



QUBEC quantum computational chemistry platform service
End User License Agreement, version 1.0
Offered by Qu&Co Chemistry BV

IMPORTANT – READ CAREFULLY:

This End-User License Agreement (the “EULA”) is a legal agreement between you (either an individual or a single entity) and Qu&Co Chemistry BV (“QUCO”) for evaluation and use of QUCO’s quantum computational chemistry platform service called QUBEC (including all related services and software applications provided) and any associated documentation provided with the services or software (collectively, the “Service”).

By accessing or using the Service: (1) you represent that you understand the terms of this EULA and you have the capacity and authority to bind yourself to this EULA, and (2) you accept the terms of this EULA and you consent to be bound by this EULA (hereinafter referred to as “you”). If you do not agree to be bound by these terms and conditions, do not access or use the Service.

1. Grant of License.

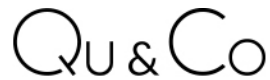
1.1 General License Grant.

Pursuant to an email or other written communication from the QUCO with the confirmation of your license order for the Service (“License Order Confirmation”), and subject to the agreed-upon payment of any applicable license fees and other charges, QUCO grants you the limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Service in accordance with this EULA and subject to any volume, user, field of use, configuration or other restrictions set forth in the applicable License Order Confirmation. If your purchase order or other documentation contains terms in addition to, or different than, the terms of this EULA, those terms in that purchase order or other documentation shall be disregarded, and the terms of this EULA shall control.

1.2 License Options.

Your license to install and use the Service shall be in accordance with one or more of the following license options, as set forth on the License Order Confirmation. The Service may contain a license management tool (a “License Manager”) that regulates your use of the Service. If so, all of the licensed activity described below must be subject to the control of the License Manager, and you may not access or use the Service in a manner that circumvents or interferes with the operation of the License Manager or any other technological measure that controls access to the Service.

- a) *“Evaluation License”*. One identified individual (the named user as designated in the License Order Confirmation) may use the Service for a limited evaluation period. You may access and use the Service from any number of computers necessary to support that named-user so long as the Service is used only by the named-user. The Evaluation License shall terminate at the end of the evaluation period (if stated in the License Order Confirmation) or upon revocation by QUCO for any reason on a 5 business days’ notice to you through electronic mail or with immediate effect in the event of a breach. No license fees are payable in case of an Evaluation License.
- b) *“Subscription License”*. One identified individual (the named user as designated in the License Order Confirmation) may use the Service. You may access the Service from any number of computers necessary to support that named-user, so long as the Service is used only by the named-user. The term of each Subscription License shall be as set out in the applicable License Order Confirmation and



shall commence on the start date specified on the applicable License Order Confirmation (“Subscription Term”). The Subscription License shall automatically terminate upon the expiry of the applicable Subscription Term unless the parties have agreed upon an automatic renewal of the term pursuant to the terms of the License Order Confirmation or with immediate effect in the event of a breach. All annual subscription fees shall be payable per authorized user as set forth in the applicable License Order Confirmation.

1.3 Restrictions.

It is your responsibility to ensure compliance with the terms of this EULA. Except as may otherwise expressly be provided herein and as otherwise expressly permitted by law, you shall not, directly or indirectly:

- a) Use the Service in a manner that infringes any third party’s copyrights or any other rights;
- b) Make any translation, adaptation, arrangement, modification, derivative work or other alteration of the Service;
- c) Distribute, sell, give away, hire or lease the Service, or another product wholly or partially derived from the Service, or offer to do any of the foregoing;
- d) Assign, sell, lease, rent, time-share, or otherwise make all or any part of the Service available for installation or use by any third party, as a service bureau, application service provider or otherwise, without the prior written consent of QU & Co; or
- e) Decipher, decompile, disassemble or reverse engineer the Service, in whole or in part. To the extent you are expressly permitted by law to reverse engineer the Service, you agree to use such findings only as expressly permitted by law, and to otherwise hold such findings in strict confidence. For information regarding interoperability, contact QU & Co.

1.4 Transfer and Assignment.

This EULA is purely personal and may not be assigned or assumed (including by operation of law) without QU & Co's prior written consent, and any attempt to do so without such consent is void.

1.5 Term and Termination of License.

- a) The term of this EULA, and the license granted hereunder, shall commence upon the date provided for in the applicable License Order Confirmation, and shall continue for the term stated on the applicable License Order Confirmation as issued by QU & Co or, if no specific term is stated, shall continue indefinitely unless revoked in accordance with this EULA.
- b) This EULA and the license granted hereunder shall terminate immediately and automatically if you have not paid any applicable license or subscription fees or other charges due to QU & Co within 30 days after such amount is due.
- c) Without prejudice to any other rights, QU & Co may immediately terminate this EULA and the license granted hereunder upon written notice to you if you fail to comply with the terms and conditions of this EULA.
- d) Upon termination of the license for any reason, you must immediately destroy and stop using the Service or all copies of the Service (including purging all storage media on which such Service is installed or otherwise stored) and all of its components.
- e) Upon termination of this EULA, the provisions of Section 1.3, 3, 5, 6, 7, 8, and 9 shall survive.

2. Support and Availability.

- a) Unless otherwise agreed between the parties QU & Co shall provide you with electronic mail or videoconference support during regular European business hours to help you identify and correct problems with the Service.
- b) Unless otherwise agreed between the parties QU & Co aims to provide the Service with a system availability of at least 90% during each calendar month, excluding any downtime of the Service for



scheduled or unscheduled maintenance.

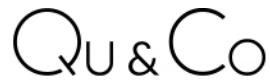
3. Ownership of Intellectual Property.

All Intellectual Property Rights in and to the Service are and shall remain the sole and exclusive property of QUCO, where "Intellectual Property Rights" is defined as any patent, trademark, service mark, copyright, moral right, right in a design, know-how, and any other intellectual or industrial property rights, anywhere in the world whether or not registered. Nothing in this EULA shall confer any rights in any trade name, business name, or trademark of QUCO to you. All modifications and improvements made to the Service and derivative works of the Service created by QUCO based in whole or in part upon the suggestions or feedback provided by you shall be and remain the sole and exclusive property of QUCO. You agree not to remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Service. You agree to keep confidential and use your best efforts to prevent and protect the Service's contents and output from unauthorized disclosure.

4. User Data.

- a) Title, ownership rights, and intellectual property rights in and to any proprietary data provided by you as input to the Service or generated by the Service based on your input of any of your proprietary data (the "Proprietary Data") will be or remain your exclusive property.
- b) You may be required to disclose certain confidential information required for accessing the Service, including but not limited to account access information for cloud-based quantum hardware services (the "Confidential Information").
- c) You may be required to disclose certain personally identifiable information required for registering for or accessing the Service, including but not limited to your name, company information, mail-address or other contact details (the "Personal Identifiable Information" or the "PII").
- d) QUCO will hold in confidence all Proprietary Data, all Confidential Information and all PII disclosed by you to QUCO or entered into the Service (the "User Data") and may only use this User Data according to the terms of this EULA and solely for the purpose of providing access to, operating and improving the Service or for creating additional services. Additionally, QUCO may not disclose any User Data to any third party, except to the extent permitted by this EULA, the disclosing party consents in writing, or required by Law.
- e) QUCO will implement appropriate safeguards to prevent unauthorized access to, use of, or disclosure of any PII as defined under applicable laws and regulations. Additionally, the QUCO shall: comply with all applicable European privacy policies, terms of use, and data protection Laws with respect to the collection, storage, use, and dissemination of personal data, and maintain an information security program that materially complies with all applicable data protection laws in all material respects and includes administrative, technical, and physical safeguards intended to protect against reasonably anticipated threats or hazards to the privacy, security, integrity, and confidentiality of personal data of customers.
- f) By entering or uploading Proprietary Data into the Service you grant QUCO a license to use, copy, transmit, store, analyze, and back up all User Proprietary Data you submit to the Service, in order to enable you to use the Service and allow QUCO to improve the Service or to create new services.
- g) You consent that QUCO may disclose your account access details for cloud-based quantum hardware services to the respective quantum hardware service provider to facilitate the usage of the cloud-based quantum hardware, which has been contracted between you and the respective quantum hardware provider.
- h) You consent that QUCO may disclose your PII to our partner Schrödinger Inc. The disclosed information shall only be used by Schrödinger Inc. to provide access to the services offered by Schrödinger, including the Maestro chemical modeling interface, or to offer additional services to the Customer and shall be protected by Schrödinger Inc. privacy policies.

5. Disclaimer.



The Service is provided on an 'as is' and 'as available' basis without any warranties of any kind, and QUCO expressly disclaims any and all warranties whether expressed or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that QUCO does not warrant that the Service will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the Service, and no information, advice, support or other services obtained by you from QUCO or through the Service shall create any warranty unless they are explicitly agreed between parties in writing.

6. Limitation of liability.

In no event, with the exception of death or personal injury caused by QUCO negligence or cases of fraud or willful damage by QUCO, shall QUCO be liable to you for loss of prospective profits or special, indirect, or consequential damages even if QUCO is advised of the possibility of such damage. In addition, in no event shall the total liability of QUCO to you under this EULA exceed an amount equal to that paid by you to QUCO in connection with your use of the Service within the previous twelve-month period.

7. Export.

You agree that the Service will not be shipped, transferred, exported, or re-exported into any country or used in any manner prohibited by any applicable export laws, restriction or regulations (collectively, the "Export Laws"). If the Service, or any component thereof, is identified as an export-controlled item under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation and that you are not otherwise prohibited under the Export Laws from receiving the Service. All rights to use the Service under this EULA are granted on the condition that such rights are forfeited if your representations and warranties in this section are not true, however such misrepresentation does not release you from any of your duties under this Agreement.

8. Jurisdiction.

This EULA is governed by the laws of the Netherlands, excluding its rules on the conflict of laws. You hereby consent to the exclusive jurisdiction of the district court of Amsterdam.

9. General.

This EULA shall inure to the benefit of QUCO and its successors, affiliates, or assigns. Waiver of breach of any provision of this EULA shall not be deemed a waiver of that provision or any other provision. Should any provision of this EULA be or become wholly or partly invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of this EULA. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the intent and purpose of the invalid or unenforceable provision. This EULA may be modified or amended only in writing signed by both you and QUCO.

You acknowledge that you have read this EULA, understand it, and agree to be bound by its terms and conditions. You further agree that this EULA, together with one or more License Order Confirmations for the Service, is the complete and exclusive statement of the EULA between you and QUCO, which supersedes any proposal, or prior EULA, oral or written, and any other communications between you and QUCO relating to the subject matter hereof.

If you have any questions about this EULA, or if you wish to change the address to which notices may be sent to you for purposes of this EULA, you may write to QUCO at the following mail address: qubec@quandco.com.

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