

GENERAL TERMS AND CONDITIONS OF USE OF THE WEBSITE **“WWW.ENIQUANTIC.ENI.COM” OF ENIQUANTIC S.p.A.**

The following Terms and Conditions of Use (hereinafter, the "T&C") apply to the use by Users of the services available within the website www.eniquantic.eni.com (the "Website") of Eniquantic S.p.A., a company with registered office in Rome, Via Ostiense 72, registered with the Companies Register of Rome, tax code and VAT no. 17646321004 - R.E.A. Rome no. 1732083 (hereinafter, "Eniquantic").

1. Identification of the Contents

The purpose of the Website is to give visibility to and make known Eniquantic's initiatives and to promote the value of the results and technologies, both hardware and software, of quantum computing developed by the company (hereinafter, the "Contents").

Eniquantic reserves the right to broaden the range of Contents offered through the Website. In such case, these T&C, or updated versions thereof, will also apply to all subsequent Contents, as identified from time to time.

2. How the Contents are provided

The Contents are offered to Users without any payment being required. Any internet connection costs incurred in order to use the Website and/or the Contents will be governed by the User's provider and will remain exclusively at the User's charge, Eniquantic being an external party, unrelated to the relationship between the User and the provider.

Eniquantic may at any time suspend or permanently interrupt access to the Website and/or the provision of the Contents, in whole or in part.

Eniquantic does not assume any liability nor does it offer any warranty that the Contents meet the requirements requested by the User, nor in relation to the results that are expected, hoped for or obtained through their use.

Eniquantic will act with professional diligence in providing the Contents to the User and in ensuring a safe experience. Eniquantic excludes its own liability in relation to events that fall outside its sphere of control.

The Contents may not be supported or usable by some of the browsers and/or operating systems on the market or by some of their versions, and it will be the User's responsibility and burden to identify the correct combination of software and hardware that allows proper use of the Contents.

3. Access to the Contents

No registration will be required to use the Contents of the Website. Unless otherwise required by mandatory applicable law, the User must be at least 16 (sixteen) years old to access the Website. Where required by applicable law, the User warrants that they have, personally or through the person holding decision-making authority, the legal capacity to access the Website.

By accessing and browsing the Website, the User declares that they have fully read and understood the Privacy Notice available on the Website and these T&C and that they accept the latter. In the event the "Contacts" section is used to request information on Eniquantic, on the Website and/or on the Contents, Eniquantic will require the User to enter certain personal data. The processing of such data will take place in accordance with the Privacy Notice available at the bottom of the Website.

The User accepts and acknowledges that the "Contacts" section of the Website allows information requests to be sent to Eniquantic, in relation to which Eniquantic does not provide any guarantee regarding an actual reply nor with respect to the timing and content of any such reply.

4. Changes to the General Conditions

Eniquantic reserves the right to amend these T&C at any time by publishing the new version of the applicable T&C in the relevant section of the Website. In the event of

material changes and unless circumstances, the law or administrative measures require otherwise, Eniquantic will ensure that the new T&C come into force with appropriate prior notice. In such a case, the effective date indicated in the T&C themselves shall prevail. It is the User's responsibility to periodically check for updates to the T&C.

Access to the Website by the User will constitute confirmation of the User's intention to adhere to the T&C and subsequent amendments thereto. The User shall in any case retain the right to withdraw from these T&C at no cost by discontinuing browsing of the Website.

5. Use of the Website; indemnification

The User assumes exclusive responsibility for all activities carried out within the Website and undertakes to indemnify and hold harmless Eniquantic from any claim or demand related to or arising from the use or misuse of the available Contents.

Breach of the obligations set out in these T&C may result in the User being temporarily or permanently suspended from accessing the Website. A suspended or deleted User is prohibited from accessing the Website.

6. Intellectual and industrial property rights

The User expressly acknowledges that all industrial and intellectual property rights, including, by way of example but not limited to, copyright, know-how, source code, software, hardware, designs, applications, patents, trademarks, trade secrets, formulas, algorithms, models, databases and the like, relating to the contents available within the Website, to data and to other materials originating from Eniquantic and/or its licensors or otherwise made available to the User by Eniquantic and/or its licensors under the T&C or otherwise used within the Website are and shall remain the exclusive property of Eniquantic and/or their respective owners, and that no rights, except for the right of strictly personal use in accordance with these T&C, are granted to the User in relation thereto.

In particular, the User undertakes, among other things, not to carry out acts of disposal (whether free of charge or for consideration) or exploitation of the multimedia contents on the Website and of the related software and therefore undertakes, by way of example, not to reproduce, transcribe, perform or represent them in any form, disseminate them, communicate them to the public by any means, distribute, translate, rent, publish, disclose, modify them or create works based on them, in whole or in part, in any other manner that is not permitted under these T&C or by mandatory provisions of law, and in any case not to carry out acts prejudicial to the moral rights of the authors and to the economic exploitation rights over such works.

The User further acknowledges that they are not authorised to create derivative works from or in any way attempt to discover any source code of the software used within the Website, including by means of decompilation and/or reverse engineering activities, or to develop products or software applications based on such software or that in any way make use of it. The User will remain solely responsible for any claim brought by third parties due to improper use of the Website and the resulting violation of intellectual or industrial property rights or other third-party rights, as well as for violation of any applicable legal provisions, with express indemnity in favour of Eniquantic.

The databases on which the Website is based (hereinafter, the “Databases”), as well as the contents of the Website, are also protected by copyright under Law no. 633 of 22 April 1941 and subsequent amendments (hereinafter, the “Copyright Law”). The Databases are also the subject of significant investments by Eniquantic and are therefore protected pursuant to articles 102-bis and 102-ter of the Copyright Law. For the purposes of such protection, the only permitted use of the Databases by users is that carried out in accordance with these T&C. In no event may these T&C be construed as granting Users the right to extract or reutilise all or a substantial part of the data.

7. Prohibition of resale

The User may access the Website as a natural person for strictly personal use and in any event not for the purpose of gaining profit or any other economic benefit. The User is prohibited from incorporating any of the contents extracted through use of the Website into copyright works. The User is prohibited from reproducing, publishing, distributing, incorporating into a database, translating, adapting, duplicating, copying, selling, subjecting to framing or deep linking, reselling or otherwise exploiting for commercial purposes or for the purpose of profit or gain the Contents of the Website in any part or the material extracted from the Databases, as well as from exploiting or accessing the Website itself for such purposes.

8. Links and external connections

Eniquantic may provide links to other websites or other Internet resources. The User acknowledges and agrees that Eniquantic has no control over the content of such sites and, as a mere third party, has no responsibility for the content and/or material, including advertising material, disseminated on such external sites or resources or for the products or services offered therein. Such products or services may in no way be considered as sponsored, shared or supported by Eniquantic and therefore the User assumes all responsibility for any purchases of such products or services, thereby excluding any type of direct or indirect liability of Eniquantic in relation to such transactions.

Users may be granted the option to share links to contents on the Website on other social platforms on the web. Such activity must be conducted by Users in compliance with these T&C and with the terms applicable to the platforms to which the links refer.

9. Limitation of liability

Eniquantic disclaims any liability for any claims by the User relating to the impossibility of using the Website for any reason not attributable to Eniquantic. Eniquantic assumes no liability for damages, claims or losses, whether direct or indirect, suffered by the User due to the failure and/or defective functioning of the User's or third parties' electronic equipment, including Internet Service Providers, of telephone and/or telematic connections.

Eniquantic cannot be deemed to be in breach of its obligations nor liable for damages:

- a) resulting from the failure to provide the Contents of the Website due to incorrect or non-functioning of the electronic means of communication for reasons beyond its reasonably foreseeable control, including, by way of example, fire, natural disasters, power failure, unavailability of telephone lines or of other network service providers, malfunction of computers and other electronic devices, including those that are not an integral part of the Internet, malfunction of software installed by the User;
- b) arising from actions of other users or of other persons having access to the Internet.

10. Applicable law and jurisdiction

The T&C are governed by Italian law. Should any of the provisions be deemed invalid, void and/or otherwise unenforceable under the applicable laws, the remaining provisions shall nonetheless remain fully valid and effective.

In the case of a User qualifying as a consumer under applicable law, for any dispute involving Eniquantic arising from use of the Website or from breach of these T&C, the court of the place of residence or elected domicile of the User in Italy shall have exclusive jurisdiction, without prejudice to any different mandatory provisions. In all other cases, the court of Rome shall have exclusive jurisdiction.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, by accessing the Website and the Contents, the User specifically acknowledges and

accepts the following provisions of the T&C: Art. 2 “Manner of provision of the Contents”; Art. 4 “Amendments to the T&C”; Art. 5 “Use of the Website; indemnity”; Art. 7 “Prohibition of resale”; Art. 9 “Limitation of liability”; Art. 10 “Applicable law and jurisdiction”.