QMILL TERMS OF SERVICE

These Terms of Service ("**Terms**") govern the subscription, access, and use of software and applications ("**Service(s)**") provided by QMill Ltd, Business ID: 3438021-6, Keilaranta 12 D, 02150 Espoo, Finland ("**QMill**"). The latest version of these Terms is also available within QMill's Services.

By executing a service agreement, order form or a corresponding contractual document that references these Terms or by clicking a box indicating acceptance, or by otherwise taking the Service into use (collectively hereinafter the "**Agreement**"), the customer organization (the **"Customer**"), as well as their respective end-users ("**End-User(s)**"), will become contractually bound by these Terms.

Each party (the Customer, as indicated in the Agreement, and QMill) is hereinafter individually referred to as the "**Party**" and together as the "**Parties**."

Please note that QMill may in certain cases also provide the Customer with custom services or functionalities, which may be ordered separately, or which may be indicated separately in the Agreement. These Terms are, however, only applicable to the access and use of QMill's standard software services as well as any services directly related thereof.

1. Agreement and Order of Precedence

These Terms, along with the Agreement and any other appendices and documentation contained therein form the full contractual framework between the Parties.

In case of a discrepancy between these Terms and the Agreement, the terms of the Agreement shall have priority.

2. Right to use the Services

Subject to compliance with these Terms and against payment of the applicable service fees, QMill hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual and revocable license to use the ordered Service in its internal operations during the validity of the Customer's subscription ("**Subscription Term**").

The Customer understands and agrees that the Service is being provided to them under a limited license and is not being sold to the Customer, and that the Customer, nor any of its End-Users, do not gain any ownership interest of any kind in the Services under these Terms.

3. About the Services

QMill provides the Services in different functional categories, including (without limitation) (i) circuit transformation Services ("**Circuit Transformation Services**") such as circuit compression and other services that take the Customer's circuits and transform them. (ii) demonstration, experimentation and benchmarking Services ("**Benchmarking Services**"), such as algorithm and model benchmarking, (iii) challenge services ("**Challenge Service**"), in which QMill makes available problems, circuits or other materials ("**Challenge Material**") within the Service for analysis, testing or attempted solving by the Customer or its End-Users, and (iv) generation services ("**Generation Services**"), in which the Service produces a circuit, program or other deliverable from a Customer-supplied description.

The applicable features, functionality, technical limits, usage rules and service-specific conditions may be set out in the Agreement, the applicable service description, QMill's documentation, API documentation, the user interface of the Service, or other instructions made available by QMill within or in connection with the Services and shall form part of these Terms.

Unless separately set out in the Agreement, the Customer or its End-Users are not entitled to receive, inter alia, customer support services, consultation services, data transfer, integration, or implementation services, other than what is specifically agreed under these Terms.

In case such supplementary services are included in QMill's service offering, QMill shall have the right to collect the applicable fees and charges relating to these services, as agreed with the Customer on a case-by-case basis.

4. Authorized Users

Only End-Users authorized by the Customer are allowed to access and use the Services. Any unauthorized use is prohibited.

The Customer and each End-User shall be individually responsible for any unauthorized use of the Service conducted with their profile users and accounts, where applicable. Unless agreed otherwise, all End-User accounts are strictly personal. QMill has the right to disable any username, password, or other identifier and/or suspend access to the Services, at any time if, in its opinion, the Customer or any End-User has violated any provision of these Terms.

In the event of or if the Customer or any End-User has a reason to suspect any unauthorized access or use of the Service, or if any passwords have been revealed to a third party, QMill must be promptly notified.

The Customer shall remove and manage the access rights to the Service, when necessary, such as in case of termination of employment of any End-User.

5. Use Credits

The use of the Services may be provided through use credits ("**Use Credit(s)**"), as further set out in the Agreement on a case-by-case basis. Use Credits are always subject to a fee, unless expressly agreed otherwise between the Parties. Each request or callback consumes Use Credits in accordance with QMill's then-current price list, unless otherwise stated. The Customer may acquire additional Use Credits on a case-by-case basis by contacting QMill. If the Service allows the pre-agreed Use Credit limit to be exceeded through use, QMill has the right to charge for the excess Use Credits in accordance with its then-current price list.

6. Trials

QMill may, from time to time and at its sole discretion, make the Services or certain features available on a free trial, preview or beta basis ("**Trial**"). Where no fees are paid for such a Trial, the trial Services or functionalities are provided on "as is" and "as available" -basis, and QMill disclaims all warranties, undertakings and conditions of any kind (whether express, implied or statutory, including the warranties set out under Section 21 of these Terms), and has no obligation to provide support or service levels for the Trial, to the maximum extent permitted by applicable law.

7. Restrictions of Use

The Customer, as well as any individual End-User, shall only use the Services in strict accordance with these Terms.

The Customer shall not use, or permit the use of, the Services by more than the maximum number of users, applications or Use Credits, as applicable, specified in the Agreement. Where the number of permitted users is not specified separately, the granted right of use always applies to a single user.

Unless otherwise permitted in these Terms, the Customer, or any individual End-User, may not:

(a) circumvent or attempt to circumvent any usage control or anti-copy features of the Services;

(b) probe, scan, or test the vulnerability of the Services;

(c) use the Services or any content made available through the Services in any manner that could damage, disable, overburden, or impair the Services;

(d) use any data mining, robots, scraping, or similar data gathering or extraction methods in the Services;

(e) use, sell, rent, transfer, license, or otherwise provide anybody with the Services or the content available through the Services, except as provided under these Terms;

(f) interfere with QMill's other customers' use of the Services;

(g) reverse engineer or decompile the Services or obtain unauthorized access to the source code thereof;

(h) use the Services to gain unauthorized or unlicensed access to QMill's, or any of its applicable customers or third-party licensors, intellectual property or trade secrets;

(i) use the Services in violation of applicable law or legislation;

(j) modify, reproduce, adapt, translate, create derivative works of or otherwise exploit any portion of the Services, or use the Services in ways that violate intellectual property rights, business secrets or other proprietary rights of QMill or any of its applicable customers or third-party licensors, service

providers, subcontractors or other applicable third parties; or

(k) use the Services to transmit any material that contains adware, malware, spyware, software viruses, worms, or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software or equipment.

Notwithstanding the foregoing, QMill may expressly permit limited analysis, testing or attempted solving of designated Challenge Materials within a Challenge Service. Such permission applies only to the specific Challenge Materials, methods, time periods, accounts, infrastructure and rules made available by QMill for that purpose. No other probing, scanning, scraping, reverse engineering, security testing, attack, circumvention, overload, access to source code, access to non-public systems, access to other users' data or interference with the Services is permitted.

Where the Services are accessed via an application programming interface (API) or other automated means, the Customer shall keep all API keys, tokens and credentials confidential and secure, shall not share or transfer them outside the Customer's organization without QMill's consent, and shall not exceed or circumvent any rate limits, usage limits, access controls, authentication measures or technical restrictions imposed by QMill. QMill may monitor API and automated usage and may suspend, throttle or revoke access where QMill reasonably suspects misuse, security risk, excessive load or breach of these Terms.

QMill shall have the right to deny the Customer's or its End-User's access to the Services without any prior notice if QMill suspects that the Customer or any End-Users use the Services in violation of these Terms.

8. Customer Obligations

The Customer is responsible for acquiring and maintaining any and all network connections, hardware and software required for the use of the Services and is responsible for such connections, hardware and software, including their functioning, maintenance and security, as well as for ensuring that the Services fulfil the Customer's intended purpose of use.

The Customer's use of the Services must comply with all applicable laws and legislation. The Customer is solely responsible for its own compliance with applicable laws, including the acquisition of any licenses or permits and the filing of any notices and reports to authorities required under applicable law, if any.

The Customer is responsible for all use of the Services by its End-Users and shall ensure that such End-Users shall at all times comply with these Terms. The Customer further acknowledges that the Services are provided exclusively as business-to-business services and the Customer shall remain solely responsible for any obligations or liabilities towards its own End-Users in connection with the Services.

The Customer shall use all reasonable endeavors to prevent unauthorized access to, or use of, the Services.

Upon the termination or expiration of the Subscription Term, the Agreement and/or these Terms, all rights and licenses granted hereunder shall immediately terminate. In this case, the Customer agrees to immediately (i) cease all use of the Services, including use by its End-Users; and (ii) return to QMill or destroy all copies of data and other material related to the Services in its possession (notwithstanding the Results).

9. Attributions

If the Customer, or its End User, publishes any research results, articles, papers, or similar academic or technical publications that use any outputs generated through the Services (including, without limitation, compressed, obfuscated or otherwise transformed quantum circuits, benchmark results, generated circuits, reports, analyses or other Service outputs), the Customer shall include a reasonable and customary attribution of QMill Ltd together with such publication. Such acknowledgement shall take the form of a citation or other type of attribution consistent with prevailing best practices and norms for the relevant venue and field. If the Customer is uncertain as to the appropriate form of attribution, the Customer shall consult QMill for further guidance. QMill may, in its discretion, waive this attribution right on a case-by-case basis, in which event the Customer shall not attribute or cite QMill in the applicable publication.

10. Third-Party Services

Certain functionalities or elements of the Services may be provided by or integrated with services provided by third-party suppliers or partners. This may

include, but is not limited to, high-performance computing services procured through third-party suppliers.

QMill shall not be liable for the performance of the third-party services or for any direct or indirect claims or damages arising from the use of third-party services. In addition, QMill shall not be liable for interruptions to the availability of the services provided by any third parties.

These Terms exclusively cover the Services provided by QMill and the use thereof and any linked or incorporated third-party services (if any) are provided by the relevant third parties and covered by their applicable terms and conditions, privacy policies, or other terms or licenses.

11. Intellectual Property Rights

Intellectual property rights shall be understood in the broadest sense, including but not limited to any copyright, patent, trademark, design right, database protection right, and any other form of statutory protection of any kind (whether registered or unregistered) and applications for any of the foregoing respectively as well as any know-how, inventions, and trade secrets in or related to the Services and thereto related documentation (including modifications, if any) and all parts and copies thereof.

All title and any intellectual property rights to the Services and any related documentation belong exclusively to QMill and/or its respective third-party licensors. The license granted to the Customer to use the Services during the Subscription Term is set out in the Section 2.

All rights in and to any results (the "**Results**"), generated by the Customer through use of the Services and derived primarily and essentially from the Customer's, or any applicable End User's, data entered into the Services (the "**Input Data**"), such as transformed versions of circuits produced by Circuit Transformation Services or deliverables produced by Generation Services from a Customer-supplied description, shall accrue to and vest in the Customer.

Any outputs that consist of, or substantially incorporate, materials provided by QMill derived from QMill intellectual property within the Services ("**QMill Background**") (including but not limited to problem instances, reference datasets and benchmark results made available through Benchmarking Services, and Challenge Material, hidden secrets, solutions and scoring logic made available through Challenge Services) remain the sole property of QMill, and the Customer receives only a limited right to use such outputs internally for the purposes of the Services during the Subscription Term, or any other applicable, separately permitted period of use (such as contest participation). Any commercial use, resale, redistribution, sublicensing, publication, public disclosure or other exploitation of QMill Background, or of any results substantially incorporating QMill Background, outside such permitted internal use is strictly prohibited. The Customer grants QMill a limited, non-exclusive, non-transferable, non-sublicensable (notwithstanding any sublicenses granted to QMill's affiliates, subcontractors and service providers solely as necessary to provide, secure, maintain, support, analyze and improve the Services) and worldwide right to use, make copies, modify and create further derivatives from the Input Data and the Results to operate, maintain, support and improve the Services. To the extent feasible, QMill shall use the Input Data and the Results for the above purposes in aggregated and/or de-identified form.

Notwithstanding the above, where Input Data or Results consists particularly of any submissions, code, write-ups, analyses, results or other materials provided by the Customer or its End-Users in connection with a Benchmarking Service, Challenge Service or any substantially similar Service, QMill receives a worldwide, royalty-free, sublicensable license to use such Input Data and Results for evaluating the Service, validating QMill's algorithms, and improving QMill's products and services.

Except as expressly stated herein, these Terms do not grant the Customer or the End-Users any intellectual property rights in the QMill's intellectual property or other proprietary rights, and all rights not expressly

granted hereunder are reserved by QMill and its applicable third-party licensors, as the case may be.

12. Confidentiality

"Confidential Information" means any non-public information disclosed by or on behalf of a Party that is marked or reasonably understood to be confidential, including e.g. business or technical information, software, source code, algorithms, models, documentation and security information. Further, the Parties hereby acknowledge and agree that QMill's algorithms, models, circuit transformation methods (including compression and obfuscation methods), generation methods, benchmark engines, benchmark datasets, reference instances, Challenge Materials (including hidden secrets, underlying solutions and scoring logic), security information, API credentials, non-public documentation and performance and benchmark methodology constitute Confidential Information and trade secrets of QMill, whether or not specifically marked as such..

The Parties may exchange Confidential Information during the performance of the Services. All Confidential Information shall remain the property of the disclosing Party and the receiving Party shall keep confidential and refrain from using such Confidential Information otherwise than for the purposes of the receiving or providing the Services.

The confidentiality obligations of the receiving Party shall not apply to information which:

(i) was in the receiving Party's possession before its disclosure by the disclosing Party as proven by the written records of the receiving Party; or

(ii) is independently developed by the receiving Party without recourse to the Confidential Information as proven by the written records of receiving Party; or

(iii) is part of the public domain other ways than by faults, acts or omissions of receiving Party, as proven by the written records of receiving Party.

The receiving Party shall promptly upon the other Party's request or the termination or expiration of the Subscription Term, the Agreement and/or these Terms cease using such material and information received from the disclosing Party, unless otherwise permitted in these Terms, and, unless the Parties separately agree on destruction of such material, return the material in question (including all copies thereof). The receiving Party shall, however, be entitled to retain the copies, if any, required by law.

This Section 12 shall survive the termination of the Agreement and be in force for a period of five (5) years thereafter.

13. References

Upon the Customer's consent, QMill may use the Customer as a reference in its marketing, promotional, and business development activities, including but not limited to case studies, customer success stories, and testimonials, provided that such use does not disclose any Confidential Information without prior written consent. For this purpose, the Customer grants QMill a non-exclusive, worldwide, royalty-free license to use the Customer's name, logo, trademarks, and other relevant intellectual property rights strictly as necessary for the permitted reference activities.

14. Analytics Data

QMill shall have the right to collect aggregated and anonymized analytics data from the Customer's and its End-Users' use of the Services. Such analytics data shall be proprietary to QMill, and the Customer hereby assigns to QMill all rights, titles, and interests, including intellectual property rights, they may have in such analytics data.

15. Personal Data Processing

When QMill processes personal data as a data controller under the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"), the processing is described in the QAS Privacy Policy, available at https://qas.qmill.com/privacy (in Finnish: https://qas.qmill.com/privacy/fi). The QAS Privacy Policy also describes the cookies and similar technologies used in the Services.

Where QMill processes personal data on behalf of the Customer within the Services, QMill acts as a data processor, and the Parties shall enter into a Data Processing Agreement ("DPA") meeting the requirements of Article 28 of the GDPR. QMill's

standard DPA is available upon request. The DPA is incorporated by reference as an integral part of these Terms.

16. Artificial Intelligence

Some features and functionalities within the Services offered by QMill may incorporate technologies commonly associated with artificial intelligence ("**AI**").

QMill is committed to transparency and data security regarding the use of AI technologies, as well as complying with the EU AI Act (Regulation (EU) 2024/1689), where applicable. According to the most-current analysis by QMill, the offered Services, when used for their intended purpose, do not fall under any of the prohibited or high-risk system categories under the EU AI Act.

If the Customer intends to use the Services in connection with any use case that may qualify as "high-risk" under the EU AI Act (including, without limitation, use in biometrics, critical infrastructure, education and vocational training, employment/workers' management and access to self-employment, access to and enjoyment of essential private or public services and benefits, law enforcement, migration/asylum and border control management, or administration of justice and democratic processes), the Customer shall notify QMill in writing prior to putting the Services into use for such purpose.

17. Availability

Unless the Parties have separately agreed on specific service levels, QMill will strive but cannot fully guarantee to have the Services available twenty-four (24) hours a day, seven (7) days a week during the Subscription Term.

The Customer may contact QMill for reasonable support regarding the Services (e.g., connectivity/access issues, input formatting, feature requests for specific cases, quantum computer operation issues, understanding outputs/Results, and general inquiries), which QMill may provide at its sole discretion and without guarantee of resolution. If, in QMill's reasonable opinion, fulfilling such request requires excessive effort or otherwise falls outside the scope of standard support, QMill may, with the Customer's prior consent, perform the work as consulting services and charge the Customer in accordance with QMill's then-current consulting price list (or other agreed rates).

QMill undertakes to take reasonable efforts to inform the Customer of any planned disruptions (such as installation work, changes, maintenance, including planned disruptions in third-party services) to the Services or parts thereof in advance. Planned disruptions will generally be scheduled outside normal business hours, where practicable.

In addition, QMill shall have the right to temporarily suspend the provision of the Services, without any obligation to compensate for any damages or service level failures, in the event of an emergency, failure, security breach, network disruption or disruptions of third-party suppliers. QMill shall inform the Customer of the suspension and the duration of the estimated suspension in advance or, if this is not reasonably possible, without undue delay after QMill has become aware of such occurrence.

18. Fees and payment

As a compensation for the use of the Services, the Customer shall pay QMill the fees set forth in the Agreement, in accordance with the billing cycle specified in the Agreement or the applicable Service order.

The payment term shall be thirty (30) calendar days from the date of the invoice. Late payment interest shall accrue as set out in the Finnish Interest Act (633/1982, as amended).

All prices quoted are net amounts and exclusive of VAT or any other applicable sales tax, as the case may be, which will be added to the invoices where applicable.

Except as expressly set forth herein, all fees are non-refundable once paid and the Customer shall not be entitled to refund of any fees in the event of termination of the Agreement.

QMill shall have the right to adjust the fees and prices for the Services from time to time. Any change in the pricing for Services shall be notified by QMill to the Customer in writing at least three (3) months prior to such change taking effect. In the case the Customer does not accept the price amendment, the Customer shall have the right to terminate the Agreement as of the effective date of the price amendment by a written notice to QMill, which notice shall be issued at least

thirty (30) days prior to the effective date of the price amendment. Any price list changes shall not apply to an ongoing Subscription Terms that have already been paid for by the Customer, but they shall be applied to any renewals of such Subscription Terms. If the Customer does not issue a termination notice as set out above, the price amendment shall be deemed to be approved by Customer.

19. Changes to the Services or the Terms

QMill may make modifications or changes to the Services or these Terms at any time at its sole discretion and without notification, provided that such changes do not materially affect the Customer or the Services.

If QMill introduces changes to the Services or these Terms materially affecting the Customer or the Services, QMill will notify the Customer thereof at least thirty (30) days in advance in writing and the Customer is entitled to object to the revised Terms with a written notice to QMill, in which case QMill may elect to have the prior Terms control, to negotiate an alternate solution with the Customer, or if neither of the foregoing is applicable then the Customer may terminate the Agreement and these Terms in case the Customer does not accept the changes.

Customer's continued use of the Services following QMill's notice, and/or the Customer's failure to object in writing to a proposed change within the thirty (30) day period, constitutes the Customer's acceptance of the revised Terms.

20. Sanctions and Trade Controls

QMill complies with applicable EU and international sanctions and export- and import-control laws and regulations (and any applicable national implementing legislation). If QMill has reasonable grounds to suspect that providing the Services to any Customers breaches, or could breach, any such laws or regulations, QMill may immediately suspend the provision of the Services and/or terminate the Agreement and these Terms with immediate effect by a written notice to the Customer.

21. Warranties

QMill warrants that it shall perform its obligations in the provision of the Services in a timely and professional manner and in compliance with all applicable laws and regulations and that the Services are free of any harmful or malicious code, viruses or malware.

Except as specifically provided under these Terms or the Agreement, the Services, and any Service deliverables, are provided "as is" without warranty of any kind, either express or implied, including but not limited to the warranties of merchantability, title, non-infringement, and fitness for a particular purpose. QMill has no other obligations or liabilities than those that have expressly been agreed upon in the Agreement or these Terms.

The Customer further acknowledges and accepts that it is solely responsible for any use or exploitation of the Results or other Service deliverables, and QMill assumes no liability in this regard.

22. Limitation of Liability

Neither Party shall be liable for any indirect or consequential damages under the Agreement or these Terms.

The total aggregate liability of QMill in connection to the Customer's use of the Services shall in all cases be limited to the aggregate service fees paid by the Customer to QMill during the six (6) months preceding the occurrence for which the damages are claimed.

The limitations of liability specified in this Section 22 shall not apply to damages caused by a breach of Section 7 (Restrictions of Use), Section 8 (Customer Obligations), Section 11 (Intellectual Property Rights), and Section 12 (Confidentiality) or to damages caused by gross negligence or willful misconduct.

23. Term and Termination

The validity of these Terms shall be governed by the validity of the Agreement.

If the Agreement does not specify a fixed term (such as where the Customer accesses and uses the Services via click-wrap acceptance), the Customer and each End User hereby accept these Terms by accessing and using the Services. These Terms will in this case remain in effect for the duration of the Customer's applicable Subscription Term and will automatically expire upon the expiry or termination of the Subscription Term at hand. With respect to subscriptions that are valid until further notice, these Terms shall remain in effect for as long as the Customer, or any applicable End User, uses the Services.

The validity of provisions that by their nature are intended to survive the termination or expiry of these Terms shall not be affected by such expiry or termination.

24. Miscellaneous

Severability

If any part of these Terms is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of these Terms. Instead, these Terms shall be construed and interpreted so that their effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

Force Majeure

Neither Party shall be liable to the other or be deemed to be in breach of these Terms or the Agreement by reason of any delay in performing, or any failure to perform, any of its obligations under these Terms, if the delay or failure was due to any cause beyond its reasonable control ("**Force Majeure**"). Such force majeure events shall include, inter alia, war or insurrection, natural catastrophe, pandemic, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action.

If such event of Force Majeure continues for a period of more than thirty (30) days and the Parties have not been able to agree to alternative arrangements, the Party not affected by Force Majeure shall have the right to terminate the Agreement and these Terms forthwith by a written notice to the other Party. In such case no compensation or indemnity is due.

Entire Agreement

These Terms, together with the Agreement and any appendices or annexes thereof, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements relating to the subject matter hereof.

For clarity, these Terms, together with the Agreement and its appendices, shall replace in entirety all agreements, in whatever form, concluded between the Parties prior to the Agreement and relating to the subject matter hereof.

Amendments

The Agreement and these Terms may be amended only by an instrument in writing signed by both Parties, excluding QMill's right to unilateral changes, as provided under these Terms.

25. Governing Law and Dispute Resolution

These Terms and the Agreement are executed in accordance with and shall be governed by the laws of Finland, excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or relating to these Terms, or a breach, termination or validity thereof shall be settled primarily by amicable negotiations between the Parties.

Should negotiations not lead to a settlement between the Parties in sixty (60) days, any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English.