

Rigetti – dividiti “Quantum Collective Knowledge Challenge”

Rigetti is pleased to support the 1st Open Quantum Collective Knowledge Challenge and allow Your use of QCS and Forest 2 in the challenge!!

Except as explicitly set forth below, all use of QCS™ and Forest™ 2 shall continue to be governed by and are subject to Your acceptance of the QCS Terms of Service located at <https://www.rigetti.com/terms> and <https://www.rigetti.com/sdk-terms>, and all other posted guidelines and policies, all of which are incorporated herein by this reference.

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These summaries are for Your convenience only; they will not affect, and they may not be used to interpret, the meaning of this License.

1. The QCS Service and Forest 2 SDK.

Summary: This License is for use only in conjunction with Your existing licensed copy or access to the QCS Service and/or Forest 2 SDK. The QCS Terms of Service and Forest 2 SDK EULA still apply, and must be accepted separately when you sign up for an account.

- a. QCS Access. In order to run your software on actual quantum hardware or make use of the Forest 2 SDK, you must also visit <https://www.rigetti.com> and sign up for a QCS account, unless one has been provided through your organization.
- b. Order of Precedence. As between this License and the QCS Terms of Service, Forest 2 SDK EULA, and other policies and guidelines, this License shall serve only to expand those certain licenses as explicitly set forth below, for a limited period.

2. Term of This License.

Summary: The term of this License is the period of 1st Open Quantum Collective Knowledge Challenge.

- a. Term. This License shall commence on December 17, 2018 and shall remain in force until the earliest of: (a) January 1, 2020; (b) the completion of the 1st Open Quantum Collective Knowledge Challenge; or (c) termination as described below.
- b. Termination. Rigetti may terminate this license upon either: (a) notice to You; (b) public notice on cknowledge.org/quantum; or (c) public notice on Rigetti.com.

3. Benchmarking & Publicity.

Summary: You may use dividiti’s Quantum Collective Knowledge tools for benchmarking in conjunction with QCS and Forest 2.

- a. License Grant. Notwithstanding Section 2.b or 4.b(iv) of the Forest 2 SDK, you may use the Forest 2 SDK and QCS in conjunction with dividiti’s Quantum Collective Knowledge tools for the purpose of developing, running, and

benchmarking algorithms across Rigetti and non-Rigetti platforms in the course of competing in the 1st Open Quantum Collective Knowledge Challenge, and publish the results of your work for purposes of the 1st Open Quantum Collective Knowledge Challenge.

- b. Restrictions & Limitations. By using Forest 2 SDK or QCS under this license, you agree that no such use may be for the purpose of the design or marketing of quantum computing hardware system manufactured or made available by any entity with which you are affiliated.

4. **Governing Law; Jurisdiction and Venue.**

Summary: California law will govern the interpretation of this License.

The Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. The Uniform Computer Information Transaction Act (or any statutory implementation of it) and the United Nations Convention on the International Sale of Goods will not apply to this License or the relationship between You and Rigetti. You consent to venue and personal jurisdiction of the state and federal courts located in San Francisco, California, for all disputes arising hereunder.

5. **Assignment.**

Summary: You can't transfer Your rights or obligations under this License.

This License (including the license granted to You in Section 3.a) may not be transferred or assigned by You, whether voluntarily, by operation of law, or otherwise (it being understood that, if You are an entity, any Change of Control that You undergo will be deemed an assignment for the purpose of this paragraph). Notwithstanding the foregoing, if You are an entity and undergo a transaction or series of transactions in which a majority of Your controlling interest becomes held by an entity that did not previously have such control ("Change of Control"), then: (a) You shall provide written notice to Rigetti within ten (10) days after the consummation of the Change of Control; and (b) if, following Rigetti's receipt of such notice, Rigetti does not elect to terminate this License within thirty (30) days, then this License shall remain in full force and effect. This License may be assigned by Rigetti without restriction. Any assignment in violation of this paragraph will be void. Subject to this paragraph, this License will be binding upon the parties' respective successors and permitted successors and assigns.

6. **Miscellaneous.**

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

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

December 16, 2018