Tiqker   **Infleqtion**

INFLEQTION PROTOTYPE PRODUCT ORDER FORM

This Prototype Product Order Form ("**Order Form**") is effective as of the date of the last signature below ("**Effective Date**") by and between ColdQuanta, Inc. dba Infleqtion ("**Infleqtion**") and the "**Partner**" identified immediately below. The agreement between the parties consists of this Order Form and the attached Terms and Conditions (collectively, the "**Agreement**").

Partner	("**Partner**")				
Partner Information	*Billing/Delivery Address*	*City*	*State/Prov*	*Country*	*Zip/Postal*
	[123 Address St.]	[City]	[ST]	[ ]	[#####]
	Contact Name	*Phone #*	*Email Address*		
	[Name]	[###-###-####]	[email address]		
	Invoice Address	[Insert invoicing address]			
Products	*Product Description*	*Per-Unit Price*	*# of Products*		
Total Amount Due					
Notes	Date of transmittal: December [XX], 2023. This Agreement expires thirty (30) days from date of transmittal to Partner unless executed by both parties. The expiration date may be extended by Infleqtion at its sole discretion via written notice to Partner. Product Materials are for use only in accordance with the attached Terms and Conditions.				

This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes and replaces all prior communications, negotiations, and agreements, written or oral, with respect to such subject matter. This Agreement may be executed in any number of separate counterparts, including facsimile, PDF, or other electronic copies, and each counterpart shall be considered an original and together shall comprise the same agreement. This Agreement may be executed by facsimile or digital signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

This Agreement is signed by duly authorized representatives of the parties and is effective as of the Effective Date.

INFLEQTION   **[PARTNER]**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

Print Title: _____   Print Title: _____

Date: _____   Date: _____

INFLEQTION STRATEGIC PARTNER PROGRAM

TERMS AND CONDITIONS

1. **Scope.** These Terms and Conditions ("**Terms**") govern the sale of all products and services ("**Products**") by Infleqtion to Partner. These Terms do not, by themselves, obligate either party to buy or sell any Products. All orders and other offers are subject to acceptance in writing by Infleqtion. Orders for delivery of Product which are prototypes may not be rescheduled or cancelled by Partner. Orders will set forth the quantity and price for each Product. Infleqtion's acceptance of any order is expressly conditioned on the Partner's assent to these Terms and any additional or different terms proposed by Partner are hereby rejected. The order set forth in the Order Form attached to these Terms is accepted as of the Effective Date.

2. **Price and Payment.** Upon acceptance of each order, Infleqtion shall invoice Partner for one-hundred percent (100%) of the purchase price for the Products. Payment terms are net thirty (30) days from date of invoice. All prices are exclusive of any and all taxes which shall be paid in full by Partner. All prices and payments shall be in U.S. currency and are non-refundable. Accounts thirty (30) days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month or the maximum allowable by law, whichever is lower. Each shipment of Products shall be considered a separate independent transaction, and payment therefore shall be made accordingly.

3. **Shipping.** Title and risk of loss or damage shall pass to Partner upon delivery EXW (per Incoterms 2010) at Infleqtion's premises. If Partner does not provide written shipping instructions, Infleqtion will select the carrier and method of shipment, with transportation charges, customs clearance fees and insurance costs to be paid by Partner. All ordered Products will be shipped in standard commercial packaging unless otherwise requested by Partner or deemed necessary by Infleqtion. Partner shall bear the cost of non-standard commercial packaging. Partner must notify Infleqtion within twenty-four (24) hours of its receipt of the Products if it believes that the Products were damaged at the time of delivery. Partner's sole remedy for delivery of damaged Product shall be replacement of that Product. Any shipping and delivery dates provided by Infleqtion are estimates only. Partner agrees to accept partial and/or installment shipments whenever deemed appropriate by Infleqtion.

4. **Prototype / Evaluation Use Only**. Products are prototypes only. Partner shall not use Products for any purpose other than internal testing and evaluation ("**Purpose**") and shall exercise measure of care and precaution that is appropriate for testing and evaluating a prototype.

5. **Software.** Notwithstanding anything to the contrary, software and documentation provided in connection with the Product ("**Software**") is licensed and not sold. Subject to payment for the Product unit, Infleqtion grants Partner a non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance with its documentation for the Product unit for which it is provided and solely for the Purpose. Software may not be removed or used separately from the Product unit in which it is embedded or for which it is provided.

6. **Restrictions**. Partner shall not let the Product, Software, 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. Partner will not (and will not permit anyone else to): (i) port, reverse compile, decompile, disassemble, reverse engineer, or use any other process to gain access to the underlying design information or source code of any object or executable code, encrypted or other obfuscated information of 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 development of any similar or competitive product or service, including any quantum-related product, software, component or method, or for any other purposes except the Purpose expressly permitted hereunder.

7. **Proprietary Rights**. Product Materials are the proprietary and confidential property of Infleqtion (or its licensors) and Partner shall not disclose the Product Materials or any information regarding their performance or output to any third party. Partner shall not remove or alter any trademark, copyright or other proprietary notices, legends, symbols or labels on the Product Materials. Partner, on behalf of itself and its Affiliates, grants to Infleqtion the right and license to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit error reports, corrections or suggestions provided by Partner concerning the Product Materials or any improvements, enhancements or modifications based thereon. All rights not expressly granted to Partner

pursuant to these Terms are retained by Infleqtion (or its licensors).

8. **No Warranty; Disclaimer**. PARTNER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROTOTYPES AND ARE EXPERIMENTAL IN NATURE. THE PRODUCT MATERIALS ARE "AS IS" AND INFLEQTION HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

9. **Partner Safety Obligations.** Partner acknowledges and understands that the Product is a prototype and not yet released for consumer use. Partner further acknowledges that misuse or mishandling of the Product may result in substantial physical harm and property damage. Partner accepts and assumes responsibility for appropriate handling, storage, testing and evaluation of the Product, including the adherence to all applicable laws and regulations and industry standards and practice. In particular, Partner accepts responsibility for the safe and reasonable testing and evaluation of the Product as installed in or part of any system deployed or operated in any manner. Partner will defend, indemnify and hold harmless Infleqtion from, against, and in respect to any and all claims, losses, or alleged damages pertaining to any claims or actions brought against or incurred by Infleqtion or any of its officers, directors, or employees, directly or indirectly relating to use of the Product as part of any test, evaluation or other use performed by, for or at the direction of Partner or any of its personnel. If the anti-tamper seal on a Product is broken, altered, defaced, or removed, whether intentionally or otherwise, Partner agrees that, for safety and other purposes, Partner will immediately notify Infleqtion and, at Infleqtion's request and expense, return the affected Product(s) to Infleqtion.

10. **Limitation of Liability.** IN NO EVENT WILL INFLEQTION BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF INFLEQTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR ANY PRODUCT MATERIALS SHALL BE LIMITED TO AND NOT EXCEED THE AMOUNT PAID BY PARTNER TO INFLEQTION FOR THE PARTICULAR PRODUCT UNIT TO WHICH THE CLAIM RELATES.

11. **Export Control.** Any export, re-export, or transfer of Product Materials must comply with applicable U.S. export laws, regulations, and license requirements. Product Materials are for use only in the U.S. and may not be exported, deemed exported, re-exported, or transferred by Partner to any other country or foreign national without prior written consent of Infleqtion.

12. **General.** The relationship of the parties is that of independent contractors, and neither party has the right to bind or make representations on behalf of the other party. Neither party may assign this Agreement without the other party's prior written consent, except that Infleqtion may assign this Agreement to an Affiliate or in connection with reorganization, merger, consolidation, acquisition, or other restructuring. Non-permitted assignments are void. Neither party may publicly announce this Agreement or the parties' relationship without such other party's written preapproval. Any notice or consent under this Agreement will be in writing. If any provision is found to be unenforceable, it (and related provisions) will be interpreted to best accomplish the parties' intended purpose. Amendments must be in writing and signed by an officer of both parties. The terms of this Agreement may not be varied by any purchase order, invoice or similar document of Partner. Waivers must be signed by the waiving party and one waiver will not imply any future waiver. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws. The United Nations Convention on the International Sale of Goods shall not apply. As used herein, an "**Affiliate**" is an entity that controls, is controlled by or under common control with a respective party. The respective party will be responsible for ensuring that its Affiliate complies with these Terms in the same manner as such party.