

ColdQuanta Terms of Use

Last Updated Date: 9/16/2020

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “**TERMS OF USE**”) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF COLDQUANTA, INC. (“**COMPANY**”), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE “**WEBSITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY COMPANY. THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE BY ACCESS OR USING THE WEBSITE IN ANY WAY AND THE COMPANY’S APPLICATION PROGRAMMING INTERFACES, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE AND APPLICATION PROGRAMMING INTERFACES (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, USING THE COMPANY’S APPLICATION PROGRAMMING INTERFACE OR DOWNLOADING COMPANY’S SOFTWARE APPLICATION (THE “**SOFTWARE**”), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS OF USE. THE TERM “**YOU**” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

PLEASE BE AWARE THAT SECTION 11 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

Your use of, and participation in, certain Services may be subject to additional terms (“**Supplemental Terms**”) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the “**Agreement.**”

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Use available at the Website and within the Software and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website or within the Software. We will also update the “Last Updated” date at the top of the Terms of Use. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Website, the Software and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website, the Software and/or the Services. Otherwise, your continued use of the Website, the Software and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. USE OF THE SERVICES AND COMPANY PROPERTIES.

1.1 Service Description. The Company provides users with API access to its quantum matter machine(s) and quantum computing platform as a service. The Service enables users to write their own quantum programs (“**Quantum Programs**”) and analyze the quantum program results from those programs (“**Quantum Results**”). The Quantum Programs and Quantum Results are the property of the users that create them, and users are solely responsible for such programs and results.

1.2 General Use. The Software, the Website, the Services, and the information and content available on the Website and in the Software and the Services (as these terms are defined herein) (each, a “**Company Property**” and collectively, the “**Company Properties**”) are protected by copyright laws throughout the world. Subject to the Agreement, Company grants you a limited license to reproduce portions of Company Properties for the sole purpose of using the Services for your personal or internal business purposes. Unless otherwise specified by Company in a separate license, your right to use any and all Company Properties is subject to the Agreement.

1.3 Company Software. Use of any Software and associated documentation that is made available via the Website or the Services is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the Website page(s) accompanying the Software. These license terms may be posted with the Software downloads or at the Website page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. At no time will Company provide you with any tangible copy of our Software. Company shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis. If there is any conflict between the Agreement and the license agreement, the license agreement shall take precedence in relation to that Software (except as provided in the following sentence). If no license agreement accompanies use of the Software, use of the Software will be governed by this Agreement. Subject to your compliance with the Agreement, Company grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

1.4 Updates. You understand that Company Properties are evolving. As a result, Company may require you to accept updates to Company Properties that you have installed on your computer or mobile device. You acknowledge and agree that Company may update Company Properties with or without notifying you. You may need to update third-party software from time to time in order to use Company Properties.

1.5 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Company Properties or any portion of Company Properties, (b) you

shall not frame or utilize framing techniques to enclose any trademark, logo, or other Company Properties (including images, text, page layout or form) of Company; (c) you shall not use any metatags or other “hidden text” using Company’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Company Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Company Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Company Properties; and (i) you shall not publish or publicly disclose the results of any benchmark testing of the Company Properties. Any future release, update or other addition to Company Properties shall be subject to the Agreement. Company, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Company Property terminates the licenses granted by Company pursuant to the Agreement.

2. REGISTRATION.

1.1 Registering Your Account. In order to access certain features of Company Properties you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account on the Website (“**Account**”).

1.2 Registration Data. In registering an account on the Website, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (l) of legal age to form a binding contract; and (m) not a person barred from using Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (y) notify Company immediately of any unauthorized use of your password or any other breach of security; and (z) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of Company Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use Company Properties if you have been previously removed by Company, or if you have been previously banned from any of Company Properties.

1.3 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further

acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

2. OWNERSHIP.

2.1 Company Properties. Except with respect to the Quantum Programs you create and Quantum Results arising from such Quantum Programs (collectively, “**Your Content**”), you agree that Company and its suppliers own all rights, title and interest in Company Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Company Properties.

2.2 Your Content. Company does not claim ownership of Your Content. Subject to any applicable account settings that you select, you grant Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of (i) operating, improving and providing Company Properties, and (ii) to use Your Content on an aggregated and anonymized basis to market and promote the Company Properties.

2.3 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, forum or similar pages (“**Feedback**”) is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Company Properties and/or Company’s business.

2.4 Data Protection. Notwithstanding Section 2.2, the Company agrees to process any personal data collected in connection with its Services in accordance with its data protection addendum, incorporated herein by reference, and available at:

<https://www.coldquanta.com/wp-content/uploads/2020/09/albertdpadd.pdf>

3. USER CONDUCT. You agree that you will not, under any circumstances:

3.1 Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with any Company Properties;

3.2 Interfere with or damage Company Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

3.3 Modify or cause to be modified any files that are a part of Company Properties;

3.4 Disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support Company Properties; or (ii) the enjoyment of Company Properties by any other person;

3.5 Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon Company Properties, or other attempts to disrupt Company Properties or any other person's use or enjoyment of Company Properties;

3.6 Attempt to gain unauthorized access to Company Properties, accounts registered to others, or to the computers, servers or networks connected to Company Properties by any means other than the user interface provided by Company, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of Company Properties;

3.7 Access, tamper with or use non-public areas of Company Properties, Company's computer systems, or the technical delivery systems of Company's providers;

3.8 Attempt to probe, scan, or test the vulnerability of any Company system or network, or breach any security or authentication measures;

3.9 Disrupt or interfere with the security of, or otherwise cause harm to, Company Properties, systems, resources, accounts, passwords, servers or networks connected to or accessible through Company Properties or any affiliated or linked sites; or

3.10 Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Company or any of Company's providers or any other third party (including another user) to protect Company Properties.

4. FEES AND PURCHASE TERMS.

4.1 General Purpose of Agreement: Sale of Service, not Software. The purpose of the Agreement is for you to secure access to the Services. All fees set forth within and paid by you under the Agreement shall be considered solely in furtherance of this purpose. In no way are these fees paid considered payment for the sale, license, or use of Company's Software, and, furthermore, any use of Company's Software by you in furtherance of the Agreement will be considered merely in support of the purpose of the Agreement.

4.2 Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Company with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**"), or purchase order information as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not the Agreement to determine your rights and liabilities. By providing Company with your credit card number and associated payment information, you agree that Company is authorized to immediately invoice your Account for all fees and charges due and payable to Company hereunder and that no additional notice or consent is required. You agree to immediately notify Company of any change in your billing address or the credit card used for payment hereunder. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting on Company Properties or by e-mail delivery to you.

4.3 Service Subscription Fees. You will be responsible for payment of the applicable subscription fee for any Services (each, a "**Service Subscription Fee**") at the time you select your applicable subscription package (each, a "**Service Commencement Date**"). Except as set forth in the

Agreement, all fees for the Services are non-refundable. No contract will exist between you and Company for the Services until Company accepts your order by a confirmatory e-mail, SMS/MMS message, or other appropriate means of communication.

4.4 Taxes. The payments required under Section 5.3 of this Agreement do not include any Sales Tax that may be due in connection with the Services provided under this Agreement. If Company determines it has a legal obligation to collect a Sales Tax from you in connection with this Agreement, Company shall collect such Sales Tax in addition to the payments required under Section 5.3 of this Agreement. If any Services, or payments for any Services, under the Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense Company may incur in connection with such Sales Taxes. Upon Company's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

4.5 Free Trials and Other Promotions. Any free trial or other promotion that provides paid level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable fee. If you are inadvertently charged, please contact Company to have the charges reversed.

4.6 Disputes. Unless otherwise provided by the applicable payment processor or payment platform used in connection with your payment for Services, you must notify us in writing within seven (7) days after receiving your credit card statement if you dispute any of our charges on that statement or such dispute will be deemed waived. Billing disputes should be notified to the following address: legal-notice@coldquanta.com

5. Indemnification. You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "**Company Party**" and collectively, the "**Company Parties**") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your violation of the Agreement. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement and/or your access to Company Properties.

6. DISCLAIMER OF WARRANTIES AND CONDITIONS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF COMPANY PROPERTIES IS AT YOUR SOLE RISK, AND COMPANY PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE WEBSITE.

6.1 COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) COMPANY PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF COMPANY PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF COMPANY PROPERTIES WILL BE ACCURATE OR RELIABLE; OR (4) THAT THE SERVICE WILL DETECT, FLAG OR OTHERWISE IDENTIFY ALL POTENTIAL THREATS, VULNERABILITIES AND SECURITY ISSUES RELATED TO YOUR SOFTWARE AND CODEBASE.

6.2 THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

6.3 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH COMPANY PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

6.4 From time to time, Company may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Company’s sole discretion. The provisions of this section apply with full force to such features or tools.

7. LIMITATION OF LIABILITY.

7.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE COMPANY PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON COMPANY PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO COMPANY PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

7.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL COMPANY PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (A) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE THREE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY AND (B) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY’S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COMPANY PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.

7.3 User Content. EXCEPT FOR COMPANY'S OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE COMPANY'S PRIVACY POLICY, COMPANY ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

7.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

8. REMEDIES.

8.1 Violations. If Company becomes aware of any possible violations by you of the Agreement, Company reserves the right to investigate such violations. If, as a result of the investigation, Company believes that criminal activity has occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Company Properties, including Your Content, in Company's possession in connection with your use of Company Properties, to (a) comply with applicable laws, legal process or governmental request; (b) enforce the Terms, (c) respond to any claims that Your Content violates the rights of third parties, (d) respond to your requests for customer service, or (e) protect the rights, property or personal safety of Company, its Registered Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

8.2 Breach. In the event that Company determines, in its sole discretion, that you have breached any portion of the Agreement, or have otherwise demonstrated conduct inappropriate for Company Properties, Company reserves the right to:

- (a) Warn you via e-mail (to any e-mail address you have provided to Company) that you have violated the Agreement;
- (b) Delete any of Your Content provided by you or your agent(s) to Company Properties;
- (c) Discontinue your registration(s) with any of Company Properties;
- (d) Discontinue your subscription to any Services;
- (e) Notify and/or send of Your Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
- (f) Pursue any other action which Company deems to be appropriate.

9. TERM AND TERMINATION.

9.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Company Properties, unless terminated earlier in accordance with the Agreement.

9.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used Company Properties or (b) the date you accepted the Agreement and will remain in full force and effect while you use any Company Properties, unless earlier terminated in accordance with the Agreement.

9.3 Termination of Services by Company. You will have thirty (30) days from the Service Commencement Date, or any Renewal Commencement Date, for any Services hereunder, to cancel such Service, in which case Company will refund your Service Subscription Fee, if already paid pursuant to Section 4.2 or 4.3, for the applicable Service. Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if Company is required to do so by law (e.g., where the provision of the Website, the Software or the Services is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.

9.4 Termination of Services by You. If you want to terminate the Services provided by Company, you may do so by (a) notifying Company at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Company's address set forth below: legal-notice@coldquanta.com

9.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and data associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

9.6 No Subsequent Registration. If your registration(s) with or ability to access Company Properties is discontinued by Company due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Company Properties or any Company community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Company Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

10. INTERNATIONAL USERS. Company Properties can be accessed from countries around the world and may contain references to Services and data that are not available in your country. These references do not imply that Company intends to announce such Services or data in your country. Company Properties are controlled and offered by Company from its facilities in the United States of America. Company makes no representations that Company Properties are appropriate or available for use in other locations. Those who access or use Company Properties from other countries do so at their own volition and are responsible for compliance with local law.

11. DISPUTE RESOLUTION. *Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Company and limits the manner in which you can seek relief from us.*

11.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Website, Service and/or Software, or to any aspect of your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

11.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at legal-notice@coldquanta.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Each party will be responsible for paying for its own costs and expenses associated with any such arbitration.

11.3 Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

11.4 Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

11.5 Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of Colorado. All other claims shall be arbitrated.

11.6 Severability. Except as provided in subsection 11.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

11.7 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

11.8 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Company at the following address: legal-notice@coldquanta.com

12. GENERAL PROVISIONS.

12.1 Electronic Communications. The communications between you and Company may take place via electronic means, whether you visit Company Properties or send Company e-mails, or whether Company posts notices on Company Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign").

12.2 Release. You hereby release Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Company Properties, including but not limited to, any Quantum Programs or Quantum Results created or obtained in connection with your use of Company Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.

12.3 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written

consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.4 Force Majeure. Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.5 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Denver, Colorado.

12.6 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF COLORADO, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

12.7 Notice. Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: legal-notice@coldquanta.com. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.8 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

12.10 Export Control. You may not use, export, import, or transfer Company Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Company Properties, and any other applicable laws. In particular, but without limitation, Company Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using Company Properties, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Company Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

12.11 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.