

Quantinum LLC (“Quantinum”) TRAPPED-ION QUANTUM SYSTEM TERMS AND CONDITIONS

IF YOU OR YOUR ORGANIZATION HAS SIGNED A SUBSCRIPTION AGREEMENT FOR THE TRAPPED-ION QUANTUM SYSTEM WITH QUANTINUUM LLC (PREVIOUSLY HONEYWELL QUANTUM SOLUTIONS) (“SUBSCRIPTION AGREEMENT”), THE CONTROLLING DOCUMENT SHALL BE THE SUBSCRIPTION AGREEMENT IN THE EVENT OF A CONFLICT BETWEEN THE SUBSCRIPTION AGREEMENT AND THESE TERMS AND CONDITIONS (“T&Cs”).

Quantinum offers access to and usage of a trapped-ion quantum computer hardware, software, and/or test protocols designed to run quantum algorithms including any related documents, materials, and technical data and is accessible through the cloud and via online portals or interfaces such as APIs (individually or collectively, as the context may require, “Quantum System”).

These T&Cs, and the Subscription Agreement in the event you or a company you work for executed a Subscription Agreement, contain the terms and conditions that govern your access to and use of the Quantum System and is an agreement between Quantinum (also referred to as “we”, “us”, or “our”) and you or the entity you represent (“you” or “your” or “Customer”). By accessing the Quantum System, you agree to these T&Cs.

Certain capitalized words and phrases in these T&Cs have special meanings as ascribed thereto as set out herein.

“Affiliate” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or has managing authority or otherwise directs the affairs or management of such entity.

“Authorized Users” means you, and any of your employees, or any third party/person accessing the Quantum System using your login credentials and/or acting on your behalf who is expressly authorized by virtue of such individual’s relationship to or permissions by you to access the Quantum System pursuant your rights under these T&Cs.

“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.

“Indemnitees” means each respective party and its parent, Affiliate, and subsidiary entities, and each of its and their officers, directors, employees, members, managers, shareholders, and representatives. In the case of Quantinuum, Indemnitees further include our third-party licensors.

“Intellectual Property” means all ideas, inventions, technological innovations, discoveries, designs, methods, processes, formulas, know-how, patents, trade secrets, trademarks, service marks, copyrights, computer programs, computer software, scientific and mathematical models, algorithms, quantum circuits, business methods, writings, illustrations, photographs, improvements, and enhancements.

“Quantinuum”, “we”, “us” and “our” means Quantinuum LLC

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to persons physical, psychological, mental, economic, cultural, or social identity.

“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.

“User” means you, your employees or service providers or any third party/person accessing the Quantum System using your login credentials and/or acting on your behalf.

“You”, “your” and their variants mean collectively, the Customer executing or otherwise assenting to these T&Cs, as well as any individual accessing the Quantum System using your login credentials and/or acting on behalf, including your administrators and/or your Authorized Users.

1. H-System Quantum Credits

1.1. H-System Quantum Credits (“HQC”) are a representation of the size of a quantum computational job run on the system and are neither units of time nor money. **H-System Quantum Credits.** Access to the Quantum System is metered through the use of HQCs. HQCs cannot be sublicensed, sold, resold or delivered as such by you.

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.

2. Acceptable Use

2.1 Authorized Users.

In operating your account, you and your Authorized Users may be required to visit an internet portal or site, through which you will access the Quantum System and set up accounts. In operating your account, you: (a) must implement and maintain policies and procedures reasonably designed to maintain the confidentiality of usernames, passwords, or other credentials; (b) must ensure Authorized Users do not knowingly allow unauthorized users to use your credentials or access your account; (c) must promptly notify us of any known unauthorized use or breach of security related to your account; and (d) must maintain and promptly update Authorized User information if it changes. We have no responsibility with respect to any actions or inactions of your Authorized Users, and you will be responsible for access by any party you authorize. We may use rights management features (e.g., lockout) to prevent unauthorized use; if we use such rights management features, we will promptly notify you and include a reasonable description of the rationale for such action. You may not sublicense or resell your right to use or make copies of the Quantum System.

2.2 License

Subject to payment of agreed fees and strict compliance with the terms of these T&Cs, we shall provide you a personal, revocable, non-exclusive, non-assignable, non-transferable license to: (a) use API access credentials we provide solely to operate the Quantum System and (b) use Quantum System documentation as reasonably required in connection with its use.

2.3 Compliance

By accessing the Quantum System, you represent and warrant you will comply with all applicable terms of these T&Cs when accessing and using the Quantum System. You shall not use the Quantum System for

purposes of, or in connection with at least the following: (a) reverse engineering; (b) making machine code human readable or creating derivative works or improvements; (c) interfering with the Quantum System's security or operation (including probing, scanning or testing the vulnerability of any security measures or misrepresenting transmission sources); (d) creating, benchmarking or gathering intelligence for a competitive offering or competitive commercial purposes; (e) introducing, transmitting, or storing malicious code, Trojan horse, self-replicating, or other computer instructions that may, without Quantinuum's knowledge or consent: (i) alter, destroy, inhibit, or discontinue the Quantum System; (ii) erase, destroy, corrupt, hold hostage, or modify any data, programs, materials, machine protocols, or information used or accessed by Quantinuum; or (iii) bypass or disable any internal security measure to obtain access to any Quantinuum resource(s); (f) introducing, transmitting, or storing any code that may be used, in whole or in part, for compromising any encryption; (g) infringing another's IPR including but not limited to failing to obtain permission to upload/transfer/display works of authorship; and/or (h) any use that would reasonably be expected to cause liability or harm to us or our customers or breach these T&Cs. FURTHER, BY ACCESSING THE QUANTUM SYSTEM, YOU REPRESENT AND WARRANT YOU WILL COMPLY WITH ALL APPLICABLE LAWS INCLUDING DATA PRIVACY OR LOCALIZATION, ANTI-BRIBERY, TRADE SANCTIONS AND EXPORT CONTROL LAWS AND REGULATIONS OF THE UNITED STATES AND OTHER APPLICABLE JURISDICTIONS IN PROVIDING AND USING THE SERVICES AND YOUR RIGHTS TO USE THE QUANTUM SYSTEM ARE SUBJECT TO SUCH COMPLIANCE. WITHOUT LIMITING THE FOREGOING, YOU REPRESENT THAT YOU: (I) ARE NOT NAMED ON OR MAJORITY OWNED OR CONTROLLED BY ANY ENTITY ON ANY U.S. GOVERNMENT LIST OF PERSONS (INCLUDING, BUT NOT LIMITED TO, THE SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST ("SDN LIST") OR ENTITIES PROHIBITED FROM RECEIVING EXPORTS, (II) ARE NOT ACCESSING THE QUANTUM SYSTEM FROM ANY RESTRICTED COUNTRY (INCLUDING, AS OF THE TIME OF THIS WRITING, CUBA, IRAN, NORTH KOREA, SYRIA, AND THE CRIMEA REGION), AND (III) SHALL NOT PERMIT AUTHORIZED USERS TO ACCESS OR USE SERVICES 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 Quantum System and the Input Data are "commercial computer software", "commercial computer software documentation" and "restricted data" provided to you under "Limited Rights" and "Restricted Rights" and only as commercial end items. Quantinuum will comply with all laws and regulations applicable to the provision of access and services described under these T&Cs including data privacy, anti-bribery, and U.S. trade sanctions and export laws (i.e., export to embargoed, prohibited, restricted countries or access by prohibited, denied, and specifically designated persons). Any failure to comply with this provision will be deemed a material breach of the T&Cs, you are required to notify Quantinuum immediately if you violate or reasonably believe you will violate, any terms of this provision. With respect to your access to the Quantum System, Quantinuum may take any and all actions required to ensure full compliance with all trade sanctions laws without Quantinuum incurring any liability.

2.4 Metric Data

Quantinuum reserves the right to collect metrics, including user number, data volume, or other means to measure usage or fees.

3. Support

We do not guarantee that we can or will fix any defect or malfunction or guarantee any level of support or maintenance availability. We will use commercially reasonable efforts to schedule downtime and routine and emergency maintenance whenever possible to complete repair and maintenance and minimize system down time whenever practicable. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (a) conditions or events reasonably outside of our control; (b) cyberattack; (c) unavailability of the public internet and communications networks; (d) data, software (including upgrades, updates, patches, middleware, and firmware, etc), hardware, telecommunications, infrastructure or networking equipment not provided by us; (e) your negligence or failure to use the latest version or follow published documentation; (f) modifications or alterations not made by us; (g) loss or corruption of data; or (h) unauthorized access via your credentials.

Technical Support. If you encounter an issue while your job is running in the general queue, you may submit your issue request online to: QCsupport@quantinuum.com.

4. Data Rights

You retain all rights that you already hold in data and other information that you or persons acting on your behalf input, upload, transfer or make available or accessible in relation to, or which is collected from you or third parties by the Quantum System (“Input Data”). Quantinuum retains submitted Input Data and job execution metering information, including execution results, for up to forty (40) days. Thereafter all job information is deleted and no longer accessible. Quantinuum and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop our products or services. Quantinuum and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify you. Although Quantinuum does not expect any Input Data to contain Personal Data any Personal Data contained within Input Data shall only be used in accordance with the data privacy terms of these T&Cs and applicable law. Other than Input Data itself, all information, analysis, inventions, and algorithms derived from Input Data by Quantinuum or its Affiliates and any IPR obtained therefrom shall be owned exclusively and solely by us and is our Confidential Information, and You have sole responsibility for obtaining all consents and permissions and satisfying all requirements necessary to permit our use of Input Data. You waive any IPR in suggestions or feedback you provide regarding the Quantum System. You shall not remove, modify, or obscure any proprietary rights notices on the Quantum System.

5. Data Privacy

You acknowledge and agree that Quantinum may process certain data relating to individuals engaged by you (“Staff”) in the performance of our obligations under these T&Cs. Quantinum will take appropriate technical and organizational measures to protect such Personal Data against any security breaches and shall securely delete it 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, you shall inform your own Staff that they may exercise their rights in respect of their Personal Data by sending a written request with proof of identity to Quantinum. See Quantinum’s Online Privacy Statement for more details, available at <https://www.quantinum.com/privacy-statement> provides additional details. You agree not to transmit, disclose, or make available Sensitive Personal Information to us or any third-party provider.

6. Intellectual Property

All right, title and interest, including all intellectual property rights (including copyrights, trademarks, and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world (collectively, “IPR”) in and to the Quantum System and all derivative works, modifications, and improvements, are retained by Quantinum or its licensors and are our confidential information. We shall own all IPR that is: (a) developed by us or our Affiliates by processing or analysis of Input Data (excluding Input Data itself but including derived data that is sufficiently different from Input Data so that Input Data cannot be identified from analysis or further processing of such derived data); or (b) generated through support, monitoring, or other observation of your use of the Quantum System. The operation and performance of the Quantum System is our confidential information. If you provide any suggestions, comments, or feedback regarding the Quantum System, you hereby assign to us all right, title and interest in and to the same without restriction. You shall not remove, modify, or obscure any IPR notices on the Quantum System or related documentation.

7. Confidentiality

All information one party receives from the other party in performance of these T&Cs 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 used or disclosed except to the receiving party’s Affiliates, employees and service providers who are bound to substantially similar obligations of confidentiality and have a need to know. Each party will be responsible for any breaches of the confidentiality obligations by its Affiliates, employees or service providers or Authorized Users. A receiving party will keep all Confidential Information confidential for five (5) years from disclosure. Except as agreed in writing, information will not be Confidential Information unless (a) marked “CONFIDENTIAL” or “PROPRIETARY” or similar marking at the time of disclosure; (b) disclosed orally or visually but identified as confidential at the time of disclosure and designated as confidential in writing within thirty (30) days of disclosure

summarizing the Confidential Information sufficiently for identification; or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and non-public information. Confidential Information excludes information that: (a) was already known to recipient without restriction; (b) is publicly available through no fault of recipient; (c) is rightfully received by recipient from a third party without a duty of confidentiality; or (d) is independently developed. A party may disclose Confidential Information when compelled to do so by law if it provides prior notice to the other party and reasonable opportunity to contest or limit disclosure unless a court orders that the other party not be given notice. These T&Cs and the internal operation, workings and processes and performance of the Quantum System (including results of any evaluation or trial thereof) is our Confidential Information. Input Data is your Confidential Information provided that data independently derived therefrom by us if in an anonymized form that does not identify you or any individual shall be our Confidential Information.

8. Open-Source Software Licenses

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

9. Warranty, Disclaimer, and Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE T&Cs, THE QUANTUM SYSTEM AND SUPPORT ARE PROVIDED “AS IS” WITH NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE, ON BEHALF OF OURSELVES AND LICENSORS AND SUPPLIERS, EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS INCLUDING MERCHANTABILITY, FITNESS FOR PURPOSE, AND SATISFACTORY QUALITY. WE DO NOT WARRANT THAT THE QUANTUM SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE QUANTUM SYSTEM OR THE SUPPORT WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE. RESULTS ARE NOT GUARANTEED AND WE MAKE NO REPRESENTATION ON THE AVAILABILITY OF THE QUANTUM SYSTEM AND ANY ASSOCIATED SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, REVENUES, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR NONPERFORMORMANCE UNDER THESE T&Cs AND OUR CUMULATIVE AGGREGATE LIABILITY TO YOU, WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO TOTAL AMOUNTS PAID UNDER THESE T&Cs DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE ASSERTION OF ANY CLAIM. OUR LIABILITY FOR ALL CLAIMS (NOT EACH CLAIM) UNDER ANY EVALUATION, BETA OR TRIAL RIGHTS IS LIMITED TO U.S. \$1,000. The following “Uncapped Events” are not subject to

the cap or exclusions to direct damages: (a) claims for injury or death resulting from negligence; (b) claims resulting from gross negligence, fraudulent or willful misconduct; (c) breach of confidentiality obligations (except in relation to Input Data and Personal Data for which the cap and exclusions apply). All claims and causes of action must be brought within the earlier of six months of being discovered or one year after expiry or termination of these T&Cs. Nothing precludes a party from seeking declaratory, injunctive, or other equitable relief from a court of competent jurisdiction. THE LIMITATIONS AND EXCLUSIONS APPLY TO ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN RELATION TO OR THE T&Cs.

You will, at your cost and expense, defend our Indemnitees against all Covered Proceedings, and hold them harmless from and pay or reimburse all Covered Liabilities, arising out of out of claims by third parties related to: (a) possession, processing or use of Input Data or Personal Data in relation to these T&Cs, or (b) you or your Authorized Users' infringement, misappropriation or violation of our or a third party's IPR (except if caused by or pursuant to your authorized use of the Quantum System). The Indemnitees shall notify the indemnifying party in writing of a claim or other event requiring defense or indemnification promptly upon becoming aware thereof. The indemnifying party shall have the reasonable right to control the defense and/or settlement of each claim and the Indemnitees shall provide reasonable assistance.

10. Trademarks, Publicity, and Disparagement

No party shall use the other party's logo or trademarks without the other party's prior written approval. You shall not make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Quantum System or Quantinum's or its Affiliates' respective officers, directors, employees, advisors, business or reputation. Notwithstanding the foregoing, nothing herein shall preclude you from making truthful statements that are required by applicable law, regulation, or legal process.

11. MISCELANEOUS.

11.1 Force Majeure Event.

WE shall not be in default, if failure to perform any obligation hereunder is caused solely by events or conditions beyond OUR reasonable control, including acts of God; fire; explosion; flood; acts of civil commotion; strikes; war; (whether an actual declaration thereof is made or not); pandemics; sabotage; insurrection; action of a public enemy; failure or delays in transportation; laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof); judicial action; wide-spread fuel, raw materials, machinery or technical failures beyond OUR 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.

11.2 Governing Law.

These T&Cs and any dispute, controversy, difference, or claim arising out of or relating to it ("Dispute") will be governed in accordance with the laws of the State of New York without regard to

conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor law to either is specifically excluded. The Federal or State Courts having jurisdiction over Broomfield, Colorado, USA have exclusive jurisdiction to adjudicate any dispute arising out of or related to these T&Cs. Until any award is entered into judgment and made final, we may apply for injunctive relief and/or seek from any court having jurisdiction, interim or provisional relief if necessary, to protect the rights or property.

11.3 Changes to the Quantum System.

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 these T&Cs are intended for information purposes only and are not binding commitments on us to deliver any material, code, or functionality. The development, release, and timing of any such updates is at our sole discretion unless agreed otherwise in writing.

11.4 Termination.

Notwithstanding anything to the contrary contained in these T&Cs, at any time for any reason at our sole discretion, including for any violation of these T&Cs, we may suspend or terminate these T&Cs or any services, in whole or in part, without liability or obligation, for unused Quantum System usage.