TRIAL ACCESS AGREEMENT

This Trial Access Agreement (the **"Agreement"**) is made and entered into on the last date of signature below (**"Effective Date"**) by and between IonQ, Inc. (**"IonQ"**), and The University of Chicago ("**Customer**") and sets forth the terms pursuant to which IonQ may provide, and Customer may receive, access to and use of the Compute Services (defined below) on a trial basis. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.   DEFINITIONS. Capitalized terms shall have the meanings set forth in this Section 1, or in the section where they are first used or otherwise defined.

1.1   "Access Protocols" means the credentials, passwords, API keys, access codes, or other relevant procedures provided by IonQ to Customer to access the Compute Services, which may include, without limitation use of the IonQ API.

1.2   "Circuit" means the sequence, code, and/or routine to be executed through the Compute Services.

1.3   "Compute Services" means IonQ's execution of Customer's Jobs using the IonQ Technology.

1.4   "Documentation" means the technical materials provided by IonQ to Customer in hard copy or electronic form, including via online URL or link, describing the use and operation of the Compute Services.

1.5   "Job(s)" means: (a) for Circuits to be run on the IonQ Quantum Technology, the Circuit to be run by the Compute Services for the number of Shots specified by the Customer; and (b) for Circuits to be run in the Simulator Technology the Circuits to be run.

1.6   "Job Guidelines" means the IonQ guidelines about the type of Jobs that may be submitted through the Compute Services that are made available at https://ionq.com/guidelines, as may be amended from time to time by IonQ in its sole discretion.

1.7   "Shots" means the number of times the Circuit submitted by Customer will be run by the Compute Services.

1.8   "Technology" means: (a) the IonQ quantum computer, and all software, interfaces, tools, utilities, application programming interfaces (APIs), and other technologies relating thereto (and any related intellectual property) that is provided by or on behalf of IonQ and used to provide the Compute Services (the "**IonQ Quantum Technology**"); and (b) the IonQ simulator software, interfaces, tools, utilities, application programming interfaces (APIs), and other technologies relating thereto (and any related intellectual property) that is provided by or on behalf of IonQ and used to provide the Compute Services (the "**Simulator Technology**").

2.   PROVISION OF COMPUTE SERVICES.

2.1   Access. Subject to Customer's compliance with the terms of this Agreement, IonQ will provide Customer with the credit set forth in Schedule 1 toward Compute Services, which will be calculated using the then standard pricing for the Compute Services as set forth at http://ionq.com/links/pricing. Any and all unused credits will be forfeited at the end of the Term. Customer will have the ability to submit Jobs for execution through the Compute Services using the Access Protocols made available by IonQ to Customer; provided that, any Jobs must be submitted by an individual who is duly authorized to do so on behalf of the Customer.

2.2   Customer Implementation. Customer will designate the Principal Investigator, defined in Schedule 1, as the single point of contact who will grant Access Protocols to Customer Persons (including but not limited to employees or students) working on projects or other approved educational activity. Persons subject to U.S. sanctions, in countries subject to U.S. sanctions, or on any U.S. Government prohibited or restricted persons list (e.g., Specially Designated Nationals List) or are citizens or residents of the ITAR proscribed countries shall not submit Jobs, except to the extent such submission is permitted by applicable U.S law. Customer's ability to submit Jobs will immediately terminate after the credits set forth in Schedule 1 are used.

2.3   Acceptance. IonQ may accept or reject all submitted Jobs in IonQ's sole discretion. Neither entering into this Agreement nor receiving access to the Compute Services guarantees IonQ's acceptance of any particular Job, or any Job at all.

2.4   Provision of Compute Services. Once a Job is accepted by IonQ, IonQ will provide the Compute Services associated with the applicable Job. IonQ makes no guarantees with regard to timing of the Compute Services for a particular Job or when the Compute Services for a Job will be completed. Once the Compute Services for a Job are completed, IonQ will promptly provide the results from such Compute Services to Customer.

2.5   Restrictions. Customer agrees that it will not, and will not permit any other party to: (a) allow any third party to access the Compute Services, Ion Quantum Technology, or Documentation; (b) sublicense, lease, sell, resell, rent, loan, distribute, transfer, or otherwise allow the use of the Compute Services, Ion Quantum Technology, or Documentation for the benefit of any third party except as expressly allowed herein; or (c) access or use the Compute Services, Ion Quantum Technology, or Documentation for the purpose of developing or creating a competitive service or product.

3.   PROPRIETARY RIGHTS.

3.1   Customer Materials. Customer hereby grants IonQ a non-exclusive, worldwide, royalty-free, sublicenseable (only to the extent necessary to provide the Compute Services) and fully-paid license to use all code, algorithms, data, instructions, and other materials provided by Customer (**"Customer Data"**) solely in connection with the provisions of the Compute Services to Customer. Such license will terminate once the Compute Services have been completed. As between the parties, Customer owns all right, title, and interest in the

Customer Data.

3.2 **Customer Responsibility and Obligations.** Customer may not share any Access Protocols with any person or entity who is not contemplated by this Agreement. Customer will be solely liable for any activities undertaken, or omissions made, by anyone using Customer's Access Protocols. Customer will immediately notify IonQ of any unauthorized use of its Access Protocols or any breach of security relating to the Compute Services known to Customer. Furthermore, Customer shall ensure that all Jobs, Customer Data, and applications, technology, and systems used by Customer in connection with the Compute Services comply with this Agreement, all applicable laws, the Documentation, and IonQ's Job Guidelines existing at the time of submission. Customer will obtain and maintain all required consents necessary to permit the processing of Customer Data under this Agreement. IonQ is not obligated to back up any Customer Data, and Customer is solely responsible for creating backup copies of any Customer Data and any results of the Compute Services obtained by Customer, at Customer's sole cost and expense. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

3.3 **IonQ Materials.** IonQ owns and retains all right, title and interest (including, but not limited to, all copyright and patent rights) in the Compute Services, Technology, and Documentation, and IonQ reserves all rights to the foregoing that are not expressly granted herein. No other license or right of any kind (express or implied) is granted to Customer by IonQ in or to the Compute Services, Documentation, Technology, or any part thereof.

3.4 **Feedback**. Customer hereby grants IonQ a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate in IonQ's products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Compute Services or the Technology (**"Feedback"**).

3.5 **Usage Data**. The parties acknowledge and agree that IonQ may collect usage data relating to the Jobs. IonQ will own all rights in such data and may use such data for any purpose (including, but not limited to, providing the Compute Services and Technology, and troubleshooting, auditing, and improving the Compute Services and Technology), provided that if IonQ provides such data to a third party it will aggregate and anonymize such data so that Customer cannot be identified as the source of such data. In no event, will such usage data contain the details of the Job (e.g., the code or algorithms sent by Customer).

3.6 **Third Party Materials.** As a part of the Compute Services, Customer may have access to materials that are hosted by another party. Customer agrees that it is not possible for IonQ to monitor such materials and that Customer's access to these materials is at Customer's risk.

3.7 **Open Source Software.** Certain items of software may be provided to Customer with the Compute Services and are subject to **"open source"** or **"free software"** licenses (**"Open Source Software"**). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 or 6.1. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, IonQ makes such Open Source Software, and IonQ's modifications to that Open Source Software, available by written request at the notice address set forth below.

3.8 **Publication.** Customer reserves the right to publish the results of any Compute Services provided by IonQ for the Customer ("Results"), with due regard to the protection of IonQ's Confidential Information (as defined below). Customer will submit the manuscript of any proposed publication, whether in digital or printed form, regarding the Results, IonQ's Compute Services, Technology or the execution of Customer's Jobs to IonQ at least thirty (30) days before submission for publication, and IonQ shall have the right to review and comment upon the publication in order to protect IonQ's Confidential Information. If, within the thirty (30) day review period, IonQ notifies Customer of the specific section(s) of the proposed publication that contain information deemed to be Confidential Information under the provisions of Section 4, Customer shall either delete such Confidential Information before proceeding with its proposed publication or shall request IonQ work in good faith with Customer to develop substitute language that is scientifically comparable but does not disclose IonQ's Confidential Information. For the purpose of this provision only, the term Confidential Information shall not include Customer's research data, Results, materials, or description of the research methodology necessary for a meaningful publication, which may otherwise come within the definition of Confidential Information contained in Section 4 (Confidentiality). Customer agrees to provide IonQ with a thirty (30) day period in order to review and comment on any article or other publication, whether in digital or printed form, regarding IonQ's Compute Services, Technology or the execution of Customer's Jobs prior to the submission for publication of any such article or other publication. IonQ may object to such publication if IonQ deems such article or publication may: (a) result in the inadvertent disclosure of IonQ's Confidential Information or trade secret information (as defined below), and/or (b) includes an inaccuracy relating to the algorithm or the optimization of the algorithm utilized for the Compute Services requested by the Customer. Customer agrees to provide IonQ with a fifteen (15) day period in order to review and comment prior to the submission for publication of any results of any Compute Services provided by IonQ for the Customer. The Parties further agree to cooperate in good faith and to take all reasonable steps to carry out the terms and the intent of this Section 3.8.

4. **CONFIDENTIALITY.**

4.1 **Confidential Information.** Each party shall retain in confidence all non-public information and know-how disclosed or made available by the other party pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is

designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure, or should reasonably be understood to be confidential by an individual with expertise in the related field (the "Confidential Information"); provided, however, that even if they would otherwise constitute Confidential Information, the foregoing definition does not include information and/or materials that: (i) have come within the public domain through no fault of or action by the receiving party or its representatives; (ii) are discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; or (iii) are otherwise known to the receiving party through no wrongful conduct of the receiving party. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information, except as contemplated herein; and (c) not disclose such Confidential Information to any third party, except to employees, students and subcontractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Confidential Information may include IonQ's "trade secret information," which for purposes of this Agreement shall be clearly identified by IonQ as a such and the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Notwithstanding anything to the contrary contained herein, IonQ's source code and hardware designs are trade secret information and Confidential Information.

4.2   Protection of Confidential Information; Required Disclosure. Each party agrees to promptly notify the other party of (i) any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested, and (ii) any instance in which Confidential Information is required to be disclosed by Law or court order; provided, however, that in such instance of a required disclosure, the receiving party shall, to the extent legally possible, provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure; and provided, further, that a party may disclose any Confidential Information hereunder to its agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court of competent jurisdiction as reasonably required to resolve any dispute between the parties. Within thirty (30) days after the expiration or termination of this Agreement, if either party has any of the other party's Confidential Information in its possession, such party shall either destroy such Confidential Information or return it to the other party. Further, the confidentiality provisions of this Agreement shall control the provisions of any non-disclosure or similar agreements the parties may have entered into prior or subsequent to this Agreement in relation to the subject matter hereof.

5.   FEES.

5.1   Fees and Payment. IonQ will provide Customer with the credit toward usage set forth in Schedule 1.

6.   REPRESENTATIONS & WARRANTIES; DISCLAIMER.

6.1   Customer Warranty. By submitting a Job and/or any Customer Data to the Compute Services, Customer represents and warrants that: (a) Customer has all necessary rights (including the necessary rights and consents from any end users) to grant IonQ the licenses set forth herein with respect to such Job and Customer Data; (b) the Job and Customer Data shall not, to the best of Customer's knowledge, (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, unlawful, or otherwise objectionable; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage IonQ's system or data; (v) violate any applicable laws; or (vi) otherwise violate any privacy or other right of any third party; (c) the Job and Customer Data comply with all applicable laws, rules, regulations, and IonQ's Job Guidelines in effect at the time of such submission; and (d) the Customer is an entity (e.g., not an individual) that is duly organized and validly existing under the laws of its state and/or country of incorporation or organization.

6.2   DISCLAIMER. THE PARTIES ACKNOWLEDGE THAT THE SERVICES AND TECHNOLOGY ARE EXPERIMENTAL IN NATURE AND THAT THE DOCUMENTATION, TECHNOLOGY, AND SERVICES ARE PROVIDED **"AS IS."** IONQ MAKES NO (AND HEREBY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IONQ DOES NOT WARRANT THAT ANY ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7.   INDEMNIFICATION.

7.1   Indemnification by Customer. Customer shall indemnify IonQ, its respective Affiliates, and its and their respective personnel (each, a "IonQ Indemnified Person") for, and defend and hold IonQ Indemnified Persons harmless from and against, any losses actually suffered, paid or incurred by any IonQ Indemnified Person in any suit, action or proceeding by any third party as a result of or related to Customer's negligent or willful violation of applicable laws and regulations as it relates to this Agreement, or Customer's material breach of this Agreement (each, a "Customer Claim").

8.   LIMITATION OF LIABILITY.

8.1   Limits on Liability. IN NO EVENT WILL (a) EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE

HEREUNDER; AND (b) EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE 12 MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8.2   Basis of the Bargain. The parties agree that the limitations of liability set forth in this section shall be in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

9.   TERM AND TERMINATION.

9.1   Term. The term of this Agreement shall begin on the Effective Date and, unless earlier terminated under Section 8.2, shall continue until the term set forth on Schedule 1 or Customer uses all of the credits provided in Schedule 1, whichever is earlier (the **"Term"**).

9.2   Termination. Either party may terminate this Agreement and/or any applicable order immediately upon written notice to the other party at any time.

9.3   Effect of Termination. Immediately upon termination of this Agreement Customer shall cease to use the applicable Compute Services. Sections 1 (Definitions), 2.4 (Restrictions), 3 (Proprietary Rights), 4 (Confidentiality), 6 (Representations & Warranties; Disclaimer), 7 (Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), 11 (Governing Law and Venue) and 12 (Miscellaneous) will survive the expiration or termination of this Agreement.

10.   INTENTIONALLY OMITTED.

11.   GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Illinois, without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in Illinois, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in Illinois. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Compute Services hereunder.

12.   MISCELLANEOUS

12.1   Subcontractors. IonQ may subcontract this Agreement or any services or obligations hereunder to any third party with written notice to Customer and conditioned that such third party is under terms and conditions no less restrictive than those contained here. Notwithstanding any such performance through a subcontractor, IonQ shall not be relieved of its performance or obligations under this Agreement. IonQ shall be responsible for each of its subcontractor's full and timely performance, and the acts and omissions of each such subcontractor within the scope of its agency with IonQ shall be deemed and treated as the acts and omissions of IonQ itself. IonQ shall also be responsible for compensating its subcontractors.

12.2   Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create any partnership, joint venture or agency relationship between the parties. Neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent or otherwise.

12.3   Entire Agreement. This Agreement, together with the orders and the attached exhibits, contains the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous understandings or communications (oral or written) regarding such subject matter. This Agreement, and any order, may be modified only by a written amendment executed by an authorized representative of each party. In the event of a conflict between the terms in an order and this Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the order.

12.4   Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

12.5   Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to a successor of its business or assets to which this Agreement relates pursuant to a merger, consolidation, reorganization or sale of substantially all of its assets or stock related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

12.6   Force Majeure. IonQ shall not be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including, but not limited to, any failure, disruptions or issues related to any third party services or acts, or any acts of God, war, terrorism, strikes, failure of suppliers, fires, floods, earthquakes, or pandemics and epidemics.

12.7   Export Control. The use of the Compute Services is subject to U.S. export control laws and may be subject to similar

regulations in other countries. Customer agrees to comply with all such laws. Company shall not transfer to UChicago or any Students any material or other information that is subject to export control regulation under the US International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR) and which has any classification beyond EAR 99 without first disclosing the identity of such information and its appropriate classification and receiving UChicago's consent for the transfer.

12.8   Remedies. Except as expressly set forth herein, the parties' rights and remedies under this Agreement are cumulative.

12.9   Notice. Any notice given under this Agreement shall be in writing and shall be effective: (a) upon receipt or refusal if (i) delivered by hand or (ii) sent via overnight mail by a nationally recognized express delivery service; or (b) sent via U.S. mail, postage prepaid, certified mail return receipt requested, when addressed to the address set forth below (or to such other address that a party may specify in a notice given under this Section 11.9).

12.10   No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.11   Waivers. No delay or omission to exercise any right or remedy accruing to either party hereunder shall impair that right or remedy or be construed to be a waiver of any breach or default. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the waiving party.

12.12   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

12.13   Section Headings. Section headings are for convenience only and shall not be used to interpret this Agreement.

12.14   Educational Use. The Parties intend and acknowledge that Customer shall use its access to the Technology for educational purposes and fundamental research in a classroom setting for students. Customer's students will be allowed access to the Technology conditioned that they agree to the Student Access Agreement attached hereto as Schedule 2. Customer agrees to maintain executed versions of the Access Agreement(s) which will be made available by Customer for inspection and copying upon IonQ's reasonable request. For the avoidance of doubt, Customer's use of the Technology for this purpose and in this contemplated setting shall not be a breach of any of the terms, conditions, or obligations contemplated herein.

[*signatures on following page*]