Customer or its Authorized Users use the InQuanto Platform, including without limitation the storage, transfer and processing of Input Data and Output Data, and the location(s) where such processing occurs.
- 12.5 Customer understands and agrees that the Platform is not designed to any specific security requirements for regulated data content or personal identifiable information ("PI") beyond Customer's and Authorized Users' i) business contact information ("BCI") including name, business telephone, address, email addresses and user IDs, and other BCI as may be required by Licensor, and ii) email addresses, IP addresses and user IDs, and as part of the normal operation and support of the Platform ("**Account Data**"). Accordingly, Customer represents and warrants that all provided Content fits entirely within one or more of the following categories:
 - a) Content which does not contain PI, whether or not anonymized or de-identified in any fashion, or that is otherwise subject to governmental regulation in connection with use of the Platform;
 - b) BCI and Account Data of Customer or Customer's Authorized Users; and
 - c) Content which may have contained PI, but which has been fully anonymized prior to the upload of Content to the Platform so as to ensure it no longer contains PI and that a person without prior

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knowledge of Content and its collection cannot, from the Content and any other available information, identify the nature of the transactions or PI.

- 12.6 Customer acknowledges that Licensor has no obligation to review Content uploaded to the Platform to determine if such Content contains PI beyond BCI and Account Data.
- 12.7 Customer agrees that it will not deliver or otherwise provide Licensor with access to any Content that may include PI (except for the BCI or the Account Data detailed), unless and until the parties have reached an agreement in writing on the requirements for receipt and processing of any such data.
- 12.8 Customer is 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. In addition, Customer acknowledges that by using the InQuanto Platform Customer may transfer Input Data to a third-party cloud provider (and/or Output Data may be transferred back from a third-party cloud provider) for the use of such third party's cloud service and that Customer does so entirely at its own risk. Licensor 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. Customer is responsible for taking appropriate action to back-up its data and software in order to provide appropriate security and protection. Licensor and its Affiliates will not be liable for any loss, corruption, or damage to data or software.

13. SECURITY

Customer shall ensure that Customer and Authorized Users (i) will not use networking technologies to mask physical location to circumvent (geographic) access restrictions (provided however that the use of standard networking technologies to ensure secure and authorized access is allowed) (ii) protect all passwords (and tokens, if applicable) from unauthorized use (iii) will not use the Platform for activity unrelated to the purpose set forth in the Agreement, or interfere with or violate the integrity or security of the Platform; (iv) will not saturate the Platform or consume its resources to intentionally cause the Platform to reset or to intentionally degrade its performance to prevent it from providing its intended service; (v) will not provide access to any third party, other than as permitted in the Agreement (vi) will not introduce Harmful Code into the Platform (including as a result of an Authorized User's access). "Harmful Code" means any computer programming code constructed with the intent of damage to or interfere with other computer programs, data files or hardware, without the knowledge or consent of the computer user, and includes self-replicating and self-propagating program instructions such as viruses, worms, or the like. Customer shall promptly notify Licensor if it discovers or suspects that Harmful Code has entered the Platform, and shall fully cooperate with Licensor's efforts to remove Harmful Code and protect the Platform.

14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other 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; (c) the other party becomes the subject of any bankruptcy, winding-up, dissolution, insolvency event or any similar proceedings; (d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 14.2 Licensor may terminate upon written notice if: (a) use of the Platform was granted at no charge; (b) use of the Platform is fraudulent or if continued use would subject Licensor to third-party liability; or (d) if Licensor ceases making the Platform available to third parties. Licensor may suspend access to the Platform if Licensor determines

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that Customer or Customer's Authorized Users are violating or may violate the Agreement. During suspension, Customer and its Authorized Users will not have access to all or part of the Platform and may be unable to access Input Data or Output Data.

- 14.3 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.
- 14.4 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. Customer agrees that it shall not bring any claim arising under the Agreement more than 2 years after Agreement termination.
- 14.5 On expiry or termination of the Agreement for any reason: (a) all rights granted to the Customer under the Agreement shall cease; (b) the Customer shall cease (and cause its Authorized Users to cease) all activities authorized by the Agreement; (c) the Customer shall immediately pay to Licensor any sums due to Licensor under the Agreement; and (d) the Customer shall immediately destroy or return to Licensor (at Licensor's option) all copies of the Software and Platform Documentation then in its and any Authorized Users' possession, custody or control and, in the case of destruction, certify to Licensor that it has done so.
- 14.6 It is the sole responsibility of the Customer to arrange for the migration of any data saved using the Software prior to the expiry or termination of the Agreement.
- 14.7 Notwithstanding anything to the contrary contained in the Agreement, at any time or for any reason as determined in Licensor's sole discretion, including for any violation of the Agreement, Licensor may suspend or terminate the Agreement, Platform access or any associated services, in whole or in part, without liability or obligation, for unused Platform usage or unused HQCs.

15. **FORCE MAJEURE**

Except of payment obligations, neither party (nor their Affiliates) shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its 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; electrical or power outages, utilities or other telecommunications failures; 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 Licensor'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. If a Force Majeure Event occurs, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, but in no event longer than three (3) months. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Agreement by giving 14 days' written notice to the affected party.

16. **GENERAL**

- 16.1 No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right 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.
- 16.2 Other than Affiliates of Licensor, no third party shall have any enforcement rights under the Agreement.

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- 16.3 The Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 16.4 Both parties will comply with applicable data protection legislation in relation to the use of Personal Data which is required in relation to the performance of the Agreement.
- 16.5 For the avoidance of doubt and notwithstanding any other provision in the Agreement, to the extent Customer provides Licensor or its Affiliates any Input Data or Output Data for processing on quantum hardware or simulators, it hereby grants Licensor, and its Affiliates (and their licensors if applicable), in addition to the rights set out in condition 12.1, the right to use and process the Input Data and Output Data for the purpose of performing the Agreement. Customer represents and warrants that (i) it has all necessary permissions or licenses to permit the licensing, use and processing of the Input Data and Output Data by Licensor and its Affiliates (and their licensors if applicable) in a manner that will not violate any laws and (ii) no part of any Input Data or Output Data is subject to US or EEA data protection laws and regulations, including the European General Data Protection Regulation (EU/2016/679). Licensor, its Affiliates and their licensors are in no way responsible for assessing any regulatory or security requirements with respect to the Input Data and Output Data.
- 16.6 Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.7 The Agreement and the documents referred to in it contain the whole agreement between the parties relating to its subject matter and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 16.8 No variation of the Agreement shall be effective unless it is in writing and is signed by both parties (or their authorized representatives).
- 16.9 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under shall not affect the validity and enforceability of the rest of the Agreement.
- 16.10 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party and each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.11 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 or services provided by either party pursuant to the Agreement.
- 16.12 In the event of any breach under the Agreement, all of Licensor'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.
17. **NOTICES**
- Any notice given to a party under or in connection with the Agreement shall be in writing and shall be deemed given when delivered by hand, within 3 business days when posted by certified mail or internationally recognised courier service to the other party at its registered address.

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18. 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 Agreement. If a conflict occurs between the documents that make up the Agreement, the documents will control in the following order: the Order Form, these T&Cs. For the avoidance of doubt, Licensor rejects any additional or inconsistent terms and conditions proposed by Customer at any time (including other ancillary document). Any reference to Customer's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document.

19. GOVERNING LAW AND JURISDICTION

19.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales without regard to conflict of laws principles, and any legal suit, action or proceeding arising out of or relating to the Agreement will be commenced in the courts of England. Application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded.

19.2 Notwithstanding condition 19.1, if Customer's jurisdiction of incorporation is in the United States or Canada, the validity, construction and performance of the Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles; 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.

19.3 The parties irrevocably agree that the courts of the jurisdiction applicable in accordance with conditions 19.1 and 19.2 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 conditions 19.1 and 19.2 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.

20. MARKETING COMMUNICATIONS

20.1 Licensor may send marketing and promotional emails to Customer, and Customer's Authorized Users. Licensor will provide an option for any Authorized Users to "opt out" of receiving such emails, should they wish. For the avoidance of doubt, Licensor will not send marketing and promotional emails to any of Customer's employees who have not signed up as Authorized Users to use the Platform. 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.

21. HOSTING

21.1 Customer acknowledges that the Platform may be 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 Licensor (collectively the "AWS Terms"), including <https://aws.amazon.com/service-terms/>. Customer further acknowledges that certain support services including Support & Maintenance may be provided through platforms operated by third-party service providers, including ServiceNow, Inc. ("ServiceNow"), which shall be governed by and provided in accordance with the applicable terms specified by such third parties from time to time. Customer acknowledges that the Platform and related support services including Support & Maintenance shall not be provided to a standard or service level higher than that indicated by the AWS Terms or the terms of such third-party services providers, as applicable.

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

- (a) Licensor shall not be liable to Customer (including under any legal theory, including in negligence) in connection with the Hosting Services (or any failure of the Hosting Services) or third-party support platforms (or any failure thereof) 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 or by such third-party service provider of its applicable terms; and
- (b) without prejudice to the additional limitations and exclusions of Licensor's liability in condition 10, Licensor's liability to Customer (howsoever arising, including in negligence) in connection with the Hosting Services (or any failure of the Hosting Services) or third-party support platforms (or any failure thereof) shall not exceed the amounts Licensor is able to recover from Amazon under the AWS Terms or from the applicable third-party service provider under its applicable terms, as the case may be, in respect of Customer's loss in such circumstances.

Customer must familiarise itself and comply (and ensure its Authorized Users comply) with the AWS Terms as amended from time to time. Licensor may treat any act or omission by Customer, or any Authorized User which places Licensor in breach of any part of the AWS Term(s) or the terms of any third-party service provider used to provide support services, to the extent such terms are made available to Customer, as a material breach of the Agreement incapable of remedy (and for which Licensor 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 or such third-party service provider as a result of such act or omission).

Without prejudice to the foregoing, Customer acknowledges that Licensor or Amazon or any third-party service provider may from time to time carry out routine and emergency maintenance of any equipment used to provide the Hosting Services or support services including Support & Maintenance. Customer may be unable to access the Platform or support services including Support & Maintenance during any period in which routine or emergency maintenance is being carried out.

22. AUDITORS

- 22.1 Licensor is hereby authorised to disclose the existence and provisions of this Agreement to i) any potential investor conducting due diligence on Licensor and/or Licensor Affiliate, and ii) any professional auditor in connection with Licensor's accountancy and tax affairs ("Auditor"), now or in the future, provided such potential investor and/or Auditor is bound by confidentiality obligations with respect to the Confidential Information no less stringent than those contained herein.

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SCHEDULE 1

ADDITIONAL TERMS FOR SOFTWARE

Open-Source Software or Third-Party Software relating to the Software:

Name	Version	License	URL	Description
cloudpickle	3.0.0	BSD License	https://github.com/cloudpipe/cloudpickle	Extended pickling support for Python objects
h5py	3.10.0	BSD License	http://www.h5py.org	Read and write HDF5 files from Python
jax	0.4.23	Apache 2	https://github.com/google/jax	High-performance numerical computing
keyring	24.3.1	MIT License	https://github.com/jaraco/keyring	Store and access your passwords safely.
multipledispatch	1.0.0	BSD	http://github.com/mrocklin/multipledispatch/	Multiple dispatch
nglview	3.0.8	MIT License	https://github.com/arose/nglview	IPython widget to interactively view molecular structures and trajectories.
numpy	1.26.0	BSD License	https://www.numpy.org	NumPy is the fundamental package for array computing with Python.

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openfermion	1.5.1	Apache 2	http://www.openfermion.org	The electronic structure package for quantum computers.
pandas	1.5.3	BSD License	https://pandas.pydata.org	Powerful data structures for data analysis, time series, and statistics
phayes	0.1.1	Apache 2	https://github.com/CQCL/phayes	Bayesian phase and amplitude estimation
pyscf	2.4.0	Apache Software License	http://www.pyscf.org	PySCF: Python-based Simulations of Chemistry Framework
pytket	1.25.0	Apache Software License	https://github.com/CQCL/tket	Python module for interfacing with the CQC tket library of quantum software
pytket-extensions	1.X.X	Apache Software License	https://github.com/CQCL/pytket-extensions	Python module for interfacing quantum backends
qermit	0.5.0	Other/Proprietary License	https://github.com/CQCL/Qermit	error-mitigation framework, an extension to pytket
scipy	1.11.4	BSD License	https://scipy.org/	Fundamental algorithms for scientific computing in Python
sympy	1.12	BSD License	https://sympy.org	Computer algebra system (CAS) in Python
uncertainties	3.1.7	BSD License	http://uncertainties-python-package.readthedocs.io/	Transparent calculations with uncertainties
xxhash	3.4.1	BSD License	https://github.com/ifduyue/python-xxhash	Python binding for xxHash
licensing	0.43	MIT License	https://github.com/Cryptolens/cryptolens-python	Python for Cryptolens

IMPORTANT: The Customer acknowledges that it is the Customer's responsibility to access the licence terms and conditions accessible in the links in the table above, and if necessary to obtain any applicable licenses.

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SCHEDULE 2

Additional Terms for Tier 1 and Tier 2 Support & Maintenance

Severity Level	Definition	Target for issue acknowledgement
Critical	Platform usage is halted and no workaround exists	1 business day
Major	Major functionality is impacted, or significant performance degradation is experienced.	2 business days
Minor	Partial non-critical loss of performance or functionality, workarounds available	7 business days

Support & Maintenance means and includes:

(a) technical support (during regular UK business hours) through Licensor's support portal using the support button on the Nexus Platform Site at <https://support.quantinuum.com>, which is Licensor's preferred method for submitting support requests, or by emailing support@quantinuum.com (however, this method may result in longer response times as requests are routed appropriately).

and

(b) Maintenance Releases.

Support & Maintenance is only available for InQuanto software configured as specified in the Platform Documentation and for the latest version of Software. Where it is reasonably able to do so, Licensor, at its absolute discretion, may provide support for prior Software versions that have not been retired. Support & Maintenance will terminate upon termination or expiration of the Agreement.

Licensor reserves the right to change or discontinue elements of the Support & Maintenance service at any time. Licensor reserves the right to take services offline (including without limitation the Emulator Service) for maintenance of upgrades without notice at any time.

Licensor does not represent or warrant that Support & Maintenance will remedy any problem. Support & Maintenance is included in the Licence Fee. Services provided by Licensor beyond Support & Maintenance will be subject to additional fees.

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SCHEDULE 3

Description of Platform Packages

TIER 1

Tier	Authorized Users / Seats	Initial Licence Period (unless otherwise specified in the Order Form)	Description of Platform Package
1a	1	12 months	<i>Licensor will provide the Customer</i> <i>with all credentials needed to use the InQuanto software license and documentation. Software licence is not perpetual terminates upon Licence Period termination</i> <i>access to the System Model H2 emulator using up to 20,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire upon Licence Period termination</i> <i>Maintenance & Support as set out in Schedule 2</i>
1b	4	12 months	<i>Licensor will provide the Customer</i> <i>with all credentials needed to use the InQuanto software license and documentation. Software licence is not perpetual and terminates upon Licence Period termination</i> <i>access to the System Model H2 emulator using up to 100,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire upon Licence Period termination</i> <i>Maintenance & Support as set out in Schedule 2</i>
1c	10	12 months	<i>Licensor will provide the Customer</i> <i>with all credentials needed to access the InQuanto software license and documentation. Software licence is not perpetual and terminates upon Licence Period termination</i> <i>access to the System Model H2 emulator using up to 300,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire Upon Licence Period termination</i> <i>Maintenance & Support as set out in Schedule 2</i>

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TIER 2

Tier	Authorized Users / Seats	Initial Licence Period (unless otherwise specified in the Order Form)	Description of Platform Package
2a	1	12 months	<i>Licensor will provide the Customer</i> • <i>with all credentials needed to use the InQuanto software license and documentation. Software licence is not perpetual and terminates upon Licence Period termination</i> • <i>access to the System Model H2 emulator using up to 200,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire upon Licence Period termination</i> • <i>access to the System Model H2 quantum computer using up to 20,000 HQCs. 10,000 HQCs will expire at the half way point of the Licence Period; Unused HQCs expire upon Licence Period termination</i> • <i>Maintenance & Support as set out in Schedule 2</i>
2b	4	12 months	<i>Licensor will provide the Customer</i> • <i>with all credentials needed to use the InQuanto software license and documentation. Software licence is not perpetual and terminates upon Licence Period termination</i> • <i>access to the System Model H2 emulator using up to 400,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire upon Licence Period termination</i> • <i>access to the System Model H2 quantum computer using up to 50,000 HQCs. 25,000 HQCs will expire at the half way point of the Licence Period; Unused HQCs expire upon Licence Period termination</i> • <i>Maintenance & Support as set out in Schedule 2</i>
2c	10	12 months	<i>Licensor will provide the Customer</i> • <i>with all credentials needed to use the InQuanto software license and documentation. Software licence is not perpetual and terminates upon Licence Period termination</i> • <i>access to the System Model H2 emulator using up to 600,000 HQCs solely for use in conjunction with InQuanto software. Unused HQCs expire upon Licence Period termination</i> • <i>Access to the System Model H2 quantum computer using up to 70,000 HQCs. 35,000 HQCs will expire at the half way point of the Licence Period; Unused HQCs expire upon Licence Period termination</i> • <i>Maintenance & Support as set out in Schedule 2</i>