

INFLEQTION TERMS AND CONDITIONS OF SALE AND SERVICE

Any order issued by “Customer” (an “Order”) shall only be binding upon ColdQuanta, Inc. dba Infleqtion (“Infleqtion”) if a written acceptance (an “Acceptance”) is generated and authorized by a representative of Infleqtion. Upon Infleqtion’s issuance of an Acceptance, such Order, together with these Terms and Conditions, shall constitute a binding contract between Customer and Infleqtion. If there are any conflicts or inconsistencies between the Order and these Terms and Conditions, these Terms and Conditions shall control. These Infleqtion Terms and Conditions of Sale and Service govern Infleqtion’s sale of Products and Support.

1. DEFINITIONS

- a) “Delivery” means standard Infleqtion shipping to and arrival at the receiving area at the “Ship To” address specified in Customer’s Order.
- b) “Exhibits” means attachments that describe or otherwise apply to the sale of Products.
- c) “Products” means hardware, software, documentation, accessories, supplies, parts and upgrades that are determined by Infleqtion to be available from Infleqtion upon receipt of Customer’s Order. “Custom Products” means Products modified, designed or manufactured to meet Customer requirements.
- d) “Software” means one or more programs capable of operating on a controller, processor or other hardware Product (“Device”) and related documentation. Software may be either a separate Product, included with another Product (“Bundled Software”), or fixed in a Device and not removable in normal operation (“Firmware”).
- e) “Software License” means the Software license grant and general license terms set forth herein.
- f) “Specifications” means specific technical information about Infleqtion Products that has been delivered by Infleqtion to the Customer with Customer’s Order.
- g) “Support” means hardware maintenance and repair; training; and other standard support services provided by Infleqtion. “Custom Support” means any agreed non-standard Support, including consulting and custom project services.
- h) “Use” means storing, loading, installing, executing or displaying Software on a Device.

2. PRICES

- a) Prices are valid for the period quoted by Infleqtion or for the applicable purchase agreement ordering period, whichever expires first. Product prices for an order remain valid for 45 days from the original order date unless otherwise quoted by Infleqtion. Change orders that extend Delivery beyond those validity periods become new orders at prices in effect when Infleqtion receives the change orders. Infleqtion may change support prices, except for Custom and prepaid Support, upon 60 days written notice.
- b) Prices are exclusive of, and Customer will pay, applicable sales, use, consumption, goods and service, value added or like taxes, unless Customer has provided Infleqtion with an appropriate exemption certificate for the Delivery jurisdiction.

3. ORDERS

All orders are subject to acceptance by Infleqtion. Upon acceptance of an order by Infleqtion, such order shall constitute Customer’s binding contractual obligation to accept the Products and services ordered. Product orders must specify Delivery within 6 months from order date at the Ship To address specified by Customer, unless otherwise agreed or quoted by Infleqtion.

4. DELIVERY

Infleqtion will make reasonable efforts to meet Customer’s Delivery requirements. If Infleqtion is unable to meet Customer’s Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer’s sole remedy is to cancel the order.

5. SHIPMENT, RISK OF LOSS OR DAMAGE, AND TITLE

Infleqtion will ship according to Infleqtion’s standard commercial practice, and risk of loss or damage and title will pass from Infleqtion to Customer at the time the shipment leaves Infleqtion (US & International: Incoterm EXWORKS), unless specified otherwise in the quotation. Shipping and handling charges will be listed separately on Infleqtion’s invoice when not included in the Product’s purchase price. If Infleqtion has agreed to Customer requested special packing or shipping instructions, charges will be billed separately to Customer, and risk of loss or damage and title will pass to Customer on delivery to Customer’s carrier or designate.

6. INSTALLATION AND ACCEPTANCE

- a) Product installation information is available with Products, on quotations or upon request. Installation by Infleqtion, when included in the purchase price, is complete when the Product passes Infleqtion’s standard installation and test procedures.
- b) For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery. For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Infleqtion. If Customer schedules or delays installation by Infleqtion more than 30 days after Delivery, Customer acceptance of the Product(s) will occur on the 31st day after Delivery.

7. PAYMENT

- a) Payment terms are subject to Infleqtion credit approval. Payment is due 30 days from Infleqtion’s invoice date. Invoices for contractual support services and maintenance will be issued in advance of the Support period. Infleqtion may change credit or payment terms at any time when, in Infleqtion’s opinion, Customer’s financial condition, previous payment record, or the nature of Customer’s relationship with Infleqtion so warrants.

- b) Infleqtion may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Infleqtion agreement if, after ten days written notice, the failure has not been cured.

8. LIMITED WARRANTY

- a) Infleqtion warrants Infleqtion hardware Products against defects in materials and workmanship for a period of one year from the shipment date (“Warranty Period”).
- b) Infleqtion does not warrant that the operation of Products will be uninterrupted or error free.
- c) If Infleqtion receives notice of defects (including all relevant evidence of the issues such as data, information, description of the issues, photographs of damage, etc.), Infleqtion will within thirty (30) days of receipt of the Products, conduct an evaluation and, at its sole option, repair, replace, or return the affected Products. Infleqtion may elect to travel to location specified by Customer to perform an evaluation of any such alleged defects at its sole discretion. If Infleqtion is unable, within a reasonable time, to repair, replace or correct a defect or non-conformance in a Product to a condition as warranted, Customer will be entitled to a prorated refund of the purchase price upon prompt return of the Product to Infleqtion. Such refunded amount will be prorated based on a four-year straight line depreciation schedule. Customer will pay expenses for return of such Products to Infleqtion. Infleqtion will pay expenses for shipment of repaired or replacement Products.
- d) Infleqtion warrants that during the Warranty Period, Infleqtion support will be provided in a professional and workmanlike manner. Some newly manufactured Infleqtion Products may contain and Infleqtion may use remanufactured parts that are equivalent to new in performance. Any support required for issues outside of the Warranty Period shall be handled in accordance with the Support section below. The above warranties do not apply to defects resulting from:
 - 1) improper or inadequate maintenance by Customer;
 - 2) Customer or third party supplies;
 - 3) Unauthorized modification;
 - 4) improper use or operation outside of the Specifications for the Product;
 - 5) abuse, negligence, accident, loss or damage in transit;
 - 6) improper site preparation; or
 - 7) unauthorized maintenance or repair.
- e) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, INFLEQTION SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

9. SUPPORT

- a) Customer may order Support from Infleqtion’s then current Support offering. Orders for Support are subject to the terms of the quotation in effect on the date of order.

- b) Infleqtion may, at no additional charge, modify Products to improve operation, supportability and reliability, or to meet legal requirements.
- c) Relocation of Products is Customer’s responsibility. Relocation may result in additional Support charges and modified service response times. Support of Products move to another country is subject to availability.
- d) Infleqtion will provide Support for Infleqtion Products when Customer allows Infleqtion to perform modifications if requested by Infleqtion under Section 9.b) above. Customer is responsible for removing any products not eligible for Support to allow Infleqtion to perform Support services. If Support services are made more difficult because of such product(s), Infleqtion will charge Customer for the extra work at Infleqtion’s standard rates.
- e) Support does not cover any damage or failure caused by:
 - 1) use of non-Infleqtion media, supplies and other products; or
 - 2) site conditions that do not conform to Infleqtion’s site specifications; or
 - 3) neglect, improper use, fire or water damage, electrical disturbances, transportation by Customer, modification by people other than Infleqtion employees or subcontractors, or other causes beyond Infleqtion’s control.
- f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Infleqtion provides Support services at Customer’s site. Customer will notify Infleqtion if Products are being used in an environment that poses a potential health or safety hazard to Infleqtion employees or subcontractors; Infleqtion may require Customer to maintain such Products under Infleqtion supervision and may postpone service until such hazard is remedied.
- g) Customer may delete Products under Support or cancel Support orders upon 30 days written notice unless otherwise agreed in a Support agreement. Infleqtion may cancel Support orders or delete Products no longer included in Infleqtion’s Support offering upon 60 days written notice unless otherwise agreed in a Support agreement.

10. LICENSES

- a) Infleqtion grants Customer a non-exclusive license to Use the object code version of the Software listed in Customer’s order in conformance with:
 - 1) the terms set forth herein; and
 - 2) Use restrictions and authorizations for the Software specified by Infleqtion in its quotation, invoice or terms that accompany the Software; and Infleqtion’s third party suppliers’ terms as attached or referenced hereto on Schedule A or that accompany the Software. In the event of a conflict, the third-party suppliers’ terms that accompany the Software will take precedence over the Use restrictions and authorizations specified by Infleqtion and the terms set forth herein (but only with respect to such third-party suppliers’ software), and the Use restrictions and authorizations specified by Infleqtion will take precedence over the terms set forth herein.

- b) Unless otherwise specified, Inflection grants Customer a license to Use one copy of the Software on one Device at any one time.
- c) Unless otherwise specified, all Software Licenses will be perpetual unless terminated or transferred in accordance with Section 10. k).
- d) Customer may not sublicense the Software unless otherwise agreed to by Inflection in writing.
- e) Software is owned and copyrighted by Inflection or by third parties. Customer's Software License confers no title or ownership and is not a sale of any rights in the Software. Third parties may protect their rights in the Software in the event of any infringement.
- f) Unless otherwise permitted by Inflection, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable.
- g) Customer must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Customer may not copy the Software onto any public or distributed network.
- h) Bundled Software or Firmware provided to Customer may only be used when operating the associated Device in configurations as sold or subsequently upgraded by Inflection. Customer may transfer Firmware only upon transfer of the associated Device.
- i) Updates, upgrades or other enhancements are available under Inflection Support agreements. Inflection reserves the right to require additional licenses and fees for Use of the Software on upgraded Devices.
- j) Customer will not modify, disassemble, reverse engineer, or decompile the Software without Inflection's prior written consent. Where Customer has other rights under statute, Customer will provide Inflection with reasonably detailed information regarding any intended disassembly, reverse engineering or decompilation prior to undertaking the same. Customer will not decrypt the Software unless necessary for legitimate use of the Software.
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- m) To the extent that the Products are provided with or contain software licensed to Inflection by third parties ("Third Party Software"), the terms of the license agreements for such Third-Party Software are reproduced on the attached Schedule A (if different from the terms herein or if otherwise required to be provided). Such terms shall govern Customer's use of the Third-Party Software.
- n) Nuclear, Aviation or Life Support Application. Customer acknowledges that Products are not specifically designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any (i) nuclear facility, (ii) aircraft, aircraft communication or aircraft ground support system, or (iii) life support system. Except as otherwise provided herein, Inflection shall not be liable to Customer, in whole or in part, for any claims or damages arising from such use, or resale by Customer to a third party for such purposes.

11. CONDITIONS FOR USE

- a) **Restrictions.** Customer shall not use Products for any purpose other than internal research, experimentation, testing and evaluation during the Term ("Purpose") Customer shall not let the Product, Software, or documentation or related information (collectively, "Product Materials") be accessed or used by any third parties or anyone other than its employees as necessary for the Purpose without prior written permission from Inflection. For the avoidance of doubt, Product Materials does not include internal testing and evaluation data generated from the use of the Products. Customer will not (and will not permit anyone else to): (i) port, reverse compile, decompile, disassemble, or reverse engineer any Product Materials, except to the extent any such activity is not permitted to be restricted under applicable law; (ii) copy, redistribute, rent, lease, alter, modify, or create any derivative works of any Product Materials or use any Product Materials on behalf of any third party; (iii) break, alter, deface, or remove any anti-tamper or other seals on the Product; (iv) block, disable or otherwise modify any features of the Product; or (v) use any Product Materials or any information regarding their performance or output for the development of any similar or competitive products or service, including any related product, software, component or method, or for any other purposes except for the Purpose expressly permitted hereunder.
- b) **Proprietary Rights.** Product Materials are the proprietary and confidential property of Inflection (or its licensors) and Customer shall not disclose the Product Materials or any information regarding their performance or output to any third party. Customer shall not remove or alter any trademark, copyright or other proprietary notices, legends symbols or labels on the Product Materials. Customer, on behalf of itself and its Affiliates, grants to Inflection the right and license to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit error reports, corrections or

suggestions provided by Customer concerning the Product Materials or any improvements, enhancements or modifications based thereon. All rights not expressly granted to Customer are retained by Infleqtion or its licensors.

12. INTELLECTUAL PROPERTY RIGHTS

- a) Infleqtion retains ownership of all Intellectual Property Rights in Infleqtion Products and nothing in this agreement shall be construed as to granting any rights in Infleqtion Intellectual Property except for the limited licenses specifically described herein.
- b) Infleqtion will defend or settle any claim against Customer that the Branded Products or Support (excluding Custom Products and Custom Support), delivered under these Infleqtion Terms and Conditions of Sale and Service infringe a patent or United States copyright or trademark, provided Customer:
 - 1) promptly notifies Infleqtion in writing; and
 - 2) cooperates with Infleqtion in, and grants Infleqtion sole control of the defense or settlement.
- c) Infleqtion will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Infleqtion may modify the Product, procure any necessary license, or replace it. If Infleqtion determines that none of these alternatives is reasonably available, Infleqtion will refund Customer's purchase price upon return of the Product if within one year of Delivery, or the Product's net book value thereafter.
- d) Infleqtion has no obligation for any claim of infringement arising from:
 - 1) Infleqtion's compliance with Customer's designs, specifications or instructions;
 - 2) Infleqtion's use of technical information or technology provided by Customer;
 - 3) Product modifications by Customer or a third party;
 - 4) Product use prohibited by these terms or the Specifications; or
 - 5) Product use with products that are not Infleqtion Branded.
- e) These terms state Infleqtion's entire liability for claims of intellectual property infringement.

13. LIMITATION OF LIABILITY AND REMEDIES

- a) To the extent Infleqtion is held legally liable to Customer, Infleqtion's total liability is limited to: payments described in Sections 8. c) and 11. b) above; other direct damages for any claim based on a material breach of Support services, up to a maximum of six months of the related Support charges paid by Customer during the period of material breach; and other direct damages for any claim based on a material breach of any other term of these Infleqtion Terms and Conditions of Sale and Service, up to the amount paid to Infleqtion for the associated Product or Service.
- b) Notwithstanding Section 12. a) above, in no event will Infleqtion or its affiliates, subcontractors or suppliers be liable for any of the following: incidental, special or consequential damages (including downtime costs or lost profits, but excluding payments described in Section 11 above and damages for bodily injury); damages relating to Customer's procurement of substitute products or

services (i.e., "cost of cover"); or damages for loss of data, or software restoration.

- c) HE REMEDIES IN THESE INFLEQTION TERMS AND CONDITIONS OF SALE AND SERVICE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

14. GENERAL

- a) The Parties hereby agree that they may do business electronically, including contract formation, order placement and acceptance. Any orders placed by Customer electronically will create fully enforceable obligations that will be subject to the terms hereof. Such orders and acceptances will be deemed for all purposes to be
 - 1) business records originated and maintained in documentary form,
 - 2) a "writing" or "in writing," and "signed,"
 - 3) an "original" when printed from electronic files or records established and maintained in the normal course of business.

The Parties further agree not to contest the validity or enforceability of such transactions under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby and will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

- b) No conflicting or supplemental terms in any purchase order shall alter or amend these terms and conditions of sale and service and the acceptance or fulfillment of any customer order by Infleqtion shall be governed hereby.
- c) Infleqtion will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- d) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- e) Customer may not assign any rights or obligations hereunder without prior written consent from Infleqtion.
- f) A Customer who exports, re-exports or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations, and for obtaining required export and import authorizations. Infleqtion may suspend performance if Customer is in violation of applicable regulations. Customer agrees to indemnify Infleqtion from and against any claims, losses, liabilities or demands related to Customer's violation or alleged violation of export laws.
- g) Any disputes arising in connection with these Infleqtion Terms and Conditions of Sale and Service, the Products or Support will be governed by the laws of State of Colorado.
- h) Provisions herein that, by their nature, extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.

- i) If any term or provision herein is determined to be illegal, invalid or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein shall not be affected and the remaining terms and provisions will remain in full force and effect.
- j) These Infleqtion Terms and Conditions of Sale and Service and any Exhibits constitute the entire agreement between Infleqtion and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding

transactions hereunder. Customer's additional or different terms and conditions will not apply. Customer's purchase or license of Products and Support will constitute Customer's acceptance of these Infleqtion Terms and Conditions of and Service, which may not be changed except by an amendment signed by an authorized representative of each party.

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