

# End User License Agreement

Version: 1.0    Effective Date: September 1, 2025

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## END USER LICENSE AGREEMENT (EULA)

### Qunova Quantum Computing SaaS Platform

Effective Date: September 1, 2025

Last Updated: September 1, 2025

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## 1. INTRODUCTION AND ACCEPTANCE

This End-User License Agreement ("EULA") is a legally binding contract between you ("Customer" or "you") and Qunova Computing, Inc. ("Qunova Computing, Inc.," "we," or "us") governing your use of our quantum computational chemistry SaaS platform ("Service").

By accessing, using, or registering for the Service, you represent that you are of legal age to form a binding contract (at least 18 years old in most jurisdictions) and acknowledge that you have read, understood, and agree to be bound by the terms of this EULA. If you are entering into this EULA on behalf of a company, organization, or another legal entity, you represent that you have the authority to bind that entity and its affiliates to this EULA. If you do not have such authority, or if you do not agree with the terms of this EULA, you must not accept this EULA and may not use the Service.

This EULA is effective as of September 1, 2025.

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## 2. DEFINITIONS

**"Service"** means the Qunova Quantum Computing SaaS Platform, including all software, applications, web interfaces, APIs, documentation, and related services.

**"Quantum Processing Units (QPUs)"** means quantum computing hardware, simulators, or other computational resources provided by Qunova Computing, Inc. or its third-party partners.

**"Computational Chemistry Work"** means scientific computing tasks related to molecular calculations, quantum chemistry simulations, and related quantum algorithms including but not limited to Variational Quantum Eigensolver (VQE) calculations.

**"Usage Metrics"** means the metrics used to measure consumption of the Service, which may include but are not limited to compute time, storage usage, quantum circuit executions ('shots'), quantum tasks, and access to premium features.

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## 3. GRANT OF LICENSE

### 3.1 License Grant

Subject to your compliance with this Agreement, Qunova Computing, Inc. grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for lawful computational chemistry research and commercial quantum computing applications.

### 3.2 Restrictions

You may not:

Reverse engineer, decompile, or disassemble any part of the Service

Use the Service for illegal activities or purposes

Attempt to gain unauthorized access to quantum computing resources

Share your account credentials with third parties

Use the Service to compete directly with Qunova Computing, Inc.

Interfere with or disrupt the integrity or performance of the Service

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## **4. USER ACCOUNTS AND RESPONSIBILITIES**

### **4.1 Account Security**

You are responsible for maintaining the confidentiality of your account credentials (username, password, and any other authentication information). You are fully responsible for all activities that occur under your account. You agree to notify Qunova Computing, Inc. immediately of any unauthorized use of your account or any other breach of security. Qunova Computing, Inc. will not be liable for any loss or damage arising from your failure to comply with this section.

### **4.2 Prohibited Activities**

In addition to the restrictions in Section 3.2, you are prohibited from:

Using the Service for any illegal, fraudulent, or malicious purpose.

Attempting to reverse engineer, decompile, or discover the source code or underlying algorithms of the Service or the third-party QPUs.

Benchmarking the Service or QPUs for competitive purposes without prior written consent.

Using any automated means, such as bots or scrapers, to access the Service, other than through the official APIs.

Knowingly transmitting any data containing viruses, worms, or other harmful computer code.

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## 5. QUANTUM COMPUTING SERVICES

### 5.1 Third-Party QPU Access

The Service provides access to quantum processing units and simulators operated by third parties. Your use of these QPUs is subject to:

- Additional terms and conditions of the respective QPU providers
- Availability limitations and scheduling constraints
- Geographic restrictions based on QPU locations
- Pricing and usage fees as specified in your subscription plan or the applicable service order.

### 5.2 Computational Accuracy

You acknowledge that:

- Quantum computing results may contain inherent uncertainties and error rates
- Classical simulation results are approximations with computational limitations
- The Service provides tools and algorithms on an "as-is" basis
- You are responsible for validating all computational results for your specific use cases

### 5.3 Research and Development Nature

Quantum computing technology is rapidly evolving. The Service may include experimental features, and performance characteristics may change as technology advances.

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## **6. USAGE RIGHTS AND FAIR USE**

You agree to use the Service responsibly and not disrupt its performance for others.

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## **7. DATA RIGHTS AND PRIVACY**

You own your data. We process it to provide and improve the Service, and may transfer it internationally. We use industry-standard security and comply with relevant laws.

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## **8. FEES AND PAYMENT TERMS**

Use of the Service is subject to payment of applicable fees. By registering for or using the Service, you agree to pay all charges incurred in connection with your account in accordance with the billing terms in effect at the time the fee or charge becomes payable.

Pricing and payment terms are provided separately and may be updated from time to time. Continued use of the Service constitutes acceptance of any changes to the pricing or billing terms.

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## **9. INTELLECTUAL PROPERTY**

### **9.1 Service IP**

Qunova Computing, Inc. retains all rights, title, and interest in the Service, including all intellectual property rights in the software, algorithms, methodologies, and documentation.

### **9.2 Customer IP**

You retain all rights to your original research, discoveries, and intellectual property developed using the Service, subject to the license granted in Section 3.

### **9.3 Improvements**

Any improvements, enhancements, or modifications to the Service suggested or contributed by you may be incorporated by Qunova Computing, Inc. without compensation.

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## **10. COMPLIANCE AND EXPORT CONTROLS**

### **10.1 Legal Compliance**

You agree to use the Service in compliance with all applicable laws, regulations, and industry standards, including:

- Export control laws and regulations
- Data protection and privacy laws
- Scientific research ethics guidelines
- Institutional compliance requirements

## **10.2 Export Restrictions**

The Service and related technology may be subject to export control laws. You agree not to export or re-export the Service to prohibited countries or entities.

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# **11. WARRANTIES AND DISCLAIMERS**

## **11.1 Limited Warranty**

Qunova Computing, Inc. warrants that the Service will perform substantially in accordance with published documentation under normal use conditions.

## **11.2 DISCLAIMER**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. QUNOVA COMPUTING, INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **11.3 Quantum Computing Disclaimer**

QUANTUM COMPUTING RESULTS ARE INHERENTLY PROBABILISTIC AND MAY CONTAIN ERRORS. CUSTOMER IS RESPONSIBLE FOR VALIDATING ALL RESULTS FOR THEIR INTENDED USE.

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## **12. LIMITATION OF LIABILITY**

### **12.1 Exclusion of Damages**

IN NO EVENT SHALL QUNOVA COMPUTING, INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA LOSS, OR BUSINESS INTERRUPTION.

### **12.2 Liability Cap**

QUNOVA COMPUTING, INC.'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

### **12.3 Research Risks**

Customer acknowledges that computational chemistry and quantum computing research involves inherent risks and uncertainties, and Qunova Computing, Inc. is not liable for research outcomes or publication delays.

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## **13. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Qunova Computing, Inc. and its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising from or relating to:

Your use of the Service, including any Customer Data you submit or generate.

Your violation of this Agreement or any applicable laws or regulations.

Your infringement of any intellectual property or other right of any third party.

Any research, experiments, or commercial activities you conduct using the Service.

This indemnification obligation includes, but is not limited to, any claim made by a third party related to your use of the Service. Qunova Computing, Inc. reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Qunova Computing, Inc. in asserting any available defenses.

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## **14. TERM AND TERMINATION**

### **14.1 Term**

This Agreement begins when you first access the Service and continues until terminated.

### **14.2 Termination**

Either party may terminate this Agreement:

With 30 days' written notice

Immediately for material breach of this Agreement

Upon insolvency or bankruptcy of either party

### **14.3 Effect of Termination**

Upon termination:

Your access to the Service will cease.

You must cease all use of the Service.

You will have a period of thirty (30) days to export your Customer Data from the Service. After this period, Qunova Computing, Inc. may permanently delete all Customer Data in its possession, subject to any legal retention requirements.

Outstanding payment obligations remain due.

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## **15. SUPPORT AND MAINTENANCE**

### **15.1 Support Services**

Qunova Computing, Inc. will provide reasonable technical support during business hours, including:

- Platform access assistance
- Basic usage guidance
- Bug reports and issue resolution

### **15.2 Maintenance**

The Service may be temporarily unavailable for scheduled maintenance, which will be communicated in advance when possible.

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## **16. MODIFICATIONS AND UPDATES**

### **16.1 Service Updates**

Qunova Computing, Inc. may update the Service to add features, improve performance, or address security issues. Material changes will be communicated to users.

### **16.2 Agreement Modifications**

This Agreement may be modified with 30 days' notice. Continued use of the Service constitutes acceptance of modifications.

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## **17. GOVERNING LAW AND DISPUTE RESOLUTION**

### **17.1 Governing Law**

This Agreement is governed by the laws of the Republic of Korea, without regard to conflict of law principles. Qunova Computing, Inc. is incorporated and primarily operates from South Korea.

### **17.2 Multi-Jurisdictional Service Operations**

The Service utilizes computational resources, quantum processing units (QPUs), and infrastructure that may be physically located in multiple jurisdictions including but not limited to:

Republic of Korea

United States of America

European Union member states

Other countries where quantum computing resources are available

By using the Service, you acknowledge that:

Your data and computational tasks may be processed in these various jurisdictions

Each jurisdiction may have different data protection, privacy, and computational regulations

The Service is subject to the laws and regulations of each jurisdiction where resources are located

Cross-border data transfers may occur as part of normal service operations

### **17.3 Global Availability with Restrictions**

While the Service is available globally, access may be restricted or prohibited in certain countries due to:

Export control laws and regulations of the Republic of Korea, United States, and other jurisdictions

International sanctions and trade restrictions

Data localization requirements in certain countries

Local laws that may conflict with the Service's operation

Technical limitations or business considerations

Quantum technology export restrictions

Users are responsible for ensuring their use of the Service complies with all applicable local, national, and international laws in their jurisdiction and the jurisdictions where computational resources are located.

## **17.4 Dispute Resolution**

Disputes will be resolved through binding arbitration administered by the Korean Commercial Arbitration Board (KCAB) in Seoul, Republic of Korea, in accordance with the KCAB International Arbitration Rules, except that either party may seek injunctive relief in the appropriate courts of Seoul, Republic of Korea.

## **17.5 Language and Jurisdiction**

The arbitration proceedings shall be conducted in English

The courts of Seoul, Republic of Korea shall have exclusive jurisdiction for any matters not subject to arbitration

This Agreement may be translated into other languages for convenience, but the English version shall prevail in case of any discrepancies

## **17.6 Class Action Waiver**

You waive any right to participate in class action lawsuits or class-wide arbitrations.

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## **18. GENERAL PROVISIONS**

### **18.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

### **18.2 Severability**

If any provision is found unenforceable, the remainder of the Agreement remains in effect.

### **18.3 Assignment**

You may not assign this Agreement without prior written consent. Qunova Computing, Inc. may assign this Agreement in connection with a merger or sale of business.

### **18.4 Force Majeure**

Neither party is liable for delays or failures due to circumstances beyond their reasonable control.

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## **19. CONTACT INFORMATION**

For questions regarding this Agreement, please contact:

**Qunova Computing, Inc.**

Email: [support@qunovacomputing.com](mailto:support@qunovacomputing.com)

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## **20. ACKNOWLEDGMENT**

By clicking "I Agree" or using the Service, you acknowledge that you have read, understood, and agree to be bound by this End User License Agreement.

**Electronic Signature:** Your electronic acceptance of this Agreement has the same legal effect as a handwritten signature.

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## **21. CONFIDENTIALITY**

Both parties agree to keep confidential any non-public information received from the other party in connection with the Service, except as required by law or regulation.

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## **22. SURVIVAL**

Sections regarding intellectual property, confidentiality, limitation of liability, indemnification, and dispute resolution will survive termination of this Agreement.

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## **23. THIRD-PARTY SERVICES**

Use of third-party services or resources in connection with the Service is subject to the terms and conditions of those third parties. Qunova Computing, Inc. is not responsible for third-party services.

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## **24. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

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## **25. WAIVER**

Failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision.

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*This EULA is effective as of the date you first access the Service and was last updated on September 1, 2025.*

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