

TERMS OF SERVICE

Thank you for your interest in Rigetti's proprietary hosted quantum, classical, and hybrid computing services and related websites (collectively, the "Service"). The Service is provided by Rigetti & Co, Inc., a Delaware corporation (commonly referred to as Rigetti Computing) ("Rigetti").

Please carefully read these Terms of Service and the Rigetti Policies referred to in Section 6.a below (collectively, these "Terms"), as they constitute a legally binding agreement between you (or, if applicable, the entity you represent) and Rigetti that governs your use of the Service. BY CREATING OR ACTIVATING AN ACCOUNT ON THE SERVICE OR BY USING THE SERVICE, YOU ARE REPRESENTING THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS, AND YOU ARE AGREEING TO BY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, YOU MAY NOT USE THE SERVICE.

If you are using the Service on behalf of an entity, such as a company or organization, you are agreeing to these Terms on behalf of such entity (and you represent that you have the legal authority to do so), and the words "You," "Your" and "Yourself" in these Terms will refer not only to you as an individual, but also to such entity and any other person using the Service on such entity's behalf.

Summaries of certain sections of these Terms have been included to help You understand them. These summaries are for Your convenience only; they will not affect, and they may not be used to interpret, the meaning of these Terms.

1. Eligibility.

Summary: You must be at least 13 years old to use the Service, and if You're a minor, You also need permission from a parent. Rigetti does not grant permission to You to use the Service if it's illegal for You to do so under applicable law.

- a. Age. You may not use the Service if You are Younger than 13 years old. If You are 13 years old or older but You have not yet reached the age of majority where You live, You may not use the Service unless You have obtained valid consent from Your parent or legal guardian to use the Service and be bound by these Terms.
- b. Prohibited Persons. You may not use the Service if You are an individual, or You represent an entity, that is restricted from using the Service by applicable law, or that Rigetti is restricted from providing the Service.

2. Privacy.

Summary: You are acknowledging and consenting to Rigetti's privacy policy.

- a. Rigetti's privacy policy (<https://www.rigetti.com/privacy>) describes how Rigetti gathers and handles information about You. By using the Service, You expressly consent to Rigetti's collection, use and disclosure of information about You as described in Rigetti's privacy policy.

3. Your Account.

Summary: You are responsible for all activity under Your account, and You may not let anyone else use Your account.

- a. Your Information. When You register for an account on the Service ("Account"), the information You submit about Yourself must be accurate and complete. You agree to keep such information accurate and up-to-date at all times.
- b. Login Credentials and Keys. You agree to keep confidential Your password and other account log-in credentials ("Login Credentials") and any developer license key or other similar authentication credential issued to You ("Key"). You must not share Your Account with others, provide Your Login Credentials or Key to others, or otherwise enable or allow others to use the Service using Your Account or Key. If You believe that Your Account or Key has been used by someone else or is no longer secure, You must immediately notify Rigetti at support@rigetti.com. You are responsible for all activity (including every purchase) that happens in or through Your Account or with the use of Your Key.
- c. Organizational Control. If Your Account was assigned to You by a third party, such as Your employer or educational institution, or if You registered for Your Account using an email address controlled by a third party (i.e., such third party controls the domain associated with the email address), You acknowledge that such third party may access and control Your Account, and will have the right, among other things, to suspend or close Your Account, cancel or change Your Subscriptions, access Your Code and Your Content, and block You from making purchases. Moreover, if such third party has a separate agreement with Rigetti, the terms of such agreement may override some or all of these Terms.

4. Your Use of the Service.

Summary: Your license to use the Rigetti Service and associated software is subject to certain restrictions. Also, certain features of the Service may be available to You only for additional cost.

- a. License Grant. Certain downloadable software will be made available to you as part of the Service. Subject to any additional restrictions and licenses accompanying such software and elsewhere in these Terms, Rigetti grants You a non-exclusive, non-sublicenseable, worldwide, terminable license under those of its copyrights and patents that are fully embodied in that downloadable software, for as long as Your Account is active and in good standing, to use the Service and software.
- b. Open Source Software. If Rigetti makes software available (e.g., from Rigetti's Github, Atlassian, PyPi, or similar public repositories) under separate licenses (e.g., open source licenses), the terms of such separate licenses (and not these Terms) will apply to such software.
- c. Restrictions & Limitations. You acknowledge and agree that the licenses of Section 4(a) above and those accompanying any associated software exclude the right to use the Service in connection with the design, development, marketing, promotion, sale, support or maintenance of any of the following: (i) any quantum processors or other quantum computing hardware (collectively, "Quantum Hardware"); (ii) any software or hardware that virtualizes or otherwise simulates any Quantum Hardware; or (iii) any hardware or software (including

any tool, library or other computer code) that enables the development of software for, or the execution of software on, any non-Rigetti Quantum Hardware, or otherwise facilitates access to or use of any non-Rigetti Quantum Hardware. You further acknowledge and agree that the licenses of Section 4(a) exclude the right to use the Rigetti Service or software in conjunction with or running on top of any third-party Quantum Hardware or software. This paragraph does not prohibit You from using the Service to develop code for use by third parties on the Service. Any violation of the license restrictions will be considered a material breach of these Terms.

- d. Paid Features. Your Account gives You access to certain features of the Service that are selected by Rigetti (and may be changed by Rigetti from time to time). Rigetti may make certain additional features of the Service available to You for purchase ("Paid Features"). Additional terms and policies may be included as part of the order system for such Paid Features.
- e. Subscriptions. Rigetti may also offer subscriptions, based on one or more plans, to certain additional features of the Service ("Subscriptions"). If You sign up for a Subscription, You agree that it will automatically renew at the end of the initial term on a month-to-month basis until You cancel it. If the initial term is provided to You on a free trial (or similar) basis, You agree that Rigetti's then-current subscription fee will apply after the initial term.
- f. Service Changes. As part of its continuing efforts to change and improve the Service, Rigetti may from time to time add, remove and change certain features of the Service, and the Service may be made unavailable as we upgrade, replace, and repair hardware and software components. Moreover, Paid Features may be discontinued or replaced with new Paid Features. If, for reasons within Rigetti's control, a Paid Service is discontinued or becomes unavailable, then Rigetti may, in its reasonable discretion, cancel all or a portion of the Paid Features you have ordered and refund all or a portion of any amounts paid.
- g. U.S. Government End Use. If You are using the Service for or on behalf of the U.S. Government, additional terms and conditions are in Section 22, below.

5. QPU Hardware.

Summary: Access to quantum processor units (QPUs) is subject to separate pricing and scheduled availability.

- a. QPU Access. If Your Account is active and in good standing, You may purchase access to Rigetti's native hardware quantum processor units and associated hardware (collectively, "QPUs").
- b. Scheduling. QPU access is an experimental service and is subject to availability. You may need to make advance reservations in order to access QPUs. You will be informed of Your right to cancel or reschedule any reservation at the time of booking.
- c. Complimentary QPU Access. You may request complimentary access to QPUs by submitting to Rigetti a written proposal that includes the code You plan to run. If You receive complimentary access to QPUs (which Rigetti may grant or deny in its discretion), You agree to use reasonable efforts to provide Rigetti with good

faith suggestions and other feedback about Your use of QPUs, including any feedback specifically requested by Rigetti.

- d. Access Control. Due to the experimental nature of QPUs, system availability and performance can be difficult to predict. For this reason, Rigetti reserves the right to restrict the quantity of Your access to QPUs (whether or not You paid for such access), to reschedule Your access (with or without prior notice to You), and deny or withdraw Your access at any time. Any payments or refunds will be processed according Rigetti's then-current policies for the Service.

6. Policies and Prohibited Uses.

Summary: You must comply with Rigetti's policies and user documentation governing use of the Service. You may use the Service to develop applications for others to use on the Service, but not for any illegal or harmful purposes.

- a. Rigetti Policies. You agree to comply with all published Rigetti policies applicable to the Service and Paid Features you access ("Rigetti Policies"), each of which is an integral part of these Terms.
- b. Prohibited Activities. You agree that You will not (and You will not assist or permit anyone else to) do any of the following:
 - i. Illegal or harmful purposes: use the Service for any illegal or unlawful purposes or activities; to harm, damage, or disparage others; or for any other purposes that Rigetti deems to be unethical, abusive or harmful;
 - ii. Redistribution: sell, resell, license, sublicense, rent, lease or otherwise make available the Service (including QPU access) to anyone else, including as part of a service bureau or outsourcing arrangement, provided that this restriction will not prohibit You from developing code for others that can be executed using the Service;
 - iii. Circumvention/unauthorized access: spoof or falsify any Keys, interfere with or circumvent any access controls or security mechanisms, or otherwise attempt to gain unauthorized access to the Service or any of its features;
 - iv. Third party accounts: use anyone else's Account;
 - v. Non-Rigetti interfaces: access any feature of the Service (including QPUs) by any means other than the interfaces provided by Rigetti;
 - vi. Sabotage: interfere with or disrupt the integrity or performance of the Service or any networks or servers connected to the Service, or violate the regulations, policies or procedures of such networks or servers;
 - vii. Reverse engineering: decompile, reverse engineer or disassemble any software or other technology used in connection with providing the Service, or otherwise attempt to access or discover any source code or interface protocols of, or any underlying methods or processes used by or embodied in, any of the foregoing, except to the extent this restriction is not permitted under applicable law;

- viii. Data mining: use any bots or other automated means to gather or extract data or content from the Service;
- ix. Display: frame or mirror, or otherwise display to third parties, any part of the Service;
- x. Reproduction and modification: reproduce, copy, modify or prepare derivative works of any feature, function or user interface of the Service;
- xi. Benchmarking: use of any performance, benchmarking, or other comparative analyses in advertising or publicity for competing systems.

7. Pricing and Payment Terms.

Summary: You will pay applicable charges in accordance with Rigetti's standard payment terms, which are specified on Rigetti's website or in the order systems for Paid Features.

- a. Charges. In the event you purchase any Paid Services through the Service, You agree to pay the charges described in the associated order system or pricing pages.
- b. Taxes. The charges specified do not include any taxes. You agree to pay any taxes applicable to any purchases You make through the Service, to the extent such taxes are not identified and withheld at the time of purchase.
- c. Credits and Promotional Codes. Any credits, discounts or promotional codes that Rigetti may provide to You will be subject to expiration dates and other terms and conditions specified by Rigetti. Credits are not transferable and may not be redeemed for cash.

8. Your Code & Data.

Summary: You will own any code You create, subject to underlying rights.

- a. Ownership. You will retain ownership of any of Your software code that You create using the Service or upload to the Service (collectively, "Your Code"). Rigetti does not claim any ownership rights to Your Code, provided however that Rigetti reserves all rights and retains ownership in any underlying Rigetti code you incorporated into it.
- b. Distribution to Others. You are free to provide Your Code directly to other users of the Service.
- c. Rigetti's Use. You grant to Rigetti a non-exclusive, worldwide, royalty-free license to store, reproduce and use Your Code to operate the Service for You and provide support to You. You understand and acknowledge that any data or code You submit to, through, or in connection with the Service may be accessed by Rigetti for the purpose of providing the Service to You and, in purely aggregated and anonymized form, in connection with monitoring and tuning Rigetti's system performance and in developing, enhancing, and providing the Service on behalf of You and our other customers.

9. Your Content.

Summary: You will be responsible for any content You post or upload to the Service. Your content must comply with Rigetti's policies.

- a. General. Certain features of the Service may allow You and other users to upload, post, or share content such as text, images, and other media content ("User Content").
- b. Acceptable Content. You agree not to upload or post to the Service, or use the Service to share, any User Content that violates any Rigetti Policies.
- c. Ownership. You will retain ownership of Your User Content. Rigetti does not claim any ownership rights to Your User Content.
- d. Rigetti's Use. By uploading or posting User Content to the Service, You are granting Rigetti a non-exclusive license to use, reproduce, distribute, modify (for example, to better display Your User Content) and publicly display Your User Content in connection with the Service.
- e. Your Representations. You are solely responsible for Your User Content and the consequences of uploading and posting it. You represent and warrant that You own all of Your User Content, or You have obtained all rights necessary for You to grant Rigetti the license to Your User Content set forth above. You also represent and warrant that Your User Content does not, and Rigetti's use of Your User Content as contemplated above will not: infringe, misappropriate or violate any third-party right; defame, or invade any privacy or publicity right of, any other person; violate any applicable law or regulation; or constitute any false or misleading advertising or unfair business practice.
- f. No Obligation to Publish. Rigetti will have no obligation to display or publish Your User Content on the Service. Rigetti may remove any of Your User Content from the Service for any reason, with or without notice to You.

10. Revisions to These Terms.

Summary: Rigetti may revise these Terms from time to time. Please check them regularly.

Rigetti may revise these Terms (including the Rigetti Policies) from time to time to, for example, reflect changes to the Service or applicable laws. Rigetti encourages You to review these Terms periodically for updates. Revisions will become effective upon the earlier of (i) Your use of the Service with actual knowledge of the revised Terms, (ii) actual notice to you of the revised Terms, whether by email, online, or otherwise, or (iii) fifteen (15) days after the revised Terms are posted on the Service. If You do not agree to any revision to these Terms, You should close Your Account, in which case Rigetti will refund to You a prorated amount of any fees actually paid in advance by You for any unused portions of Your Subscription terms or for any Paid Services not yet provided to You.

11. Rigetti's Rights

Summary: Rigetti retains ownership of the Service. If You provide feedback to Rigetti related to the Service, You agree that Rigetti may use that feedback.

- a. Ownership of Rigetti's Property. Rigetti retains sole ownership of all of its right, title and interest (including patents, copyrights, trade secrets, trademarks, and other intellectual property rights) in the Service. Except for the license granted to You in Section 4(a), Rigetti does not grant You any rights in the Service.
- b. Feedback. If You provide any suggestions for improving the Service, or any other proposals, ideas or other feedback about the Service (collectively, "Feedback"), Rigetti, its affiliates and its business partners will have the right to use, disclose and otherwise exploit such Feedback for any purposes, without any restrictions and without any obligations to You, including any obligation to pay You or provide You with attribution.
- c. Promotional Considerations. If You are or represent an entity other than an individual, You agree and acknowledge that Rigetti may use Your name and logo to identify You as a user of the Service in connection with Rigetti's promotional and marketing activities.

12. Third-Party Copyright Claims.

Summary: Rigetti complies with the Digital Millennium Copyright Act (DMCA) as further described in Rigetti's DMCA policy.

- a. Compliance. Rigetti complies with the provisions of the Digital Millennium Copyright Act ("DMCA") applicable to Internet service providers (17 U.S.C. §512, as amended). If You believe that any material posted on the Service infringes Your copyright, You may contact Rigetti's Designated Agent at the address provided in our public filings with the U.S. Copyright Office.
- b. Notices. Any notice alleging that materials hosted by or distributed through the Service infringe intellectual property rights must be sent to dmca@rigetti.com and include the following information:
 - i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - ii. a description of the copyright-protected work that you claim has been infringed;
 - iii. a description of the material that you claim is infringing and where it is located on the Service;
 - iv. your address, telephone number, and email address;
 - v. a statement by you that you have a good faith belief that the use of those materials on the Service is not authorized by the copyright owner, its agent, or the law; and
 - vi. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- c. Repeat Infringers. Rigetti reserves the right to terminate, in accordance with the DMCA, the Accounts of users that are determined by Rigetti to be repeat infringers.

13. Confidentiality.

Summary: You may not to disclose to others any non-public features of the Service, or any other confidential information of Rigetti, that You learn about.

If Rigetti makes available to You certain features of the Service that are not available to the general public (such as private beta or similar features), You agree not to use such features except for the purpose for which they were provided to You, or to disclose to others the existence of, or any information about, such features. In addition, Rigetti may, from time to time, provide You with confidential information regarding Rigetti's systems or technology, and You agree not to (i) reproduce, distribute, or use such information for any purpose other than evaluating the Service and providing Feedback, or (ii) disclose such information to others.

14. Suspension of or Closing of Your Account.

Summary: You may close Your account at any time. Rigetti may close Your account if You breach these Terms or violate Rigetti Policies.

- a. You may close Your Account at any time.
- b. Rigetti may close Your Account if You breach these Terms. Rigetti may also suspend Your Account and Your access to some or all of the features of the Service (including QPU access) if:
 - i. You breach any of these Terms;
 - ii. Rigetti does not receive full and timely payment of any charge owed by You;
 - iii. Rigetti believes that such suspension is necessary or prudent to comply with applicable laws, or to protect the Service (or the infrastructure used to provide the Service), Rigetti, You, or any other users of the Service from harm or liability; or
 - iv. Unauthorized access to the Service is obtained or attempted through Your Account or using Your Key.
- c. If Your Account is closed, Your license to use the Service will terminate, Your Login Credentials and Key will be disabled, and You will no longer have access to any of Your Code or User Content stored in the Service. You agree to return or destroy (at Rigetti's election) all Rigetti materials and Rigetti confidential information in Your possession or control promptly after Your account is closed.
- d. Except for Sections 4 and 5, these Terms will continue in effect after Your Account is closed.

15. Indemnity.

Summary: You agree to indemnify Rigetti if a third party brings a claim against Rigetti that, if true, would mean that You breached these Terms or committed IP infringement, or if Rigetti suffers damage from any such breach or infringement.

You agree to indemnify and hold harmless, and at Rigetti's option defend, Rigetti and its affiliates, and its and their directors, officers, employees, and agents, from all claims, suits, actions, damages, injuries, losses, liabilities, costs, fees and expenses (including,

but not limited to, litigation costs and legal fees) arising from or in any way related to Your use of the Service, including (i) any claims that, if true, would constitute or evidence a breach by You of these Terms; and (ii) any claims alleging that Your Code, Your User Content, or other data used by You in conjunction with the Service, alone or in combination with anything else, infringes, misappropriates or violates the intellectual property, trade secret, privacy or other rights of any third party, or constitutes a violation of applicable law.

16. No Warranties.

Summary: The Service is provided “as is” and without warranties.

YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN “AS IS” BASIS, AND RIGETTI AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AVAILABILITY, OR OTHERWISE. For example, Rigetti makes no warranties about the availability, uptime, performance or quality of any features of the Service (including the QPUs), or the availability of Your Code or Your User Content. You should keep up-to-date backups of Your Code and Your User Content.

17. Limitation of Liability.

Summary: Rigetti won't be liable to You for consequential damages. In any event, Rigetti's liability to You will be capped at a certain dollar amount based on the amount of fees You've paid to Rigetti.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIGETTI AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE TO YOU, UNDER ANY LEGAL THEORY (INCLUDING ANY CONTRACT, OR NEGLIGENCE OR OTHER TORT THEORY), FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES FOR LOSS OF BUSINESS, LOSS OF USE, LOST PROFIT, OR LOSS OF DATA. IN ADDITION, THE TOTAL LIABILITY OF RIGETTI AND ITS AFFILIATES, LICENSORS AND SUPPLIERS TO YOU IN CONNECTION WITH THE SERVICE AND THESE TERMS WILL NOT EXCEED THE GREATER OF (1) THE AMOUNTS YOU ACTUALLY PAID TO RIGETTI FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY OR (2) ONE HUNDRED DOLLARS (\$100). THE ABOVE LIMITATIONS APPLY WHETHER OR NOT RIGETTI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS. You acknowledge that Rigetti's ability to provide the Service to You under these Terms is based on the above limitations, without which Rigetti would not be willing to provide the Service to You. You agree that the limitations in this paragraph represent a reasonable allocation of risk between You and Rigetti.

18. Dispute Resolution and Arbitration.

Summary: Disputes between You and Rigetti will be settled through arbitration.

- a. Generally. In the interest of resolving disputes between You and Rigetti in the most expedient and cost-effective manner, and except as described in Section 18.b, You and Rigetti agree that every dispute arising in connection with these

Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND RIGETTI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- b. Exceptions. Despite the provisions of Section 18.a, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to:
(i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) file suit in a court of law to address an intellectual property infringement claim.
- c. Arbitrator. Any arbitration between You and Rigetti will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (collectively, “AAA Rules”) as modified by this Agreement. The AAA Rules and filing forms are available online at <http://www.adr.org> or by calling the AAA at 1-800-778-7879. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- d. Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (1Notice of Arbitration). Rigetti’s address for notice is: Rigetti & Co, Inc., 2919 7th St., Berkeley, CA 94710, Attention: Legal Department. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, You or Rigetti may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by You or Rigetti must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.
- e. No Class Actions. YOU AND RIGETTI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both You and Rigetti agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.
- f. Modifications to This Arbitration Provision. If Rigetti makes any future change to this arbitration provision, other than a change to Rigetti’s address for Notice of Arbitration, You may reject the change by sending us written notice within 30 days of the change to Rigetti’s address for Notice of Arbitration, in which case

Your Account with Rigetti will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes You rejected will survive.

- g. Enforceability. If Section 18.e is found to be unenforceable or if the entirety of this Section 18 is found to be unenforceable, then the entirety of this Section 18 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 20 will govern any action arising out of or related to these Terms.

19. Export Control.

Summary: You must comply with applicable export control laws when using the Service.

Your use of the Service shall comply with all Export Control Laws, and You shall not export, or allow the export or re-export of any commodity, software or technology (collectively, "Item"), or any product containing or derived from any such Item, in violation of Export Control Laws. You represent that the Service and any Items will not be used in connection with activities relating to nuclear, biological, or chemical weapons proliferation or missile proliferation. You represent that You are not a "Restricted Party," which shall be deemed to include any person or entity that is (1) located or established in, organized under the laws of, or controlled by the government or by one or more nationals of Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region of the Ukraine, or any other country or territory that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or designated as a country that is subject to a general prohibition on U.S. persons engaging in financial and/or export transactions; (2) on any restricted or prohibited party list maintained by the U.S. Departments of Commerce, State and the Treasury; (3) part of, affiliated with, or controlled by any non-U.S. military organization; or (4) acting on behalf of or for the benefit of someone designated in (1) through (3) above. If You become a Restricted Party during the term of this Agreement, You shall immediately notify Rigetti, and Rigetti may immediately terminate access to the Service in its sole discretion. You represent and warrant that You will not grant access to the Service or otherwise provide, export or sell any Item to a Restricted Party. You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to use of the Service or the export from the U.S. of all Items to any location and shall upon request demonstrate to Rigetti compliance with all applicable export control and import laws and regulations. You will immediately notify Rigetti if You have any information or suspicion that there may be a violation of applicable Export Control Laws in connection with use of the Service and Software. You will fully cooperate and cause Your personnel to comply with all terms in this Section 19, including, but not limited to, cooperating with Rigetti in Rigetti's review or investigation in relation to actual or possible violations of this Section 19.

20. Governing Law; Jurisdiction and Venue.

Summary: California law will govern the interpretation of these Terms.

The Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. The Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply to these Terms or the relationship between You and Rigetti. To the extent Section 18.b permits a dispute arising under these Terms to be brought in a court of law, such dispute will be

litigated exclusively in the state or federal courts located in San Francisco, California, and You and Rigetti consent to venue and personal jurisdiction in these courts.

21. Assignment.

Summary: You can't transfer Your rights or obligations under these Terms to anyone else.

These Terms (including the license granted to You in Section 4.a) may not be transferred or assigned by You, whether voluntarily, by operation of law, or otherwise (it being understood that, if You are an entity, any Change of Control that You undergo will be deemed an assignment for the purpose of this paragraph). Notwithstanding the foregoing, if You are an entity and undergo a transaction or series of transactions in which a majority of Your controlling interest becomes held by an entity that did not previously have such control ("Change of Control"), then: (a) You shall provide written notice to Rigetti within ten (10) days after the consummation of the Change of Control; and (b) if, following Rigetti's receipt of such notice, Rigetti does not elect to terminate these Terms and Your account or accounts within thirty (30) days, then these Terms shall remain in full force and effect. These Terms may be assigned by Rigetti without restriction. Any assignment in violation of this paragraph will be void. Subject to this paragraph, these Terms will be binding upon the parties' respective successors and permitted successors and assigns.

22. U.S. Government End Use.

Summary: Software associated with the Service is commercial computer software and furnished to the U.S. Government pursuant to these Terms, unless unenforceable under applicable federal law.

- a. Commercial Computer Software. You agree that all software associated with the Service that is licensed pursuant to these Terms is "commercial computer software" as that term is defined in the Department of Defense (DoD) FAR Supplement (DFARS) 252.227-7014(a)(1). Except as provided in Section 22(b) below, (i) if acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to these Terms as specified in Federal Acquisition Regulation (FAR) 12.212 (Computer Software) and 12.211 (Technical Data); (ii) if acquired by or on behalf of any agency within the DoD, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to these Terms as specified in DFARS 227.7202.
- b. Sections Inapplicable to U.S. Government End Users.
 - i. *Laws and disputes.* Notwithstanding Sections 18 and 20, these Terms shall be governed by Federal law and any disputes shall be resolved in the fora and venues and within the times that are prescribed by applicable Federal law.
 - ii. *No automatic renewals.* Notwithstanding anything to the contrary, if any license or service provided under these Terms is tied to periodic payment, such license or service shall not renew automatically upon expiration of its current term without prior written express consent by an authorized

Government representative.

- iii. Indemnification. To the extent that any indemnity required by Section 15 would violate the Anti-Deficiency Act (31 U.S.C. 1341), it is unenforceable against the Government unless it is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

23. Miscellaneous.

Summary: Only lawyers love this stuff, but it's important.

- a. Entire Agreement. These Terms constitute the entire agreement between You and Rigetti with respect to the subject matter described herein. If any portion of these Terms is held unenforceable, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of You and Rigetti, and the remainder of the Agreement will remain in full force and effect. The section headings and summary boxes contained herein are provided for convenience only, and shall have no legal effect. As used in these Terms, the words "include" and "including" will mean "include/including but not limited to."
- b. Waiver. No failure to strictly enforce any provision of these Terms or to exercise any right under these Terms will be construed as a waiver of that provision or right (or any other provision or right), and no waiver of any breach of a provision of these Terms will be construed as a waiver of any subsequent breach of that provision or any breach of any other provision.
- c. Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.
- d. Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.
- e. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.
- f. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- g. Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.
- h. Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

Last updated on January 6, 2020