

TERMS OF USE

Last Modified: February 26, 2026

Please read the following terms of use (“**Terms of Use**”) carefully, as they set forth the terms and conditions pursuant to which Infleqtion Quantum, LLC (“**Company**,” “**we**,” “**our**,” or “**us**”) will provide you (“**User**”) access to Superstaq, including access to the Platform (as defined below) and, if applicable, to the Enterprise Service (as defined below). These Terms of Use constitute a legally binding agreement between the Company and you, governing your use of the Platform and, if applicable, the Enterprise Service. Superstaq is a cloud-based software platform which hosts quantum computing services and provides access to the Company’s quantum compilers and third party quantum computers (such third party computers, “**Quantum Hardware**”). Superstaq also includes libraries, tools and other software and documentation to assist Users in creating software code that will make use of the Company’s quantum compilers. Our Website (as defined below), any services we provide to Users, and the Superstaq product are referred to collectively herein as the “**Platform**”. The Company also offers, pursuant to the enterprise pricing plan as described on the Superstaq website located at <https://infleqtion.com/quantum-software/> (our “**Website**”), a package of services (the “**Enterprise Service**”) which includes professional support, single sign on, software customizations, per-seat permissions, a Platform budget, and Platform access, and early access to new quantum hardware devices to the extent the Company obtains such access, in addition to basic access to the Platform. “**Automated Agent**” or “**AI Agent**” means any automated system, software agent, machine learning model, script, tool, or other non-human process that accesses or uses the Platform through API keys, credentials, or programmatic means.

By electronically consenting to these Terms of Use on the relevant pop-up screen or accessing or using the Platform in any way, including by creating an account, accessing the Platform through the API, or using any API key, credential, or access token (whether directly or through an Automated Agent or AI Agent), you acknowledge having read, understood, and accepted these Terms of Use and any additional documents or policies referred to in or incorporated into these Terms of Use, and you agree to be bound by all of the terms and conditions set forth in these Terms of Use. If you do not agree to these Terms of Use, please do not register for, enter, use, or access the Website or Platform in any way. The term “you” refers to any person or entity who downloads, views, uses, accesses, browses, creates, or submits any content or material to the Platform.

The Company may modify these Terms of Use at any time, without notice. Any modifications will be posted on this page and will be effective as of the date of such modifications, or as otherwise indicated in the updated Terms of Use. The Company may, in its sole discretion, provide notice of changes through the Platform, the Website, or by other means described in these Terms of Use. Your continued use of the Platform after any modification becomes effective will mean you agree to the Terms of Use as modified. If you do not agree to a modification, you should terminate all use of the Platform immediately.

1. SERVICE GENERALLY

1.1 Eligibility

You may use the Platform only if you can form a binding contract with the Company, and, if you are using the Platform on behalf of an entity, you represent and warrant that you have full authority to bind such entity to these Terms of Use, and only in compliance with these Terms of Use and all applicable local, state, national, and international laws, rules and regulations. The Platform is not available to any Users previously removed from the Platform by the Company.

The Platform is not directed at children under 18 years of age. Unless otherwise approved in writing in advance by the Company in its sole discretion with respect to any particular User, any registration with, use of, or access to the Platform by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use.

1.2 User Registration

You are required to register an account with the Company in order to utilize the full functionality of the Platform and, if applicable, engage the Enterprise Service. At this time, registration is accomplished exclusively through a third party service as described in Section

1.3. In the future, the Company may provide an option to register an account directly with us.

When registering, whether directly with the Company or through a third party service, the Company may ask for certain information from you in addition to that set forth in Section 1.3 in order to complete your account setup such as your email address, profile name, password, bank account or other payment method information, name of any educational or research institution that you are affiliated with, a profile picture, and other pieces of information. By registering an account with the Company, you represent and warrant that all the information you provided in the required fields and thereafter maintain is true, accurate, current and complete. If any of your information changes, you agree to update your information as soon as possible. If the Company suspects that your information is not true, complete, current, or accurate, including as a result of any actions taken through your account by an Automated Agent or AI Agent, or that you have otherwise violated these Terms of Use, your account will be subject to suspension or termination, and you may be barred from using the Platform, in each case, in our sole discretion. If you have been previously removed by us or banned from the Platform on any account or email address, you agree not to create any new account, access the Platform with an alternate email address, or continue attempting to use the Platform with your existing account or email address.

You are responsible for all activities that occur in connection with your account. You are responsible for maintaining the confidentiality of your password, account and email address used to access the Platform and are fully responsible for all activities that occur under your password, account or email address. If you have registered an account directly with us once that feature is available, you may change your password, contact information, and select aspects of how you interact with the Platform or other access options at any time by updating your account on your account page on the Website. If you have registered an account with us as described in Section 1.3, you cannot change your username or account settings.

You acknowledge and agree that any access to or use of the Platform through your account credentials, API keys, or access tokens, whether by you directly or by any Automated Agent or AI Agent acting on your behalf, will be deemed access and use by you. You remain fully responsible and liable for all acts and omissions of any such Automated Agent or AI Agent as if such acts or omissions were performed by you personally. The Company has no obligation to monitor, supervise, or control any Automated Agent or AI Agent, and any failure by the Company to detect or prevent any act or omission shall not limit your responsibility or liability under these Terms of Use. Users are solely responsible for ensuring that their use of the Platform, including through any Automated Agent or AI Agent, complies with all applicable third-party license terms, usage restrictions, and scope limitations applicable to any third-party software or services incorporated into or accessed through the Platform.

You agree to immediately notify the Company at legal@inflection.com of any unauthorized use of your password, account or email address or any other breach of security of which you become aware. The Company will not be liable for any losses caused by any unauthorized use of your password, account or email address. You may never use another User's password, account or email address without the Company's prior written consent.

You may not sell, transfer, sublicense, or disclose your API keys or credentials to any third party, except to the limited extent necessary for operation of your own internal systems or Automated Agents acting solely on your behalf and subject to these Terms of Use. You are responsible for maintaining the security and confidentiality of all API keys issued to you.

By providing us your email address or third party service account information, you consent to our use of that contact information to send you Platform-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your provided

contact information to send you other messages, such as changes to features of the Platform and special offers. If you do not want to receive such messages, you may opt out using the unsubscribe button in the relevant communication or, if you created your account directly with us and such feature is available, change your preferences in your account page on the Website. Opting out may prevent you from receiving communications regarding updates or improvements to the Platform or changes to these Terms of Use.

The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

1.3 Registration through Third Party Service

Instead of creating an account directly with us, you may, and until such option is available, you must, register for an account by granting us access to your account(s) with certain third-party services, such as Google, Github or a Microsoft Office Cloud Account. By registering for the Platform using (or otherwise granting access to) a third party service, you agree that the Company may access your account information with such third party service if required in order to provide Platform access, and agree to any and all terms and conditions of the third party service regarding your use of the Platform via the third party service. In most cases, we receive only an OAuth token from the third party service you utilize, enabling us to allow you to log in to the Platform via the third party service. However, depending on the third party service you choose and subject to the privacy settings you have set in your third party service account(s), personally identifiable information that you post to your third party service account(s), such as your username with the third party service, may be accessible to us. Please note that if a third party service account becomes unavailable or the third party service terminates our access to your third party service account(s), you will no longer be able to access the Platform without registering a new account. In this event, you may lose information and data associated with your third party service account on the Platform. If you wish to terminate our access to your third party account, you must terminate our access through your settings with the third party service provider. Alternatively, or if that is not possible, you may contact us at legal@inflection.com, and we will do our best to assist you. NOTE THAT YOUR RELATIONSHIP WITH EACH THIRD PARTY SERVICE, INCLUDING YOUR RIGHTS WITH RESPECT TO ANY CONTENT THAT YOU PROVIDE TO A THIRD PARTY SERVICE, THE STORAGE OF SUCH CONTENT, AND YOUR PRIVACY IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE.

1.4 Access to the Platform

The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, to you or to Users generally, access to your account or the Platform (or any part thereof) with or without notice. We may permanently or temporarily terminate or suspend your access to your account or the Platform without notice or liability for any or no reason, including if in our sole determination you violate any provision of these Terms of Use or if such action is necessary or appropriate to comply with applicable law, regulation, export control requirements, or obligations to third party service providers. This includes violations or misuse caused by any Automated Agent or AI Agent operating under your credentials. Upon termination for any reason or no reason, you continue to be bound by these Terms of Use to the extent their nature is intended to survive, including provisions relating to proprietary rights, disclaimers, limitations of liability, indemnification, and dispute resolution. The Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of your account, the Platform or any part thereof.

You understand and agree that there may be interruptions in the Platform, Platform access or access to your account due to circumstances both within and outside of our control, and that we shall have no liability to you or any other person or entity as a result of such unavailability.

1.5 Changes to the Platform

The Company reserves the right to (a) change the Platform (either by adding, removing, or modifying certain features of the Platform) either temporarily or permanently (a “**Platform Change**”) including by limiting, modifying, or enabling features on a user-by-user, plan-by-plan, or hardware-availability basis, or (b) make the Platform unavailable temporarily or permanently due to upgrades, replacements, and/or other maintenance (a “**Suspension**”). In the case of a Suspension, the Company will use commercially reasonable efforts to provide prior notice of the Suspension and to resume providing access to the Platform following such Suspension after the event giving rise to such Suspension is cured. The Company will not be liable for any damages, losses, or any other consequences that the User or any third party may incur as a result of a Platform Change or a Suspension, and you should not rely on any part of the Platform being available either temporarily or permanently.

2. USER RESPONSIBILITIES AND RESTRICTIONS

Users shall not: (a) attempt to interfere with or disrupt the Platform or attempt to gain access to any systems or networks that connect thereto, except as required to access and use the Platform; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from any part of the Platform; (c) use the Platform to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature; (d) use, evaluate, or view the Platform (whether via manual process or through a robot, spider, or any other automatic device) for the purpose of gathering or extracting any data or content from the Platform or designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof that performs functions similar to the functions performed by the Platform; (e) access or use the Platform in a way intended to avoid incurring fees or exceeding usage limits or quotas or to exceed the scope of the Platform that you have signed up for or which you have been granted access and paid for; (f) rent, lease, provide access to the Platform on a time-share or service bureau basis or other manner intended to provide Platform to a third party; (g) transfer any of its rights under these Terms of Use; (h) use the Platform to violate or encourage others to violate applicable law, statute, ordinance or regulation, or to violate the security of any computer network; (i) export, or allow the export or re-export of any commodity, software or technology, or any product containing or derived therefrom, in violation of any applicable United States export control laws, or use the Platform in connection with activities relating to nuclear, biological, or chemical weapons proliferation or missile proliferation; or (j) infringe any patent, copyright, trademark, trade secret or other intellectual property right of any person, including the Company, breach any duties of confidentiality to any third parties, use the Platform in a way that infringes on a third party’s enjoyment of the Platform, in any way that harms or exploits minors or could be construed as soliciting personal information from minors, or allow usage by others in a way that violates these Terms of Use.

You represent and warrant that you are not a person or entity that is (i) 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; (ii) on any restricted or prohibited party list maintained by the U.S. Departments of Commerce, State and the Treasury; (iii) part of, affiliated with, or controlled by any non-U.S. military organization; or (iv) acting on behalf of or for the benefit of someone designated in (i) through (iii) above (a “**Restricted Party**”). If you become a Restricted Party during the period of your access or use of the Platform, you shall immediately notify us, and we may immediately terminate your access to the Platform in our sole discretion. You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to use of the Platform or the export from the U.S. of the Platform or any products derived therefrom to any location and shall upon request demonstrate to us compliance with all applicable export control and import laws and regulations. You shall immediately notify us if you have any information or suspicion that there may be a

violation of applicable export control laws in connection with your use of the Platform and shall fully cooperate with all terms in this Section 2, including, but not limited to, cooperating with us during our review or investigation in relation to actual or possible violations of this Section 2. Users shall promptly report to us any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Platform. Users are solely responsible for meeting the minimum technology requirements for use of the Platform, which include the ability to download and use the open-source software development kits Cirq or Qiskit, which are necessary to submit queries to the Platform, as well as internet access.

Subject to compliance with these Terms of Use, Users may access the Platform via automated means, including AI Agents, for the purpose of generating, compiling, or submitting quantum experiments or workloads. Users agree that all such automated use must remain within the scope of authorized Platform functionality, applicable usage limits, and any separate written agreement governing the User's access (including any Enterprise Agreement). Users shall not permit any AI Agent to (a) exceed rate limits or quotas, (b) attempt to circumvent technical restrictions, (c) disrupt Platform operations, or (d) access the Platform for the purpose of building or training competing services.

3. PROPRIETARY RIGHTS

3.1 The Company's Ownership

The Platform, system performance data and information the Company generates (including data submitted to, collected by, or generated in aggregate form in connection with your use of the Platform), and all materials therein or transferred thereby, including, without limitation, patents, patent applications, copyrights, copyrightable works of expression, trademarks, service marks, trade names, rights of publicity and privacy, moral rights, know-how, trade secrets, software and database rights, and all intellectual property rights related thereto, are the exclusive property of the Company and its licensors. Except as explicitly provided herein, nothing in these Terms of Use creates a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Platform or any part thereof. Use of the Platform for any purpose not expressly permitted by these Terms of Use is strictly prohibited.

The Company grants you a non-exclusive, limited, non-transferable, royalty-free, freely revocable license to use and access the Platform in a manner that is in accordance with these Terms of Use and, if applicable, any Enterprise Agreement (as defined below) and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice appearing in or on the Platform or materials downloaded from our Website, and you acknowledge that you do not obtain any ownership rights thereto in doing so. Use of the Platform for commercial purposes is permitted only to the extent that you may use your User Outputs (as defined below) for your independent commercial purposes unrelated to the Company's own commercial purposes. You may not use our name, logos, trademark or brands without our express prior written consent.

3.2 User Code and User Outputs

As part of your access and use of the Platform, you may create, upload or submit software code, queries, communications, or data to the Platform ("**User Code**") and as a result of such upload, receive as an output a quantum-optimized solution or circuit or optimized quantum code for your query (collectively, "**User Outputs**"). You own your User Code and User Outputs; provided, however, that you hereby irrevocably grant the Company a world-wide, non-exclusive, royalty-free, transferable, perpetual, assignable license to (a) access, reproduce, modify, use and otherwise exploit User Code and User Outputs for any purpose related to or arising from the operation, provision, analysis, enhancement, development, or improvement of the Platform or any Company products or services, and (b) to create derivative works (by aggregating and/or anonymizing or otherwise transforming) of User Code and User Outputs to develop, enhance,

provide and improve the Platform for you or Users generally, including to create derivative works from aggregated or anonymized User Code and User Outputs that we then make available to other Users on the Platform or by other means. You represent and warrant that you own or have the necessary rights, consents, and permissions to use and authorize the use of your User Code as described herein.

You irrevocably waive, and cause to be waived, against the Company and other Users any claims and assertions of moral right or attribution with respect to User Code and User Outputs. We are not and will not be under any obligation, except as otherwise expressly set forth in these Terms of Use or our other policies, (i) to maintain any User Code or User Outputs in confidence; (ii) to pay Users any compensation for any User Code; (iii) to credit or acknowledge Users for User Code or User Outputs; or (iv) to monitor, restrict, condition, or limit the Company's exercise any of the rights granted herein, including with respect to aggregated, anonymized, or derivative User Code or User Outputs. We are not responsible for, and will not be liable for, User Code, and you upload User Code at your own risk. Without limiting the foregoing, you understand and acknowledge that you alone are responsible for your User Code and User Outputs, and you, not the Company, assume all risks associated with your User Code and User Outputs, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Code that makes User or anyone else personally identifiable.

You shall not attempt to gain access to other Users' User Code and User Outputs through means other than as we have provided.

You acknowledge and agree that the Company does not monitor or police your User Code or User Outputs used in or resulting from the Platform and, except as set forth in this Section, the Company is not responsible for any liability in connection with the generation, use or storage of User Code or User Outputs. The Company shall follow its standard archival procedures for User Code and User Output. We may not store all User Code or User Outputs. In the event of any loss or corruption of User Code or of User Output, the Company shall use commercially reasonable efforts to restore the lost or corrupted User Code or User Output from the latest backup of such User Code or User Output maintained by the Company. The Company shall not be responsible for any loss, destruction, alteration, unauthorized disclosure or corruption of User Code or User Output caused by any third party. THE COMPANY'S EFFORT TO RESTORE LOST OR CORRUPTED USER CODE OR USER OUTPUT PURSUANT TO THIS SECTION IS THE COMPANY'S SOLE LIABILITY AND USER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF USER CODE OR USER OUTPUT IN CONNECTION WITH THE PLATFORM. You should always save copies of all User Code and User Output off the Platform in order to ensure permanent access.

3.3 Feedback

If you send or transmit any communications or materials to the Company via the Platform, the Website, mail, email, telephone, instant messaging application (such as Slack), the comment feature on GitHub or otherwise, suggesting or recommending changes to the Platform or Enterprise Service, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, ideas, enhancements, improvements, feedback, development requests, or other information ("**Feedback**"), the Company may use such Feedback regardless of any other obligation or limitation between the parties governing such Feedback. You agree that the disclosure of such Feedback is gratuitous, unsolicited and without restriction and will not place the Company under any fiduciary or other obligation, and that the Company is free to use the Feedback without any compensation whatsoever to the submitting User, and to disclose the Feedback on a non-confidential basis or otherwise to anyone. You hereby assign to the Company all right, title, and interest in, and the Company may use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever without any requirements of attribution, compensation, or other requirements. You acknowledge that the

Company does not waive any rights to use similar or related ideas previously known to the Company, or developed by its employees, or obtained from sources other than Users.

4. THIRD PARTY LINKS AND SERVICES

You acknowledge and agree that your access to and use of, and the proper performance of, the Platform is dependent on the performance of services operated and/or provided by third parties, including, without limitation, application programming interfaces (APIs), quantum processors, quantum simulators and emulators, other Quantum Hardware, social media or account services such as Google, data sources such as Google Maps or Y! Finance, Stripe or other third party payment processors, and/or other services operated or provided by third parties (collectively, “**Third Party Services**”) that are controlled by third parties and that the Company has no control over such third parties or Third Party Services. Therefore, you use the Third Party Services at your own risk and are responsible for your use of Third Party Services, including, without limitation, being fully responsible and liable for any additional costs or expenses associated with Third Party Services, procuring any and all rights necessary for your access to Third Party Services and compliance with the applicable third parties’ terms and conditions applicable to your use of the relevant Third Party Service. When you use such Third Party Services on our Platform, you do so at your own risk, and you understand that those Third Party Services may have their own terms and conditions of use and privacy policies, and that these Terms of Use and our Privacy Policy do not apply to your use of such Third Party Services. The Company does not endorse or assume any responsibility for any such Third Party Services. When you click a link for one of these Third Party Services or use a Third Party Service that is integrated into the Platform or Website while using the Platform or Website, we will not warn you that you have left our Platform or Website or that you are using such Third Party Service at that time. In addition to the termination rights the Company has in these Terms of Use, the Company may terminate your access to the Platform if you violate the terms or conditions applicable to your use of any Third Party Service. You agree that the Company is not responsible for any loss or damages of any sort relating to your dealings with such Third Party Services. To the extent that there is a conflict between any provision in these Terms of Use and the Third Party Services’ terms of service as to use of the Platform, these Terms of Use govern. See our Privacy Policy for more information regarding the Third Party Services that may be used on the Platform and how the Company collects, uses and discloses your personal information to such Third Party Services.

You acknowledge that your access to Quantum Hardware is subject to availability based on the Company’s relationship with third party Quantum Hardware providers. You acknowledge that your User Code and User Output may be processed by Quantum Hardware providers outside of facilities operated by the Company and authorize the Company to transfer your User Code and User Output to Quantum Hardware providers for processing. We may, in our sole discretion, limit the number of API calls per User or across all Users as necessary in our sole discretion to comply with our agreements with Quantum Hardware providers.

5. PAYMENT

5.1 Payment Generally

You acknowledge that access to the Platform and Enterprise Service is contingent on your payment of fees in accordance with a pricing plan as determined by the Company from time to time and agreed upon through separate correspondence with the Company at legal@inflection.com or pursuant to a separate written agreement between you and the Company. In order to load funds into your account or

otherwise make a payment to the Company to access the Platform or Enterprise Service, the Company may ask you to supply certain information applicable to your payment. You acknowledge that such information may be provided to the Company's third party payment processor, Stripe, or another third party payment processor that the Company then uses. Any such information will be treated as described in the privacy policy of such third party payment processor, and the Company shall have no responsibility or liability for any errors, delays, failures, or interruptions caused by such third party payment processors. The Company may also accept payment by means outside of Stripe using the method advised to us by a particular User if agreed in writing in advance between the Company and the User. In such case, you acknowledge that your payment information may be provided to us, and that such information will be treated as described in our Privacy Policy. All information that you provide to the Company or the Company's third party payment processor must be accurate, current and complete. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your payments. Billing will be processed immediately when you load funds into your account.

The Company is a service provider. We are not a bank, credit union, payment processor or other financial institution. Products are purchased via a third-party payment vendor or by means outside of such vendor using the method advised to us by a particular User if agreed to in advance in writing by the Company. Transactions processed through our Website may be subject to the terms and conditions and privacy policies of the applicable payment vendor. The Company takes no responsibility and assumes no liability for any actions or omissions of such third party.

To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third party vendors and service providers to manage debit and credit card information and detect and prevent fraud.

Descriptions, references, features, content, specifications, products, price and availability of any services are subject to change at the Company's sole discretion. The Company's current prices can be found by contacting us at legal@inflection.com. Users subject to a pricing plan under a separate written agreement with the Company will be subject to that pricing plan, and prices will not increase until the end of the term of such agreement. The fees are exclusive of any applicable federal, state, municipal or other taxes or duties, including VAT and GST (collectively, "**Applicable Taxes**"), unless otherwise specified. The Company reserves the right to bar any User from making any or all value transfers or payments; and/or to refuse to provide any User with any service.

5.2 Platform Fees

Your ability to send queries and make API calls to the Platform is contingent on your account balance holding a positive value. Queries made through the Platform are subject to a per-API call fee. The account making the API call will be charged for such call against the account balance by the per-call fee in effect at the time of such call. Prices are subject to change at any time and from time to time at the Company's sole discretion. The Company reserves the right to restrict your ability to send a query through the Platform should your account balance lack sufficient funds for the query.

5.3 Enterprise Service Fees

Your access to the Enterprise Service is contingent on your paying fees separate from, but in addition to, the fees described in Section 5.2. Pricing for the Enterprise Service will be

determined under a separate written agreement between you and the Company (“**Enterprise Agreement**”). Your ability to access the Enterprise Service begins on the date as set forth in the Enterprise Agreement and continues until the end of the term as set forth in the Enterprise Agreement. Other terms of your use of and access to the Enterprise Service will be set forth in the Enterprise Agreement. To the extent of any conflict between these Terms of Use and the Enterprise Agreement, the Enterprise Agreement controls.

5.4 Free Use

From time to time and in its sole discretion, the Company may offer free use of the Platform to certain Users or an initial free trial period to Users before use of and access to the Platform becomes subject to fees (“**Free Use**”). Free Use does not require you to transfer value into your account in order to access and use the Platform. Free Use of the Platform is subject to the same terms and conditions as set forth in these Terms of Use. Access to the Platform terminates upon the conclusion of the Free Use unless the User deposits funds into the applicable account and/or subscribes for the Enterprise Service. Your User account will roll over and the associated account information will be retained upon your transition to a paid service to the same extent as your information is retained if you are a paid User.

6. CALIFORNIA RESIDENTS

The provider of services is Inflection Quantum, LLC. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 (California residents only) or (916) 445-1254 (Sacramento area/out of state).

7. PRIVACY POLICY

We care about the privacy of our Users. Your use of the Platform is subject to our Privacy Policy. To view the Privacy Policy, please click here: <https://www.inflection.com/privacy-policy>.

8. SECURITY

The Company uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

9. TERMINATION

9.1 Termination of Access to Platform

You may terminate your access to the Platform by discontinuing use of any and all parts of the Platform or, if you log in using a Third Party Service, terminating our access to that Third Party Service through your settings with the Third Party Service. The Company may, in its sole discretion and without prior notice, immediately terminate your account and access to all or any part of the Platform. Cause for such termination or status change shall include, but not be limited to:

1. Breaches or violations of the Terms of Use or other incorporated agreements or guidelines;

2. Requests by law enforcement or other government agencies;
3. A request by you (self-initiated account deletions);
4. Discontinuance or material modification to the Platform (or any part thereof);
5. Unexpected technical or security issues or problems;
6. Engagement by you in fraudulent or illegal activities; or
7. Nonpayment of any fees owed by you in connection with the Platform or any other Company products or services.

Termination of your account or access using your verified Third Party Service account includes:

1. Deletion of your account and all related information, files and materials, and removal of your access to your User Code and User Output; and
2. Barring of further use of the Platform.

Further, you agree that all terminations for cause shall be made in the Company's sole discretion and that the Company shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Platform.

If the Company modifies, suspends, removes, discontinues or terminates your access to the Platform or account for any reason or no reason, you will forfeit any pending, current or future account credits and any other forms of unredeemed value in your account without notice and you shall not be entitled to a refund unless otherwise provided. The Company assumes no responsibility or liability if your access to the Platform terminates due to a zero or negative account balance. If you terminate, suspend, or discontinue your use of the Platform, you forfeit any pending, current or future account credits and any other forms of unredeemed value in your account.

9.2 Termination of Enterprise Service

You may terminate use of the Enterprise Service by submitting a cancellation request to legal@inflection.com. Once we have processed your request to terminate the Enterprise Service, you will have access to the Enterprise Service until the end of the month in which termination occurs. After we terminate your access to the Enterprise Service, you are no longer obligated to pay Enterprise Service fees after the month of cancellation. However, you forfeit Enterprise Service fees already paid, unless the Company, in its sole discretion, determines you are entitled to a refund of part or all of such fees. If the Company determines you are entitled to refunds, your account and billing information must be up to date in order for us to refund you.

Notwithstanding this subsection, if you are subject to different termination provisions pursuant to a separate written agreement with the Company, such as an Enterprise Agreement, the terms in such agreement govern your termination of the Enterprise Service.

10. INDEMNITY

You agree to indemnify and hold harmless the Company and its subsidiaries, affiliates, officers, directors, agents, employees, partners and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, expenses, including, without limitation, reasonable attorneys' fees, incurred by them due to your use of the Platform or the Enterprise Service including any use by Automated Agents or AI Agents acting under your account or credentials, your connection to the Website, your User Code or User Outputs, your violation of the Terms of Use or any applicable third party terms, or your violation of any rights of another.

10.1 DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE PLATFORM AND ANY USER OUTPUT, THIRD PARTY SERVICES, OR RESULTS OBTAINED THROUGH THE PLATFORM IS ENTIRELY AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CHANGES ARE PERIODICALLY MADE TO THE PLATFORM AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE

COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO REPRESENTATION OR WARRANTY:

1. THAT THE PLATFORM, ANY USER OUTPUT OR ANY OTHER COMPANY SERVICES WILL MEET YOUR REQUIREMENTS;
2. THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;
3. AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CORRECTNESS OF ANY CONTENT ON THE PLATFORM INCLUDING, WITHOUT LIMITATION, USER OUTPUT;
4. AS TO WHETHER THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, USER OUTPUT, WILL MEET YOUR EXPECTATIONS; OR
5. AS TO WHETHER ANY ERRORS ON THE PLATFORM WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE PLATFORM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

U.S. FEDERAL LAW, SOME STATES AND PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS OF USE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS OF USE WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE PLATFORM SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PERSONAL, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES), RESULTING FROM:

1. THE USE OR THE INABILITY TO USE THE PLATFORM;
2. ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT OR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT MADE AVAILABLE THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, USER OUTPUT;
3. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE;
4. AUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
5. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN;
6. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM BY ANY THIRD PARTY;
7. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR
8. ANY OTHER MATTER RELATING TO THE PLATFORM OR THE COMPANY.

IN NO EVENT SHALL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, PARTNERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO THE COMPANY HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS.

12. GOVERNING LAW

You agree that these Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the State of Delaware without regard to its conflicts of law provisions. Use of the Platform is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. The Company makes no claims or assurances that the Platform is appropriate or may be downloaded outside of the United States. You agree that, subject to Section 14, all legal proceedings arising out of or in connection with these Terms of Use or the Platform must be filed in a federal or state court located in the State of Delaware, within one year of the time in which the events giving rise to such claim began, or your claim will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

13. ARBITRATION

At the Company's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Platform, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Delaware law. For any dispute with the Company, you agree to first contact us at legal@inflection.com to attempt to resolve the dispute with us informally. Notwithstanding the foregoing, the Company may seek injunctive or equitable relief in any court of competent jurisdiction to prevent or enjoin unauthorized use of the Platform or infringement or misappropriation of the Company's intellectual property.

14. CLASS ACTION; JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PLATFORM FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

15. GENERAL

15.1 Notice

The Company may provide you with notices, whether such notifications are required by law or are for marketing or other business related purposes, including those regarding changes to the Terms of Use, by email, text, regular mail or postings on the Website, as determined by the Company in our sole discretion. The Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms of Use. The Company is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. The Company may, in its sole discretion, modify or update these Terms of Use from time to time, and so you should review this page periodically.

15.2 Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred, delegated or assigned by you, but may be assigned or delegated by the Company without restriction, including by operation of law and in connection with any merger, reorganization, change of control, or sale of all or substantially all of the Company's assets. Any attempted transfer, delegation or assignment in violation hereof shall be null and void.

15.3 No Waiver

No waiver by you or the Company of any breach, default, or failure to exercise any right allowed under these Terms of Use constitutes a waiver of any preceding, subsequent breach, default, waiver, or forfeiture of any similar or future rights under these Terms of Use. As such, the Company's failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. This means that the Company may at any time choose to take an action that it is permitted or legally entitled to take, even if the Company has not taken such an action in the past, in the same or a similar situation.

15.4 Severability

Except as otherwise provided herein, if any provision of these Terms of Use is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

15.5 Entire Agreement

These Terms of Use, including, without limitation, the incorporated Privacy Policy, and other terms incorporated by reference herein, constitutes the final, complete and exclusive agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

15.6 Headings and Interpretation

The section headings used herein are for convenience only and shall be of no legal force or effect.

15.7 Contact

You may reach us at legal@infleqtion.com.

15.8 Copyright Notice and Links

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