

Rules of use for the external remote use of DLR quantum computers exclusively in connection with a co-operation or a contractual relationship

1. Regulatory content, scope of application, property rights and nature

a. These Terms of Use govern access to the overall "quantum computing" system. This includes individual specific quantum computers ("QCs"), emulators, simulators, high performance computers (HPCs), as well as the necessary computer hardware and software (e.g. QCI Connect). The quantum computer(s) named in the respective cooperation or in the contractual relationship (hereinafter "Contract") (hereinafter "Quantum Computer") refers to one or more specific QCs to be named, as well as the computer infrastructure required for operation, including emulators if applicable.

b. In case of doubt, the provisions of the respective contract concluded shall take precedence over these Terms of Use.

c. The quantum computing system covered by the contract was acquired by DLR and is the property of DLR. All intellectual property rights and ownership rights to existing DLR materials and information remain unaffected by this agreement.

d. The quantum computer is designed and suitable for research purposes only. It is not intended, nor is it to be expected, according to the current state of research, that its use will lead to specific results.

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e. The quantum computer may only be used for contractual purposes. In particular, no other commercial or private use is permitted.

f. In publications of the other contracting party (e.g. in the press or in scientific publications), DLR must be expressly and appropriately referred to as the owner of the quantum computer after prior consultation with DLR. Everything else is regulated by the contract.

2. Access modalities/ responsibility with regard to content

a. Within the scope of its access, the other contracting party is responsible for all content fed into the QC (hereinafter referred to as 'content'). It must ensure that the content is suitable for use on the quantum computer and does not leave any harmful content or consequences on it. If there is any doubt as to the suitability of the content and any potentially harmful consequences, the other contracting party is obliged to consult with DLR in good time. Any claims of DLR against the other contracting party shall remain unaffected. Everything else is regulated by the contract.

b. The parties undertake to comply with the applicable export control laws and regulations. Further details shall be governed by the contract.

3. Rights of DLR/possibilities of restriction

a. These rules do not create any obligations on the part of DLR towards the other contracting party with regard to the availability and specifications of the quantum computer. DLR is authorised not to make the quantum computer available at the agreed time and use, in whole or in part, even permanently, without stating reasons. If possible, the other contracting party shall be informed in advance.

b. DLR is entitled to take the necessary protective measures to protect the quantum computer and user data of the named persons from unauthorised access by third parties and, in particular, to check the security of the authentication information and user data by means of regular manual or automated procedures. The user or the person designated by him/her must be informed immediately of any measures taken that restrict his/her possibilities of use.

c. If there are factual indications that the user or the person designated by him/her is entering, storing and/or making available for use or retrieval illegal content on the quantum computer, DLR may prevent further use or retrieval until the legal situation has been sufficiently clarified. As a rule, the other contracting party shall be informed of the measures taken by DLR.

d. DLR is authorised to store, process, document and evaluate the use of the quantum computer by the user or the named person, but only insofar as this is necessary

- (a) to ensure proper system operation,
- (b) for resource planning and system administration,
- (c) for the protection of personal data,
- (d) for billing purposes,
- (e) for the detection and elimination of faults, and
- (f) to clarify and prevent unlawful or improper use.

The applicable legal provisions applicable to the respective usage relationship (e.g. the Telecommunications Act) and the applicable data protection laws must be observed. The evaluation and documentation shall only take place after the user or the named person has been informed.

Under these conditions, DLR is also authorised to inspect the files of the user(s) or the designated person of the other party to the contract, subject to data secrecy, insofar as this is necessary to eliminate current malfunctions or to clarify and prevent misuse of the quantum computer. The prerequisite for this is that there are actual indications of a current malfunction and/or misuse. In order to clarify and prevent misuse of the QC, the files of the user(s) or the named person shall be inspected jointly, provided that at least two responsible persons named in the contract are involved. All persons responsible are

obliged to maintain confidentiality when handling the files and the personal usage data collected during the inspection.

e. DLR is obliged to delete the data created by the user or the named person and accessible under his/her user authorisation after a reasonable period of time if the user authorisation expires. In the event of misuse, DLR reserves the right to extend the period accordingly, insofar as this is necessary to clarify and prevent possible misuse. The other contracting party must be informed immediately.

4. Warranty

a. DLR makes no express or implied warranties with respect to the quantum computer and its functions, including, but not limited to, implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose and scientific merit, and any warranty or condition of non-infringement. Furthermore, it is hereby clarified that the results obtained may not correspond to the desired results.

b. Within the scope of its possibilities, DLR shall endeavour to support the other contracting party if technical and/or organisational difficulties arise in the use of the quantum computer.

5. Obligations of the other contracting party

a. The other contracting party is advised that it must comply in particular with the export control regulations and laws, insofar as these are applicable.

b. Utilisation shall take place exclusively from Germany and all member states of the European Union.

c. No prohibited data content may be uploaded or used in any other prohibited manner, such as data that infringes rights protected under the German Copyright Act, has criminal content or is used for fraudulent activities. DLR is authorised to remove such

data content immediately, or the other contracting party must comply with a corresponding request to remove the data content by DLR without delay.

d. DLR's right to terminate the contract remains unaffected.

e. The other contracting party is obliged to co-operate with DLR in the investigation of security problems and breaches of the rules and to support DLR. In particular, the other contracting party is obliged to provide DLR, upon request and within a reasonable period of time, but within a maximum of two calendar days, with all information necessary for the investigation of security problems and/or breaches of contract, including in text form if requested by DLR.

f. The other contracting party undertakes, without the express prior written consent of DLR (sufficient in text form by e-mail) (i) not to make any representations or warranties to any other party with respect to the quantum computer, nor (ii) to alter, remove, modify or obscure any confidentiality notices or proprietary notices affixed to or present on or within the quantum computer, nor (iii) to assign or subcontract its activities or obligations under this agreement.

g. Upon request, the other Party shall promptly provide DLR with descriptive, structural, administrative reference and statistical metadata.

h. Only the user or the designated person has the contractually agreed access to the quantum computer. No network technologies are to be used to mask the physical location in order to circumvent (geographical) access restrictions. It must ensure that passwords and tokens are protected against unauthorised access. The use of standard network technologies is permitted insofar as these are required to ensure secure and authorised access to the quantum computer.

i. The other Party agrees to refrain from the following:

- (i) using the Quantum Computer for any activity that is not in accordance with the purpose of the Agreement or that interferes with or violates the integrity or security of any network or system;

(ii) connecting remote devices to the Quantum Computer for any purpose not in accordance with the Agreement;

(iii) use the Quantum Computer or the results in any application or situation where failure of the computer could result in death or personal injury or damage to property or the environment, such as in the field of aircraft, motor vehicles or mass transportation, nuclear or chemical facilities, life support or medical devices or weapons systems. The other party undertakes to carry out a corresponding risk analysis on its own responsibility. If, in the opinion of the other party, a corresponding risk could exist, the other party must inform DLR immediately.

j. To the extent applicable, the other party agrees not to decompile or otherwise translate the software provided in object code form.

k. The other party shall ensure that no malicious code is introduced to DLR through its access to the QC. "Malicious code" means any computer program code that is constructed without the knowledge and consent of the computer user and/or owner with the intent to interfere or has the potential to interfere with other computer programs, files or hardware. The term also includes self-replicating and spreading programme instructions, such as so-called viruses, worms, etc. The other contracting party shall notify DLR immediately if it discovers or suspects that malicious code has been introduced and shall fully support DLR's measures to remove the malicious code and protect the computer to the best of its ability.