

VTT QUANTUM END USER LICENSE AGREEMENT – ACADEMIC USE (29.11.2024)

PLEASE READ THE LICENSE TERMS CAREFULLY BEFORE ACCESSING OR USING THE VTT QUANTUM.

This VTT Quantum End User License Agreement – Academic Use (“**Agreement**”) is entered into between the end user receiving a right to use the VTT Quantum under this VTT Quantum End User License Agreement (“**You**”), and VTT Technical Research Centre of Finland, business ID 2647375-4, (“**VTT**”). If You are accepting this Agreement on behalf of a company, university, or other legal entity, You represent that You have the authority to bind such entity to this Agreement.

By accepting this Agreement, You (i) accept the terms of this Agreement, as may be amended from time to time as provided below and, (ii) understand that You are entering a binding legal agreement, and (iii) are at least 18 years old. If you are under 18 years old, you may not access VTT Quantum.

1. General. This Agreement and Your license (described below) governs Your right to use the VTT Quantum. Your account and access to VTT Quantum is provided by CSC – IT Center for Science Ltd (“**CSC**”), and Your account and access management is governed by the LUMI General Terms of Use, available at: <https://lumi-supercomputer.eu/lumi-general-terms-of-use-1-0/>, entered into between You and CSC (“**Lumi Terms**”). Furthermore, VTT has instructed CSC to process Your personal data when using VTT Quantum as described in CSC’s Privacy Policy at: [Privacy notice for processing of user data on the LUMI Service - LUMI](#).

2. Definitions.

- a) “**Input(s)**” means all data, software, and information that You provide or input to VTT Quantum. This includes, but is not limited, to any algorithms, data or code uploaded, stored and/or executed by You.

- b) “**Output**” means any code, data and results based on the data, or information You receive from VTT Quantum.
- c) “**Parties**” means You and VTT collectively, and references to “Party” may individually refer to “You” or “VTT” as the context dictates.
- d) “**VTT Quantum**” means the quantum computer and related services offered by VTT including, but not limited to all software, compilers, user interface, or GUI, different back-ends, the information provided in or by the service, processing time offered, the forum and community, and related web pages, as well as all systems, programs, files, and /or data communication possibilities associated with the service. VTT Quantum does not include the access management service that is provided by CSC pursuant to the Lumi Terms.

3. License. For the term of this Agreement, VTT grants You a limited, nonexclusive, nontransferable license to access and use VTT Quantum for academic research purposes provided that You remain in compliance with all terms and conditions of this Agreement. VTT may terminate, suspend, revoke or limit Your access to VTT Quantum at any time at VTT’s discretion including but not limited to due to Your breach of this Agreement. Any costs incurred by VTT through unauthorized or unacceptable use will be charged to You. If You manage other users’ projects, as described in the Lumi Terms, the other users’ access to VTT Quantum may also be terminated, suspended, revoked or limited as described herein.

4. Intellectual Property Rights.

4.1. VTT Quantum. VTT Quantum, including all rights, title and interest therein are owned or controlled by VTT and all intellectual property rights and title thereto are unaffected by this Agreement.

4.2. Inputs & Outputs. You shall retain rights to Inputs and Outputs, but the Outputs shall be released publicly, preferably for peer review, as

openly as possible. VTT and VTT's service providers may use Your Inputs and Outputs to the extent required to provide and develop the VTT Quantum.

4.3. Feedback. In the event You provide feedback on VTT Quantum to VTT, You grant to VTT a perpetual, fully paid up, irrevocable, non-exclusive, worldwide license to such feedback to use, modify, sublicense, distribute and otherwise exploit in any way such feedback. You represent that any feedback provided to VTT is original and does not, to the best knowledge of You, violate any intellectual property rights of any third party.

4.4. Metadata. The title to any metadata collected from Your use of VTT Quantum shall belong to VTT.

4.5. Citing. When publishing the Outputs, You shall acknowledge the use of VTT Quantum and VTT, preferably in format: "These [results] have been acquired by VTT's quantum computer VTT Quantum."

5. Acceptable Use Policy. You shall use VTT Quantum in accordance with the following acceptable use policy, requiring that You:

- a. do not access VTT Quantum if you are not accepting this Agreement on behalf of an University, an University of Applied Sciences, a state owned research institute, the National Archives of Finland, CSC or VTT.
- b. do not use VTT Quantum for commercial purposes;
- c. comply with all applicable laws and regulations in VTT's and Your jurisdiction, including but not limited to data protection, export and import control, sanctions, and copyright laws;
- d. agree to contact VTT at tietosuoja@vtt.fi prior to inserting any personal data to the Inputs for evaluating if a data processing agreement is required and, if required, entering into a data processing agreement with VTT;
- e. agree not to submit any sensitive or specific category data (as defined in Article 9(1) of the EU general data protection regulation

2016/679, GDPR) to VTT Quantum:

- f. You do not use VTT Quantum in any application or situation where failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage, such as aircraft, motor vehicles or mass transport, nuclear or chemical facilities, life support or medical equipment, or weaponry systems;
- g. agree not to access or use VTT Quantum or any of its systems, programs and/or files that do not belong to You or to which You have not been explicitly granted access such as the pulse level of VTT Quantum;
- h. agree to not modify any settings of VTT Quantum;
- i. agree not to use VTT Quantum for unlawful, obscene, offensive or fraudulent activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, deceptive or disparaging messages, viruses or harmful code, or violating third party rights; and
- j. agree not to reverse engineer or otherwise attempt to discover or decode any hardware or software component of VTT Quantum.

6. Your responsibilities. You are responsible; (i) for obtaining all necessary rights and permissions to permit processing of Your Input; (ii) selecting and using appropriate data protection and security features to support Your use of VTT Quantum, (iii) assessing the suitability of VTT Quantum for the Input and Your intended use or the use of Input with VTT Quantum, and (iv) for taking appropriate back-ups of your Inputs and other data.

7. Confidentiality. Both Parties agree that all information, including but not limited to Inputs and Outputs, exchanged under this Agreement is non-confidential. If either Party requires the exchange of confidential information, it will be made under a separate signed confidentiality agreement.

8. Personal Data. VTT, its affiliates, and contractors of either, may, wherever they do business, store and otherwise process Your personal data in connection with providing access to VTT Quantum as described in section 2 above.

9. Export and import control. You shall comply with all sanctions, export control and import control laws and regulations adopted by the United Nations, the United States, or the European Union, as well as any other sanctions, export control or import control laws and regulations which may be applicable to You or to Your activities undertaken pursuant to this Agreement. You agree to not to use VTT Quantum from locations outside of Finland, and agree not to directly or indirectly export or re-export, at any time, any technology, software or other items furnished hereunder to any prohibited country or individual (including release of technology, software and other restricted items to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. If You manage other users' projects, as described in the Lumi Terms, You warrant that the obligations stipulated in this section are complied with and that, among other things, the other users are not subject to sanctions and not located outside of Finland whenever using VTT Quantum.

10. No warranties. VTT Quantum is provided "as is" and "as available" without any guaranteed service levels. VTT does not give any warranties regarding VTT Quantum or Outputs or other information received from VTT Quantum or from VTT relating to the use of VTT Quantum, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, availability, error- or interruption-free operation, title or any non-infringement. VTT also does not give any warranty that communications to or from the VTT Quantum service is completely secure. You agree not to request or assert any claims for damages or

compensation from VTT or its officers, employees, subcontractors or suppliers for any damage suffered as a result of imperfections or non-availability of VTT Quantum nor for any other way resulting from Your use or access to VTT Quantum.

11. Limitation of Liability. VTT's entire liability for all claims in the aggregate arising from or related to this Agreement or any harm or otherwise arising under this Agreement will not exceed the amount of ten (10) euros. This limit also applies collectively to VTT, its affiliates, contractors, and suppliers, and is the maximum for which they are collectively responsible. Under no circumstances will VTT, even if informed about the possibility of the following, be liable for: special, incidental, exemplary, indirect, or economic consequential damages; lost profits, business value, revenue, goodwill, or anticipated savings; or loss of or damage to data. The limitation of liability does not apply to damages for which the liability cannot be limited under the applicable law.

12. Applicable law and jurisdiction. The Agreement is governed by the laws of Finland, excluding its choice of law provisions. The parties shall use their best efforts to avoid any disputes hereunder and shall resolve any related disputes by amicable understanding where possible. Any disputes, controversy or claim, which cannot be solved amicably shall be submitted to the District Court of Helsinki, Finland.

13. Entire Agreement. This Agreement is the complete agreement between the Parties regarding its subject matter and supersedes any prior oral or written communications or understandings between the Parties related to its subject matter. VTT may terminate or change the terms of this Agreement at any time. If You do not agree to the updated terms, please do not further access VTT Quantum. Continued use of VTT Quantum is a deemed acceptance of the amended terms.