

# End User Customer Agreement

## QuantumPath®

Last update: October 27, 2022

### Recitals

This End User Customer Agreement QuantumPath® (this "Agreement") contains the terms and conditions that govern your access to and use of QuantumPath® and the Service Offerings (as defined below) and is an agreement between the applicable aQuantum Software Engineering (also referred to as "Contractor", "aQuantum") and you or the entity you represent ("Client", "You", "Your").

The Contractor hosts and maintains QuantumPath® software and provides access to it.

The Contractor, aQuantum Software Engineering, S.L. (hereinafter "aQuantum"), intends to promote networking of educational institutions, research centers, and companies interested in quantum technology.

This agreement ("Agreement") is subject to a valid Software License Agreement between the Client and aQuantum Software Engineering.

### Section 1

#### End-User License QuantumPath®

This QuantumPath® license agreement is between you (“you”), and the contractor, and consists of:

License type:

Free Developer	X
Developer	
Business	
Enterprise	

Number of end user license for license type:

Free Developer	1
Developer	
Business	
Enterprise	

License Id.: to be filled by system

License granted to the Client: to be filled by system

Date: to be filled by system

FIRST: Grant of license:

- a. QuantumPath® is owned by Quantum Software Technology, S.L. (QST), including all rights, title, and interest.
- b. All intellectual property rights and title to pre-existing materials are unaffected by this Agreement.
- c. You own all Quantum Inputs You create and own Your results from using QuantumPath®:
  - I. You own your User Code; provided, however, that you hereby irrevocably grant us a world-wide, non-exclusive, royalty-free, license to (a) access, reproduce, modify, use and otherwise exploit User Code in connection with Quantum Path® and (b) to create derivative works (by aggregating and/or anonymizing) of User Code to develop, enhance, provide and improve QuantumPath®. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Code as described herein.
  - II. You own your User Content created in QuantumPath®; provided, however, that you hereby irrevocably grant us a world-wide, non-exclusive, royalty-free, assignable, sublicensable, transferable license during the Term to use Your Content, anonymized, to develop and improve QuantumPath®. You irrevocably waive, and cause to be waived, against Contractor and our users any claims and assertions of moral right or attribution with respect to User Content. Contractor not responsible for, and will not be liable for, User Content and you post User Content at your own risk.

SECOND: License use restrictions:

- a. For the term of this Agreement, Contractor grants You a limited, nonexclusive, nontransferable license to access and use QuantumPath® for platform evaluation, testing, and feedback purposes, all provided that You:
  - I. reproduce all intellectual property notices and other legends of ownership on each copy, or partial copy, of any Contractor information downloaded from Contractor website;
  - II. do not use the QuantumPath® license granted in this Agreement for commercial purposes;
  - III. in no case may the product be used to provide services to third parties, in which case the Client must acquire a commercial use license with other contractual terms.
  - IV. user licenses may only be used directly by Your personnel. In no case may the product be used for personnel other than the Client.
  - V. QuantumPath® may not be distributed to third parties, whatever the legal title used for said distribution (sale, lease, etc.).
  - VI. in the case of On-Premises and Hybrid platform type licenses, the product covered by this license may only be installed on a production server; and
  - VII. remain in compliance with all terms and conditions of this Agreement.
- b. You may choose to provide feedback to Contractor at your option. You grant to Contractor a perpetual, fully paid up, irrevocable, nonexclusive, worldwide license to such feedback to use, execute, display, reproduce, make, perform, disclose, prepare derivative works from, and distribute, sell and transmit (internally and externally) such feedback and derivative works therefrom for any purpose. This includes the right of Contractor to sublicense these rights to any third-party without consent or accounting by Contractor to You. You represent that any feedback provided to Contractor is original and that no part of such feedback violates any intellectual property rights of any third party.
- c. Excluding any Contractor logos or trademarks, Contractor gives you permission to use results from Your Quantum Inputs displayed on QuantumPath® web-based applications, including by screen capture, provided that You cite the source as “created using QuantumPath®”.

THIRD: Compliance with the restrictions by the user client and unauthorized use of the software that is the object of this license:

The user client undertakes to use all means at its disposal to ensure that the people employed by it comply with the conditions of this license agreement, including without restriction, not allowing anyone to use a part of the licensed software for the purpose of decrypting its source code. If the Client becomes aware that the authorized software is being used by such persons outside the limits of this license agreement, the Client must use all the means available to immediately cease such use. The User Client must notify the Contractor in writing of any unauthorized use of the software that is the object of this license.

FOURTH: Warranties and Client expectations about the product of this license: Considering the state of the art of quantum computing, and the gratuitous nature of this Agreement, it is

subject to any statutory warranties which cannot be excluded and may apply to Client (such warranties are limited in duration to the minimum period permitted under applicable law), QuantumPath® is provided AS IS and Contractor makes no warranties, express or implied, regarding QuantumPath®, or support thereof, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, and title, and any warranty or condition of non-infringement. Results are not guaranteed, and Contractor makes no representation on the availability of QuantumPath® and any associated services beyond what is explicitly contemplated in this Agreement.

The product that is the object of this user license is made up of a series of features described in QuantumPath website, so the Contractor does not guarantee that said features correspond to the expectations that the Client and its users have regarding them, nor that the benefits of the product are those that in the customer's opinion should be met.

FIFTH: Miscellaneous:

- a. Contractor may terminate, suspend, revoke or limit Your access to QuantumPath® if it detects that this Agreement is not being followed.
- b. QuantumPath® may not be used for unlawful, obscene, offensive or fraudulent activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, deceptive or disparaging messages, viruses or harmful code, or violating third party rights. In addition, Contractor may remove or refuse to accept or use any Content without limitation.
- c. You shall not decompile, reverse engineer, disassemble, or otherwise attempt to derive source code of QuantumPath® or from the services provided with it.
- d. You shall not use, evaluate, or view the QuantumPath® or from the services provided with it (whether via manual process or through a robot, spider, or any other automatic device) for the purpose of gathering or extracting any data or content of QuantumPath® or designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof that performs functions similar to the functions performed by QuantumPath®.
- e. You shall not use QuantumPath® in any way that harms Contractor, QuantumPath®, other users of QuantumPath®, or other computer systems, and intellectual property rights therein. You will promptly notify Contractor if You discover or suspect that Content may harm QuantumPath® or its users and will fully cooperate with Contractor's efforts to protect QuantumPath® and its users.
- f. You will not use QuantumPath® to:
  - I. to transmit any computer viruses, worms, defects, or other items of a destructive nature.
  - II. promotes or assists in any illegal activity
  - III. involve contests, sweepstakes, barter, advertising, or pyramid schemes
  - IV. involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"
- g. You will not circumvent any restrictions placed on Your account, including employing practices to mask Your physical location.
- h. Contractor is not responsible for the use of QuantumPath® 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.

- i. You understand and acknowledge that you alone are responsible for User Content and you, not the Contractor, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Contractor or QuantumPath®. We reserve the right to remove User Content without prior notice for any reason, including, without limitation, if we are notified or have reason to believe that User Content infringes on another's intellectual property rights.
- j. Each Party agrees to comply and reasonably assist the other in complying with applicable government export and import laws and regulations of Spain and its international agreements.
- k. If You uses quantum computing technology from the United States of America:
  - I. You agree that You will not access QuantumPath® in a manner contrary to USA or other applicable export, embargo, and sanctions regulations, including restrictions related to certain end uses and end users. Further, both Parties will not directly or indirectly export or re-export, at any time, any technology, software and/or commodities furnished through this Agreement, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations of the United States.
  - II. You represent that User Content will not, in whole or part, be (1) regulated data of any kind, including but not limited to sensitive healthcare or financial data, (2) Content controlled under the U.S. International Traffic in Arms Regulation (ITAR) or the defense trade control regime of any country, (3) Content that requires an export license under applicable export control laws, or (4) Content described on the Commerce Control List of the U.S. Export Administration Regulations or the dual-use control list of any country.

## **Section 2**

### **The Client 's Services and Obligations**

- (1) The Client shall be responsible for the front-end hardware and software. The connection fee to the Contractor shall be borne by the Client.
- (2) The Client 's Obligations:
  - The Client shall not be allowed to perform any modifications to the QuantumPath® software.
  - The Client has the sole responsibility for the functionality of developments created by the Client in training courses and research projects, and the Contractor herewith excludes any liability and warranty in connection with the Client's developments.
  - The Client shall provide access to the Contractor by means of static IP addresses.
  - Resource-intensive activities (for example, larger batch runs) are not in the scope of use of the Free Developer online license.
  - The Client shall communicate problem reports to the Contractor precisely and

comprehensibly.

- The Client shall appoint a dedicated contact person for the collaboration with the Contractor.
- The Client will provide anonymized technical information on the use of the QuantumPath platform that will serve the Contractor to improve the platform and for its technical support.

### Section 3

#### Fee

- (1) The Client will not pay any fee for the use of the Free Developer\_online license nor for the services corresponding to this license type. This type of license is limited to:

Features	Free Developer suscription
Use of quantum hardware	No
Quantum hardware providers	No
QPath quantum simulators	Yes
Quantum simulator providers	Qiskit, Ocean, Braket, MS QDK
Quantum technologies	Gates, Annealing
Solutions (per user)	3
Agnostic circuits (per solution)	1
Direct Code	No
Direct Code assets (per solution)	0
Circuit flows (per solution)	1
Executions	unlimited
qSOA™ Integration	No
qSOA™ services publication	0
Team management	No
Team member	1
qAPPs Ecosystem	No

Trademark Disclaimer:

All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used in this Customer Agreement are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

- (2) The Contractor will offer prices for other types of licenses (Business and Enterprise), which can be contracted online, or à la carte prices for Business and Enterprise licenses with different volumes of users and other benefits to which the packages contain on-line.
- (3) The change of type of License will imply the expiration of this contract and will give rise to a new contract, according to the type of license acquired.

## Section 4

### Liability

- A) **DISCLAIMER OF WARRANTY.** CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. QUANTUMPATH® AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER CONTRACTOR NOR ANY PERSON ASSOCIATED WITH CONTRACTOR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF QUANTUMPATH® AND THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CONTRACTOR NOR ANYONE ASSOCIATED WITH CONTRACTOR REPRESENTS OR WARRANTS THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY SERVICES (AS DEFINED BELOW)) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT QUANTUMPATH® AND THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY SERVICES) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- B) **Third-Party Services.** You acknowledge and agree that your access and use of, and the proper performance of, the Services is dependent on the performance of services operated and/or provided by third parties, including, without limitation application programming interfaces (APIs), quantum processors, quantum computing software, quantum simulators and emulators, other quantum and classical computing hardware, and/or other services operated or provided by third parties (collectively, "Third-Party Services") that are controlled by third parties (i.e., not Contractor) and that Contractor has no control over such third parties or Third-Party Services. Therefore, you use the Third-Party Services at your own risk and are responsible for your use of Third-Party Services, including, without limitation, being fully responsible and liable for any additional costs or expenses associated with Third-Party Services, procuring any and all rights necessary for your access to Third-Party Services, and compliance with the applicable third parties' terms and conditions applicable to your use of Third-Party Services. In addition to the termination rights we have in these User Terms, we may terminate your access to QuantumPath® if you violate the terms or conditions applicable to your use of any Third-Party Services.
- C) **Third-Party Sites.** As is typical online, the Services may contain hyperlinks to other websites and/or resources that are not controlled or operated by Contractor ("Third-Party Sites"). If there are Third-Party Sites linked to QuantumPath®, either by Contractor or by You, these links are provided only for the convenience of our users. We have no control over the contents of Third-Party Sites, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Third-Party Sites linked to the Services, you do so entirely at your own risk and subject to the User Terms and the terms and conditions of use for such websites.
- D) Any claims for damages resulting from culpa in contrahendo, breach of contract other than due to impossibility or delay in performance, or from tortious acts against the Contractor and the Contractor's agents shall be excluded unless caused by intent or gross negligence. This shall not apply in the event of slight negligence where material contractual obligations were breached.
- E) Liability shall be limited to such typical damage as is reasonably foreseeable on conclusion of this Agreement given the information available to the Contractor at that time.

- I. Limit of liability. You understand and agree that in no event shall the Contractor be liable for any indirect, incidental, special, exemplary, or consequential damages arising out of or in connection with the services, whether or not company has been advised of the possibility of such damages, on any theory of liability (including contract, tort including negligence, or howsoever otherwise) arising out of, in connection with, or resulting from the services.
  - II. Indemnification. As a necessary condition of your use of QuantumPath® and its services, you agree to be responsible for the consequences flowing from your use and any violation of these User Terms. Therefore, you hereby agree to defend, indemnify, and hold harmless the Contractor, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Agreement or Your use of QuantumPath® and its services, including, without limitation, (i) any use of the Services, and any related products, services, or materials other than as expressly authorized in these Agreement or Your use of any information obtained from QuantumPath® and its services, (ii) your violation of any term of these Agreement, (iii) your violation of any third party rights, including without limitation intellectual property or privacy rights, (iv) your violation of law, (v) your use of any services provided by third party service providers, (vi) any breach of any of your representations and warranties and (vii) your use of QuantumPath® and its services in combination with other software, Services, Hardware, etc. or in a manner not contemplated by this Agreement.
- F) The disclaimers and exclusions in this Agreement also apply to Contractor's affiliates, contractors, and suppliers. Providers of non-Contractor products and services may provide their own warranties. Contractor has no responsibility for claims based on non-Contractor products and services, or any violation of law or third-party rights caused by the Client 's Content.

## Section 5

### Term and Termination of the Agreement

- (1) This Agreement shall enter into force on **to be filled by system** and shall be limited to an initial term of one year. Thereafter the Agreement shall be extended for an additional period of one calendar year each unless terminated by any of the parties hereto subject to six months' notice.
- (2) Without prejudice to the right of termination for cause, the Agreement may be terminated subject to a notice of six weeks if a party hereto continues to substantially breach the obligations under this Agreement and/or continues to jeopardise system operation deliberately or by neglect, even though such party was granted an appropriate time period to take remedial action.
- (3) The Agreement, with no need for a notice of termination, will end before its expiration if and when this contractual relationship between Contractor and Client, or between the Client and Contractor, ends.

## Section 6

### Confidentiality

- (1) The parties hereto undertake to treat any and all confidential information and business secrets they obtained from the other party in the course of this Agreement even if such



information and/or business secrets were not designated as confidential strictly confidential for an unlimited period of time, to the extent that such information or business secrets are not evident or available to the general public.

- (2) The parties hereto shall ensure that any employees and agents involved in the performance of this Agreement keep the confidentiality obligations as set forth herein.

## **Section 7**

### **Privacy and Data Management**

#### 1) QuantumPath® Systems Manager

- a. Systems Manager may collect and transmit to aQuantum information regarding your use of QuantumPath® and its services, including inventory items (e.g., application inventory and custom inventory items); parameters; configuration data (e.g., network and state configuration); telemetry and diagnostics data; update history and registry keys; resource groups; and patch metadata (“Systems Information”). Systems Information may be used by Contractor to operate and maintain (including to improve) QuantumPath® and its services.
- b. Certain features of QuantumPath® and its services include functionality that allows notifications to be sent to a contact channel (e.g., telephone number, email address). Your use of these features instructs us to send notifications (e.g., SMS/voice messages/emails) to the contact channels entered in the applicable workflows and confirms that you are authorized to send such notifications. Carriers may charge for notifications sent or received in connection with these features.

#### 2) Personal Data

- a. Contractor, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process Your personal identifiable information (PII), as detailed at the Contractor Legal Information Page), for the purposes and the duration in the QuantumPath® Privacy Page. The Contractor Privacy Policies provide additional details. By accepting this Agreement, You are giving Contractor Your consent to collect, access, store and use the PII, all in accordance with this Agreement (including the Contractor Privacy Policies and the Contractor Legal Information Page).
- b. You may withdraw consent at any time by notifying Contractor via Your QuantumPath® account page or as detailed in the “Data Retention” portion of the Contractor Privacy Page.
- c. You represent that You will not provide Contractor with any personally identifiable information that relates to or identifies an individual, other than the PII specified in this Article.

## **Section 8**

### **Final Provisions**

- 1) The Contractor shall communicate to Contractor any misuse of the QuantumPath® software by the Client that the Contractor has become aware of. The terms and conditions governing the use of QuantumPath® software for research and teaching purposes are set forth in the Software License Agreement between Contractor and Client.

- 2) Any communication between the Parties related to this Agreement will be transmitted through the web form to make inquiries, suggestions and complaints from the user's account.
- 3) For any dispute with Contractor, You agree to first contact us in writing and attempt to resolve the dispute with Contractor informally. In the unlikely event that Contractor has not been able to resolve a dispute it has with you after sixty (60) days, the Parties agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Agreement, or the breach or alleged breach thereof (collectively, "Claims
- 4) WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT TO ARBITRATE, YOU AND CONTRACTOR ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION. Any alterations, modifications and amendments of this Agreement must be in writing
- 5) The law of Spain shall apply to this Agreement.
- 6) The Parties agree to submit any controversy, difference or claim that arises on the occasion of this Agreement and any amendment to it or related to this Agreement, including in particular, its validity, obligation, interpretation, execution, breach or termination, as well as non-contractual claims, to a judicial procedure before the Courts of Madrid city.
- 7) Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions. In accordance with the principle of good faith, the parties hereto shall make all reasonable effort to replace the invalid provision by a valid provision of equal economic benefit, provided that this does not lead to a substantial change of the content of this Agreement. The same shall apply to any gaps in this Agreement which need to be filled.

Last update: October 27, 2022

This update was accepted by the Client on: to be filled by system