# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**WASHINGTON, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**
**Pursuant to Section 13 or 15(d)**
**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): February 27, 2025**

# RIGETTI COMPUTING, INC.
(Exact Name of Registrant as Specified in its Charter)

| **Delaware** | **001-40140** | **88-0950636** |
|---|---|---|
| **(State or Other Jurisdiction of Incorporation)** | **(Commission File Number)** | **(IRS Employer Identification No.)** |

| **775 Heinz Avenue, Berkeley, California** | **94710** |
|---|---|
| **(Address of Principal Executive Offices)** | **(Zip Code)** |

**(510) 210-5550**
**Registrant's telephone number, including area code**

**N/A**
**(Former Name or Former Address, if Changed Since Last Report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| **Title of each class** | **Trading Symbol(s)** | **Name of each exchange on which registered** |
|---|---|---|
| Common Stock, $0.0001 par value per share | RGTI | The Nasdaq Capital Market |
| Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50 per share | RGTIW | The Nasdaq Capital Market |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 1.01. Entry into a Material Definitive Agreement.**

*Collaboration Agreement*

On February 27, 2025, Rigetti & Co, LLC ("Rigetti Sub"), a wholly-owned subsidiary of Rigetti Computing, Inc., a Delaware corporation ("Rigetti" or the "Company"), entered into a Collaboration Agreement (the "Collaboration Agreement") with Quanta Computer Inc., a Taiwan corporation ("Quanta").

Pursuant to the Collaboration Agreement, Rigetti Sub and Quanta may enter into written statements of work from time to time pursuant to which Quanta will develop Covered Components listed in such statement of work that meet the specifications and requirements provided by Rigetti Sub. "Covered Components" may include control systems, dilution refrigerators, flexible cables, and select other non-quantum processing unit ("QPU") components suitable for Rigetti Sub's quantum computing products. No statements of work were entered into by the parties in connection with the entry into the Collaboration Agreement.

Under the Collaboration Agreement, during the term of a statement of work, if any, each party agrees to grant the other party during the term of any such statement of work, a royalty-free, paid-up, non-exclusive, worldwide, non-assignable, limited license, without the right to grant sublicenses in, to and under any and all of their respective background technology and any new technology solely developed by such party's personnel under a statement of work that is disclosed or provided to the other party pursuant to the Collaboration Agreement (and related intellectual property ("IP") rights). Rigetti Sub will retain all rights, title and ownership to all QPU Technology (as defined in the Collaboration Agreement) and related IP rights created in the course of activities specified in a statement of work under the Collaboration Agreement, and Quanta agrees to assign any such rights to Rigetti Sub. Other than the QPU Technology and IP rights described above, to the extent there is any jointly created, invented or other developed technology in the course of the performance of activities specified in a statement of work under the Collaboration Agreement, Rigetti Sub and Quanta will jointly own, and each party will hold a one-half undivided interest in, all such joint project technology and all newly-created or newly-arising IP rights with respect thereto. In addition, each party agrees to not assert against the other any claim alleging any infringement, misappropriation, or other violation of any proprietary know-how, processes, confidential information, trade secrets, or technology owned by such asserting party, and each party agrees to negotiate in good faith to enter into certain licenses to IP rights if requested by the other party, all in the circumstances and subject to certain limitations as described in the Collaboration Agreement.

Pursuant to the Collaboration Agreement, during the five (5) year period following February 27, 2025, the effective date of the Collaboration Agreement (the "Effective Date"), (i) Rigetti Sub has agreed it will invest at least two hundred fifty million US dollars (US $250,000,000) in the field of quantum computing, in furtherance of its product roadmap, and (ii) Quanta has agreed it will invest at least two hundred fifty million US dollars (US $250,000,000) in the field of quantum computing, and the investment by Quanta will be towards personnel and capital expenditures for developing products and services and manufacturing capability in furtherance of the Rigetti Sub product roadmap. Purchase of shares or other securities of Rigetti Sub or any of its affiliates (including the Company) will not count as investment by Quanta for purposes of the Collaboration Agreement.

Pursuant to the Collaboration Agreement, Quanta agrees to use commercially reasonable efforts to supply Covered Components to Rigetti Sub to meet Rigetti Sub's requirements, and Rigetti Sub has the right to place orders to purchase Covered Components and Quanta will accept and fulfill such orders, in each case, pursuant to an applicable statement of work and/or other future agreements regarding the supply between the parties. The parties also agreed that the price charged to Rigetti Sub for: (i) Covered Components (other than dilution refrigerators) will be Quanta's cost of direct materials and manufacturing such Covered Components plus an agreed upon additional percentage of such cost; and (ii) dilution refrigerator Covered Components will be competitive among comparable products. The parties also agreed that Quanta will supply the Covered Components created, invented, or otherwise developed under statements of work to the Collaboration Agreement solely to Rigetti Sub and not to any other person or entity; provided, that, this will not restrict or limit Quanta's rights to supply products or components (other than the Covered Components) to any third party.

During the term of the Collaboration Agreement, Rigetti Sub has the right to establish one or more alternate sources of Covered Components. Quanta agrees to reasonably assist Rigetti Sub with establishing any alternate sources as reasonably required for the alternate sources to manufacture and supply the Covered Components to Rigetti Sub, as described more fully in the Collaboration Agreement.

The term of the Collaboration Agreement is five years from the Effective Date. The Collaboration Agreement provides that it can be terminated for uncured material breach, in the event of bankruptcy or other similar proceeding with respect to either party, or if all statements of work entered into have expired or terminated. Each party may also terminate the Collaboration Agreement if no statement of work has been entered into by December 31, 2025, or if the Securities Purchase Agreement (as defined below) is terminated as a result of the failure to obtain the BIS Clearance (as defined below) by December 31, 2025. Rigetti Sub may terminate a statement of work (and certain related statements of work) for uncured failure to meet statement of work milestones or to achieve final acceptance of Covered Components within time frames specified in the statement of work, or for uncured material breach of a statement of work. Quanta may terminate a statement of work (and certain related statements of work) for uncured material breach of such statement of work.

The Collaboration Agreement provides that neither party is obligated to disclose or provide technology or IP rights in violation of applicable law and that neither party is obligated to disclose or provide technology or IP rights developed under a contract with a governmental entity if such disclosure or provision would result in that party's breach of that contract or related applicable law. If either of the foregoing circumstances arises, then upon request of either party the parties will discuss in good faith alternate means to achieve the purposes of the Collaboration Agreement. In addition, if at any time an applicable law or action by a governmental entity would restrict or limit the right or ability of a party to perform activities under the Collaboration Agreement in any material respect, the parties will discuss in good faith modifications to the Collaboration Agreement that are required in order to permit the parties to achieve the purposes of the Collaboration Agreement and remain in compliance with such law or action, and if the parties have not agreed on such modifications within 60 days, then either party may terminate the affected statement of work or the entire agreement if the entire agreement is affected.

The foregoing description of the Collaboration Agreement does not purport to be complete and is qualified in its entirety by reference to the Collaboration Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

*Securities Purchase Agreement*

In connection with the Collaboration Agreement, on February 27, 2025, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement" and, together with the Collaboration Agreement, the "Agreements") with Quanta, pursuant to which the Company agreed to sell and issue to Quanta in a private placement transaction (the "Private Placement") 3,020,412 shares (the "Shares") of the Company's common stock, par value $0.0001 per share (the "Common Stock"), at a price per Share of $11.58782, for an aggregate value of approximately $35,000,000.

The offer and sale of the Shares in the Private Placement will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and the Shares issued in the Private Placement will be offered and sold without registration under the Securities Act pursuant to the exemption provided by Section 4(a)(2) of the Securities Act and/or Rule 506 promulgated thereunder as transactions not involving a public offering, as well as similar exemptions under applicable state securities laws.

The closing of the Private Placement (the "Private Placement Closing") is subject to (i) the expiration of a 30-day waiting period after the Company's submission of a classification request to the Bureau of Industry and Security of the Department of Commerce (the "BIS Clearance"), (ii) the effectiveness of the Collaboration Agreement as of the Private Placement Closing, and (iii) the entry into the Board Observer and Confidentiality Agreement in the form attached to the Securities Purchase Agreement (the "Board Observer Agreement") immediately prior to the Private Placement Closing, in addition to customary closing conditions with respect to performance of the Company and Quanta under the Securities Purchase Agreement, each as set forth more fully in the Securities Purchase Agreement. Pursuant to the Board Observer Agreement, until the Collaboration Agreement is terminated, Quanta will have the option and right to appoint a single representative to attend certain meetings of the board of directors of the Company, subject to exceptions, in a non-voting observer capacity.

The Securities Purchase Agreement contains customary representations and warranties of the Company, on the one hand, and Quanta, on the other hand. The Securities Purchase Agreement also contains a lock-up provision prohibiting Quanta from selling any of the Shares from the period commencing on the date of the Private Placement Closing until the third (3rd) anniversary of the date of the Private Placement Closing.

The Securities Purchase Agreement may be terminated prior to the Private Placement Closing by Quanta or the Company if (i) the other party is in material breach of the Collaboration Agreement or the Securities Purchase Agreement and such breach is not timely cured or (ii) if the BIS Clearance is not obtained by December 31, 2025, each as set forth more fully in the Securities Purchase Agreement.

The foregoing description of the Securities Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Securities Purchase Agreement, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

No statement in this document or the attached exhibits is an offer to purchase or sell or a solicitation of an offer to sell or buy the Company's securities, and no offer, solicitation or sale will be made in any jurisdiction in which such offer, solicitation or sale is unlawful.

**Item 7.01. Other Events.**

On February 27, 2025, the Company issued a press release announcing its entering into the Agreements. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K (this "Current Report") and is hereby incorporated by reference.

The information included in Item 7.01 of this Current Report (including Exhibit 99.1 hereto) is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to liabilities of that section, and shall not be deemed incorporated by reference into any filing under the Exchange Act or the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such filing.

**Note Regarding Forward-Looking Statements**

This Current Report on Form 8-K contains forward-looking statements, including without limitation: statements relating to Rigetti's expectations regarding the satisfaction of the closing conditions related to the Securities Purchase Agreement; the potential benefits that Rigetti expects to receive from the Agreements; the expectation for the parties to the Collaboration Agreement to enter into statements of work pursuant to which Quanta will develop Covered Components for Rigetti; the expectation that Rigetti Sub will invest at least US $250,000,000 in the field of quantum computing, in furtherance of its product roadmap, in a five-year period; the expectation that Quanta will invest at least US $250,000,000 in the field of quantum computing in a five-year period; the ability of Quanta to supply Covered Components to Rigetti to meet Rigetti's requirements; and the expectation that Rigetti will receive BIS Clearance in a timely manner or at all. In addition, words such as "may," "will," "expect," "believe," "anticipate," "intend," "plan," "outlook," "should," "could," "estimate," "confident" or continue" or the plural, negative or other variations thereof or comparable terminology are intended to identify forward-looking statements, and any statements that refer to expectations, projections or other characterizations of future events or circumstances are forward-looking statements. These forward-looking statements speak only as of the date hereof and are based on management's current assumptions, expectations, beliefs, and information. As such, Rigetti's actual results could differ materially and adversely from those expressed in any forward-looking statement as a result of various factors and risks. Certain of these factors and risks, including market and other conditions, are discussed in more detail in Rigetti's most recently-filed Annual Report on Form 10-K, Rigetti's most recently-filed Quarterly Reports on Form 10-Q, and other periodic reports filed from time to time with the Securities and Exchange Commission. In light of the significant uncertainties inherent in the forward-looking information included herein, the inclusion of such information should not be regarded as a representation by Rigetti or any other person that Rigetti's objectives or plans will be achieved. The forward-looking statements contained herein reflect Rigetti's beliefs, estimates, and predictions as of the date hereof, and Rigetti undertakes no obligation to revise or update the forward-looking statements contained herein to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events for any reason, except as required by law.

**Item 9.01. Financial Statements and Exhibits.**

***(d) Exhibits***

| Exhibit No. | Description |
|---|---|
| 10.1* | Collaboration Agreement, dated as of February 27, 2025, by and between Rigetti & Co, LLC and Quanta Computer Inc. |
| 10.2+ | Securities Purchase Agreement, dated as of February 27, 2025, by and between Rigetti Computing, Inc. and Quanta Computer Inc. |
| 99.1 | Press Release issued by Rigetti Computing, Inc., dated February 27, 2025. |
| 104 | The cover page from this Current Report on Form 8-K, formatted in Inline XBRL. |

* Certain portions of this exhibit (indicated by asterisks) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

\+ Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish supplementally a copy of any omitted schedule or exhibit to the Securities and Exchange Commission upon request. The Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules or exhibits so furnished.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: February 28, 2025

**RIGETTI COMPUTING, INC.**

By: /s/ Jeffrey Bertelsen
Jeffrey Bertelsen
Chief Financial Officer

**Exhibit 10.1**

**Certain information has been excluded from this exhibit (indicated by "[***]") because such information is both (i) not material and (ii) the type that the company treats as private or confidential.**

**EXECUTION VERSION**

# COLLABORATION AGREEMENT

This **Collaboration Agreement** (this "**Agreement**") is entered into as of February 27, 2025 (the "**Effective Date**"), between **Rigetti & Co, LLC**, a Delaware limited liability company, having a place of business at 775 Heinz Ave, Berkeley, CA, 94710 ("**Rigetti**"), and **Quanta Computer Inc.**, a company incorporated in Taiwan, having a place of business at 211, Wen Hwa 2nd Rd., Kueishan, Taoyuan 33377, Taiwan ("**Quanta**"). Rigetti and Quanta are sometimes referred to in this Agreement collectively as the "**Parties**" and each individually as a "**Party**." If no date is set forth above, the Effective Date will be the earliest date by which both Parties have executed this Agreement.

## Background

**A.** Rigetti is in the business of, among other things, developing, manufacturing, marketing, and selling quantum computing products and related systems and solutions.

**B.** Quanta is in the business of, among other things, the development and selling of electronics hardware.

**C.** Rigetti and Quanta desire to establish terms and conditions under which the Parties will partner together for investment in, and development and supply of, certain non-QPU components that are suitable for Rigetti's quantum computing products (as further described below).

In consideration of the mutual promises and consideration set forth in this Agreement, the Parties agree as follows:

## Agreement

**1. DEFINITIONS.** Capitalized terms have the meanings given to them in Exhibit A or as defined elsewhere in this Agreement.

**2. CONDUCT OF JOINT DEVELOPMENT**

**2.1 Statements of Work**.

(a) The Parties may agree to written statements of work from time to time that specify certain roles, responsibilities and deliverables of each Party along with applicable schedules, applicable Covered Components, timelines, milestones, specifications, performance criteria, and acceptance criteria (each, a "**Statement of Work**" or "**SOW**"). As specified in each Statement of Work, Quanta will develop the Covered Components listed in the applicable Statement of Work that meet the specifications and requirements provided by Rigetti. The Parties may in the future enter into one or more Statements of Work covering control systems, dilution refrigerators, or cables.

(b) Each Party shall use reasonable efforts (i) to perform its obligations under each Statement of Work within the time period set forth in such Statement of Work and (ii) to perform its obligations under a Statement of Work in a professional manner, with appropriately skilled personnel and in accordance with any specifications included in such Statement of Work.

(c) In the event of any conflict, ambiguity, or inconsistency between the terms set forth in the body of this Agreement and a Statement of Work, the terms set forth in the body of this Agreement will prevail, except that if a provision in a Statement of Work specifically states that it prevails over a provision of the main body of this Agreement, then that Statement of Work provision will prevail over the main body of this Agreement, but only with respect to that particular Statement of Work.

(d) A Party may contract performance of its obligations under this Agreement to an Affiliate or a Third Party contractor, provided that the Party has a written agreement in place with the Third Party contractor: that is at least as protective of the Confidential Information of the other Party as the terms of this Agreement and under which the contractor (i) assigns to the Party all Technology developed by the contractor in the course of work for the Party pursuant to this Agreement and all IP Rights therein and (ii) grants a license to the Party to and under any Technology and IP Rights of the contractor that are incorporated or embodied in, or necessary for use and exploitation of, the Technology and IP Rights described in clause "(i)," which license is sufficient for that Party to license or sub-license such Technology and IP Rights to the other Party on the same terms as such Party licenses its own Technology and IP Rights under this Agreement. In any case not described in the preceding sentence, a Party must obtain the consent of the other Party prior to engaging a Third Party contractor who will perform any work pursuant to this Agreement. Each Party remains responsible for the performance of its contractors under this Agreement, and is liable for all acts and/or omissions of its contractors in performance of their obligations as a contractor as if they were acts and/or omissions of the Party itself.

**2.2 Project Managers.**

(a) Each Party shall appoint a project manager ("**Project Manager**") who will serve as such Party's primary representative for each Statement of Work and will have the responsibility and authority for overseeing and managing the day-to-day implementation of the Statement of Work.

The initial Project Manager for Rigetti is David Rivas (email: [***]).

The initial Project Manager for Quanta is Alec Ho (email: [***]).

(b) Each Party may replace its Project Manager upon written notice to the other Party. Except as stated in Section 2.3, neither of the Parties' Project Managers will have the authority to modify or amend this Agreement.

(c) The Project Managers shall meet and communicate regularly during the term of this Agreement and the conduct of each Statement of Work. At a minimum, the Project Managers shall meet monthly until the expiration or termination of the Statements of Work under this Agreement to discuss progress under each Statement of Work (including progress on schedules, deliverables, milestones, and investments) and other matters as the Project Managers may determine.

**2.3 Changes to Statements of Work**. All proposed changes by either Party to each Statement of Work will require prior written approval by authorized representatives of both Parties. The foregoing sentence notwithstanding, changes to each Statement of Work that neither (a) materially alter the scope of work of either Party under that Statement of Work nor (b) materially increase the cost to either Party of performance of its obligations under that Statement of Work may be approved in writing by the Project Managers of each Party. Any changes made in accordance with the foregoing sentence shall be documented by the Parties as agreed and will be subject to each Party's internal approval processes.

**2.4 Testing**. During the development phase under each Statement of Work, Quanta is responsible for conducting testing of the Covered Components and other deliverables that are being developed by Quanta, prior to delivery of such Covered Components and other deliverables to Rigetti. Upon delivery to Rigetti by Quanta, Rigetti has the right to conduct its own testing, including acceptance testing, of each Covered Component and deliverable under a Statement of Work. Quanta's development obligations under a Statement of Work will not be complete unless and until Rigetti issues a written notice of acceptance of all Covered Components and other deliverables under that SOW. If the testing by Quanta or the acceptance or other testing by Rigetti reveals any errors, defects, nonconformities, or other issues, Quanta shall at its expense promptly fix or improve, as required, such errors, defects, nonconformities, or other issues and re-test and re-submit the affected Covered Components or other deliverables, provided that if Quanta notifies Rigetti at the time of discovery that Quanta believes an error, defect, nonconformity, or other issue with a Covered Component is due to Rigetti's fault, including due to the defect in the Technology provided by Rigetti for incorporation therein, then at the request of either Party the Parties will discuss and agree upon how to remedy the error, defect, nonconformity, or other issue, and Quanta will not be obligated under this Section 2.4 to remedy the identified error, defect, nonconformity, or other issue to the extent it is due to Rigetti's fault unless and until the Parties otherwise agree. Each SOW may set forth additional terms and procedures for testing.

**2.5 Costs.** Except as otherwise specified in this Agreement (including Statements of Work), each Party will be solely responsible for all costs and expenses it incurs in connection with the activities under each Statement of Work.

**2.6 Location of Activities.** Except as otherwise specified in this Agreement (including Statements of Work), each Party will perform the activities it is responsible for at its own facilities.

## 3. TECHNOLOGY AND LICENSE RIGHTS

**3.1 Ownership of Background Technology.** As between the Parties, Quanta retains exclusive ownership of all right, title, and interest in and to all of the Quanta Background Technology and all IP Rights therein, and Rigetti retains exclusive ownership of all right, title, and interest in and to all of the Rigetti Background Technology and all IP Rights therein.

**3.2 Rigetti-Owned Project Technology.** As between the Parties, Rigetti retains exclusive ownership of all right, title, and interest in and to all Project Technology created, invented, or otherwise developed solely by Rigetti Personnel and all IP Rights with respect thereto.

**3.3 Quanta-Owned Project Technology.** As between the Parties, Quanta retains exclusive ownership of all right, title, and interest in and to all Project Technology created, invented, or otherwise developed solely by Quanta Personnel and all IP Rights with respect thereto, except for QPU Technology.

**3.4 Ownership of QPU Technology.** As between the Parties, Rigetti shall own all right, title, and interest in and to all QPU Technology created, invented, or otherwise developed under this Agreement and IP Rights with respect thereto. To the extent Quanta has, as a result of activities under this Agreement (including any Statement of Work), ownership of any rights in (a) QPU Technology that is created, invented, or otherwise developed by one or more Quanta Personnel, whether alone or jointly with Rigetti Personnel, in the course of performance of activities under this Agreement and/or (b) any IP Rights with respect thereto, Quanta hereby irrevocably and unconditionally assigns such rights to Rigetti.

**3.5 Joint Development.** Unless otherwise specified in a Statement of Work, the Parties do not intend that Project Technology will be jointly created, invented, or otherwise developed by the employees or contractors of both Parties in the course of performance of this Agreement. Rigetti and Quanta will jointly own, and each Party will hold a one-half undivided interest in, all Joint Project Technology and all newly-created or newly-arising IP Rights with respect thereto (collectively, "**Jointly-Owned Project IP**"). Each Party has the right, without any duty of accounting to, or the approval or consent of, the other Party or any of its successors in interest to use, disclose, license, sell, or otherwise exploit all Jointly-Owned Project IP (excluding any Joint Patents (as detailed below)). Neither Party will license any Joint Patents to any Third Party without the other Party's prior written consent, except as needed to conduct each Party's business with respect to such Party's customers and suppliers. If either Party assigns or transfers its ownership interest in a Joint Patent, that Party shall require the new owner to agree to comply with the terms and conditions of this Section 3.5 and Section 3.6 and Section 3.7 with respect to that Joint Patent.

**3.6 Prosecution**

(a) **Project Patents**. Except as otherwise provided in this Section 3.6, each Party shall have sole control over the filing, prosecution (including defense), and maintenance ("**Prosecution**") of all patents and patent applications that claim any Project Technology ("**Project Patents**") owned by such Party, including the right to determine whether or not to file an application for any such Project Patent. The Prosecution by each Party of any Project Patents owned by such Party will be at that Party's sole discretion and expense.

(b) **Joint Patents**. Except as otherwise provided in this Section 3.6, Rigetti will have sole control over the Prosecution of all patents and patent applications that claim any Jointly-Owned Project IP ("**Joint Patents**") and will pay all fees and costs related thereto (it being understood that (i) Quanta will be provided a reasonable opportunity to review and comment upon any and all material, substantive filings made by Rigetti in the course of Prosecution of the Joint Patents prior to their submission, including specifications, claims and responses to office actions, and (ii) Rigetti will consider any such comments from Quanta in good faith). Quanta shall cooperate, and shall cause its Affiliates and the Quanta Personnel to cooperate, with Rigetti in the Prosecution of all Joint Patents, including executing and delivering to Rigetti, at Rigetti's request, all instruments and documents, including powers of attorney, needed to Prosecute the Joint Patents and providing any other assistance requested by Rigetti. If Quanta requests in writing that Rigetti file a patent application for a Joint Patent, then Rigetti will consider such request in good faith; *provided* that, in the event that Rigetti does not respond to such request within sixty (60) days of such request, Quanta may assume control of the Prosecution of such patent application for a Joint Patent at its own expense. If Rigetti elects to abandon or otherwise cease to Prosecute any Joint Patent for which an application has been filed, Rigetti will promptly notify Quanta in writing no later than sixty (60) days prior to the final deadline for any action that must be taken with respect to such Joint Patent with the relevant governmental authority that Rigetti intends to abandon or otherwise cease Prosecuting such Joint Patent, and offer to Quanta the opportunity to Prosecute such Joint Patent at its own expense. Each Joint Patent will remain jointly owned by the Parties regardless of which Party controls Prosecution.

**3.7 Enforcement of Jointly-Owned Project IP.** Neither Party will assert or file any claim, suit, or action (a "**Claim**") against a Third Party to enforce any Jointly-Owned Project IP (including any Joint Patent) without the prior written consent of the other Party, except that either Party may assert or file a Claim that constitutes a counterclaim if a Claim is instituted against such Party or any of its Affiliates. If the Parties agree (including as set forth above) that one Party may assert or file any Claim of infringement of any Jointly-Owned Project IP against any Third Party, the other Party shall cooperate with the filing Party, at the filing Party's request, in prosecuting and defending such Claim, including joining as a party to such suit or action to the extent legally required for the Claim to proceed. The Parties will agree on how the Parties will share responsibility for all reasonable out-of-pocket costs, expenses, and legal fees incurred by either Party in connection with any such Claim and all damages awarded as a result of or agreed to in a monetary settlement of any such Claim. Nothing in this Section 3.7 will obligate either Party to enforce or defend any Jointly-Owned Project IP, unless agreed upon by the Parties.

**3.8 Licenses.**

(a) **From Rigetti**.

**(i) Project License.** Rigetti hereby grants Quanta, during the term of each Statement of Work, a royalty-free, paid-up, non-exclusive, worldwide, non-assignable (except as provided in Section 11.5), limited license, without the right to grant sublicenses, in, to and under any and all Rigetti-owned Project Technology and Rigetti Background Technology (and any Rigetti IP Rights in any of the foregoing) (collectively, the "**Rigetti Technology**") disclosed or provided to Quanta by Rigetti pursuant to the terms of this Agreement (including any Statement of Work), to use such Rigetti-owned Project Technology, or Rigetti Background Technology solely for the performance of Quanta's activities under each Statement of Work.

**(ii) Manufacturing License.** If under a Statement of Work Quanta manufactures for Rigetti a Covered Component that incorporates or embodies any Rigetti Technology, Rigetti hereby grants Quanta, during the term of such Statement of Work and solely for the applicable manufacturing period, a royalty-free, paid-up, non-exclusive, worldwide, non-assignable (except as provided in Section 11.5), limited license, without the right to grant sublicenses, in, to and under any and all Rigetti Technology incorporated or embodied in such Covered Component, solely to manufacture such Covered Component for Rigetti in accordance with the manufacturing details under such Statement of Work.

(b) **From Quanta**. Quanta hereby grants to Rigetti, during the term of each Statement of Work, a royalty-free, paid-up, non-exclusive, worldwide, non-assignable (except as provided in Section 11.5), limited license, without the right to grant sublicenses except to Rigetti Affiliates, in, to and under any and all Quanta Background Technology and Quanta-owned Project Technology (and any Quanta IP Rights in any of the foregoing) disclosed or provided to Rigetti by Quanta pursuant to the terms of this Agreement (including any Statement of Work), solely to use such Quanta Background Technology or Quanta-owned Project Technology for the performance of Rigetti's activities under each Statement of Work.

(c) **Practice of Owned IP**.

**(i)** Subject to the terms and conditions of this Agreement, the Parties hereby acknowledge and agree that, except with respect to any patent or patent application and except, in the case of Rigetti as the Asserting Party (as defined below), with respect to any QPU Technology or IP Rights with respect thereto, neither Party ("**Asserting Party**") will Assert against the other Party any claim alleging any infringement, misappropriation, or other violation of any proprietary know-how, processes, confidential information, trade secrets, or technology that is: (A) owned by such Asserting Party; (B) disclosed or provided to such other Party by such Asserting Party pursuant to the terms of a Statement of Work under this Agreement; and (C) incorporated into the other Party's owned Project Technology in the performance of such other Party's authorized activities described in such Statement of Work, solely to the extent such Assertion is against such other Party's use of such Project Technology that is owned by such other Party (it being understood that, notwithstanding anything to contrary herein, to the extent that such Project Technology constitutes (y) a copyrightable work (including software), or (z) an item or category of Technology or IP Rights described in a Statement of Work as being subject to this proviso, in each case, that is a modification, addition, or derivative of any Asserting Party Background Technology, then the agreement not to Assert set forth in this Section 3.8(c)(i) shall only apply to such other Party's use of its modifications or additions, and not any of the original Background Technology). As used herein, "**Assert**" means to commence or prosecute any claim of infringement, misappropriation, or violation of IP Rights in a legal proceeding before a court, arbitrator, or governmental authority. For clarity, nothing in this Section 3.8(c)(i) constitutes a license or other authorization under any patent or patent application or with respect to any of Rigetti's or any of its Affiliates' QPU Technology or IP Rights with respect thereto.

**(ii)** Without limiting Section 3.8(c)(i), if a Party ("**Requesting Party**") believes that it requires any right or license in and to any Background Technology or Project Technology (or any IP Rights with respect to the foregoing) solely owned by the other Party ("**Owning Party**") to use the Requesting Party's owned Project Technology or Jointly-Owned Project IP, and the Requesting Party requests, in a written notice delivered to the Owning Party during the term of this Agreement, to discuss a potential license by the Owning Party to the Requesting Party of that Owning Party's Background Technology or Project Technology (and IP Rights with respect to the foregoing), then the Parties will negotiate in good faith to enter into such license, provided that neither Party is obligated under this Section 3.8 to grant any such license and either Party may discontinue such negotiations at any time, in its good faith discretion, by written notice to the other Party. Notwithstanding the foregoing, this Section 3.8(c)(ii) does not apply to any QPU Technology (or IP Rights with respect thereto) owned by Rigetti or any of its Affiliates.

**3.9 Certain Restrictions.** Each Party shall not, and shall ensure that its Affiliates do not (a) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of the other Party or its Affiliates on or within the copies of any Technology owned by the other Party or any of its Affiliates, that is disclosed or provided under this Agreement; or (b) except as permitted under applicable law despite contractual restrictions, reverse-engineer, decompile, or otherwise attempt to derive the source code, design, performance characteristics, or internal functionality of any Technology, in which IP Rights are owned by the other Party or any of its Affiliates, that is disclosed or provided by such other Party under this Agreement.

**3.10 Reservation of Rights.** All rights of each Party that are not expressly granted in this Agreement are reserved and retained by such Party. Except as expressly provided in this Agreement, no transfers or licenses are granted whatsoever, whether expressly or by implication or estoppel, by either Party to the other Party.

**3.11 Further Assurances**. Each Party agrees to execute such documents, render such assistance, and take such other action as the other Party may reasonably request to apply for, register, perfect, confirm, and protect the requesting Party's ownership rights in Project Technology, and IP Rights with respect thereto, as set forth in this Section 3.

**3.12 Costs.** Each Party will be responsible for paying any compensation or other fees or awards due to its respective employees, contractors, or agents based upon their conception of inventions or the filing or issuance of patents under any applicable law, regulation, or internal company policy, regardless of: (a) whether inventorship is sole or joint as between the Parties; or (b) whether any of those inventions or IP Rights therein have been assigned or licensed under this Agreement as of the Effective Date or any time thereafter.

## 4. INVESTMENT COMMITMENTS

**4.1 Commitments.** Rigetti will, during the five (5) year period following the Effective Date, invest at least two hundred fifty million US Dollars (US $250,000,000) in the field of quantum computing, in furtherance of the Rigetti Product Roadmap. Quanta will, during the five (5) year period following the Effective Date, invest at least two hundred fifty million US Dollars (US $250,000,000) in the field of quantum computing, and the investment by Quanta will be towards personnel and capital expenditures for developing products and services and manufacturing capability in furtherance of the Rigetti Product Roadmap. As examples, amounts spent by Quanta for procuring testing equipment or R&D equipment shall count towards investment made by Quanta while amounts spent for procuring inventories shall not count when calculating the amount of Quanta's investment. Certain investments by each Party may be set out in Statements of Work. In addition, any purchase of shares or other securities of Rigetti or any of its Affiliates shall not count as investment by Quanta. Quanta's commitments in this Section 4 are in addition to the pricing commitments set out in this Agreement.

**4.2 Description of Efforts**. The Parties will use reasonable efforts to identify, as agreed by the Parties in Statements of Work, steps they will take and investments they will make toward the commitments in Section 4.1. For example, Statements of Work may include activities, milestones, and investments in furtherance of the Rigetti Product Roadmap or the Statements of Work.

**4.3 Meetings and Escalations**. Upon request of either Party, the Project Managers of each Party will discuss each Party's performance under this Section 4 at meetings of the Project Managers under Section 2.2(c). Upon request of either Party, the other Party will provide to the requesting Party reasonably-requested information and documentation, in such other Party's possession and control and which such other Party is permitted to disclose, describing steps taken by such other Party toward its investment commitments in Section 4.1. If any dispute arises between the Parties regarding performance under this Section 4, then at the request of either Party the matter will be escalated to a senior executive of each Party for prompt discussion toward resolution of such dispute.

## 5. SUPPLY OF COVERED COMPONENTS

### 5.1 Supply of Covered Components.

(a) Quanta shall use commercially reasonable efforts to supply Covered Components to Rigetti to meet Rigetti's requirements. Rigetti has the right to place orders to purchase Covered Components and Quanta will accept and fulfill such orders, in each case, pursuant to the applicable Statement of Work and/or other agreements regarding the supply between the parties. Any purchase of Covered Components by Rigetti from Quanta shall be subject to Rigetti's standard terms and conditions of purchase or, if mutually agreed upon by the Parties, a separate written supply agreement to be negotiated. In each case, the terms of purchase will include terms for specifications, schedules, warranties, and support services for the Covered Components.

(b) The price charged to Rigetti for (i) Covered Components (other than dilution refrigerators) shall be Quanta's cost of direct materials and manufacturing such Covered Components plus [***] percent ([***]%); and (ii) dilution refrigerator Covered Components, shall be competitive among comparable products.

(c) Commencing on the date that all requirements for a Covered Component have been met, the Covered Component has achieved final acceptance by Rigetti, and any applicable supply ramp-up period set out in this Agreement or a separate supply agreement, if applicable, has been met, Rigetti will periodically provide to Quanta an estimated, non-binding forecast of its expected requirements for Covered Components under this Agreement as determined by Rigetti in its sole discretion in good faith.

(d) The Parties acknowledge and agree that Quanta's obligations to supply are subject to (i) the successful completion of the development of the relevant Covered Components and the ramp-up period, and (ii) the designed capacity of the relevant manufacturing facilities.

**5.2 Purchase Commitment for Covered Components.** If the Parties enter into a Statement of Work for the supply of Covered Components or a separate written supply agreement for the supply of Covered Components, then in such Statement of Work or supply agreement, if requested by either Party, the Parties will discuss in good faith whether to include a commitment from Rigetti to purchase some or all of its requirements for the applicable Covered Components from Quanta. Any such commitment would be subject to, among other things, the conditions that all requirements for the Covered Components have been met, the Covered Components have achieved final acceptance as described in this Agreement, and any applicable supply ramp-up period set out in this Agreement has been met, Quanta providing and maintaining sufficient manufacturing capacity to meet Rigetti's actual and forecasted requirements, Quanta continuing to meet Rigetti's quality, volume, lead time, and cost requirements, Quanta's continued compliance with all requirements under this Agreement (including each Statement of Work) and the terms of such supply agreement, and the termination rights and second-sourcing rights of Rigetti.

**5.3 Exclusive Supply Commitment.** Quanta shall supply the Covered Components created, invented, or otherwise developed under this Agreement solely to Rigetti and not to any other person or entity. This Section 5.3 does not restrict or limit Quanta's rights to supply products or components (other than the Covered Components) to any Third Party.

## 6. SECOND SOURCE MANUFACTURING RIGHTS

**6.1 Covered Component Source of Supply.** Quanta recognizes Rigetti's desire to ensure a continuous supply of Covered Components. During the Term, and subject to the conditions set forth elsewhere in this Agreement, (i) Quanta agrees to function as a supplier of the Covered Components to Rigetti; and (ii) Rigetti has the right to establish one or more alternate sources of Covered Components. Quanta agrees to reasonably assist Rigetti with establishing the alternate sources, including providing Technology transfer and training as reasonably required for the alternate sources to manufacture and supply the Covered Components to Rigetti pursuant to the provisions of Section 6.2 and/or any applicable Statement of Work or supply agreement for Covered Components.

**6.2 Rigetti Enablement of a Second Source**. If Rigetti will purchase Covered Components from Quanta, including under a Statement of Work or separate written supply agreement for Covered Components, then if requested by either Party, the Parties will negotiate in good faith the terms on which Quanta would assist Rigetti with establishing alternate sources of such Covered Components, including, to the extent reasonably necessary or suitable, providing Technology transfer and training to the alternate source providers, license grants to enable the alternate source providers, means to ensure that Rigetti and the alternate source providers receive the Technology and knowledge transfer at (or before) the time a triggering event occurs, and the triggering events upon which Rigetti would be permitted to exercise (and to permit others to exercise) Rigetti's license rights from Quanta for the alternate source providers to manufacture and supply the Covered Components to Rigetti. The cure periods or other time periods for the triggering events will be shorter than the cure periods for termination of this Agreement and would be designed to minimize any disruption in supply to Rigetti. Without limiting the foregoing, as part of such negotiations the Parties would negotiate the terms of a nonexclusive license, with the right to sublicense the applicable alternate source providers, under Quanta's IP Rights, solely to enable manufacture and supply to Rigetti and its Affiliates by such alternate source providers of Covered Components following the occurrence of a triggering event described above. Unless otherwise agreed by the Parties, the obligations of the Parties under this Section 6.2 shall survive for a period of three (3) months following the termination or expiration of this Agreement, but only with respect to the Covered Components of which Quanta is the sole source of supply upon the termination or expiration of this Agreement.

**6.3 Technology Transfer; Training**.

(a) **Technology for Development and Manufacturing**. Rigetti shall provide Quanta with the Technology described in each Statement of Work for the sole purpose of developing and manufacturing Covered Components for Rigetti under this Agreement and shall reasonably cooperate with Quanta in Quanta's development and ramp-up of the relevant Covered Components, as and to the extent set forth in each Statement of Work.

(b) **Technology Deliverables for Covered Components.** Quanta shall provide Rigetti with the following, as further described in each Statement of Work or supply agreement for Covered Components: (i) all Technology Deliverables; and (ii) comprehensive training in the design, manufacture, testing, installation, operation, maintenance, troubleshooting, and servicing of the Covered Components, and the content and use of all deliverables, to be conducted at Quanta's facility (or at a Rigetti facility or via telephone or videoconference if requested by Rigetti). Any such training will be conducted by a sufficient number of Quanta Personnel who are appropriately qualified, knowledgeable, and experienced. As used herein, "**Technology Deliverables**" means all designs, computer programs (including source code), documents, specifications, bills or materials, supplier lists, information, materials, manuals, and other Technology that is part of the Quanta Background Technology or Project Technology and is necessary for or useful in designing, developing, manufacturing, installing, testing, operating, using, or servicing any one or more Covered Components, including all of the items identified in a Statement of Work. Rigetti shall have the right use the Technology Deliverables to manufacture (or have manufactured) Covered Components subject to the provisions of Section 6.2 and/or any applicable Statement of Work or supply agreement.

## 7. CONFIDENTIALITY

**7.1 Definition.** "**Confidential Information**" means any documents, information, samples, systems, components, spare parts or materials disclosed or made available by one Party or its Affiliate (the "**Disclosing Party**") or its representatives (including contractors) to the other Party or its Affiliate (the "**Receiving Party**") or its representatives (including contractors) pursuant to this Agreement that, (a) when disclosed in writing or by such other media or material, are marked by the Disclosing Party as "confidential" or "proprietary" or, (b) when disclosed orally or visually, are identified by the Disclosing Party as confidential at the time of such disclosure and are to the extent later confirmed in a writing sent by the Disclosing Party to the Receiving Party within one (1) month after such oral or visual disclosure. Any documents, information, samples, systems, components, spare parts or materials observed, overheard, or received by a Receiving Party or its representatives (including contractors) while at the Disclosing Party's facilities will be considered the Confidential Information of the Disclosing Party, regardless of whether or not so marked or identified.

**7.2 Obligations.** The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any Third Party without the express prior written consent of the Disclosing Party, other than to the Receiving Party's employees and contractors who have a need to know such information and have a duty at least as restrictive as those set forth herein to keep such information confidential and not to use such information except as permitted hereunder or as otherwise permitted under this Agreement (including any license grants). The Receiving Party shall protect the Disclosing Party's Confidential Information with at least the care with which it protects its own Confidential Information of a similar nature but in any event, not less than a reasonable standard of care. Neither Party shall use the Confidential Information of the other Party except in the performance of its obligations, or exercise of its license rights, under this Agreement. Rigetti will be responsible for any breach of its confidentiality obligations by Rigetti Personnel, and Quanta shall be responsible for any breach of its confidentiality obligations by Quanta Personnel.

**7.3 Exclusions.** Notwithstanding the foregoing, Confidential Information does not include information that: (a) becomes a matter of public knowledge through no fault of the Receiving Party; (b) is lawfully received by the Receiving Party from a Third Party without restriction on disclosure; (c) is independently developed by the Receiving Party's employees or contractors without the use of the Disclosing Party's Confidential Information; or (d) is lawfully in the possession of the Receiving Party without confidentiality restriction prior to its disclosure by the Disclosing Party. Notwithstanding Section 7.2, Confidential Information may be disclosed by the Receiving Party to the extent such disclosure is required pursuant to applicable law or by the order of a court or other governmental body with jurisdiction, provided that: (x) the Receiving Party notifies the Disclosing Party of such mandatory disclosure as soon as reasonably possible (to the extent legally permissible); (y) the Disclosing Party is provided reasonable notice and opportunity to contest such disclosure, or to seek a protective order therefor; and (z) the Receiving Party cooperates with the Disclosing Party if the Disclosing Party seeks a protective order or otherwise attempts to contest or limit the scope of such disclosure.

**7.4 Publicity**. Each Party shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law, court process or the rules and regulations of the U.S. Securities and Exchange Commission (the "**Commission**") or any national securities exchange or national securities quotation system. Each Party agrees that the initial press release to be issued with respect to the transactions contemplated by this Agreement following the execution of this Agreement shall be in the form agreed to by the parties hereto (the "Announcement"), which Announcement will be included in the Current Report on Form 8-K filed by Rigetti Computing, Inc. with respect to the entry into this Agreement, including disclosure of the terms of this Agreement and filing of this Agreement as an exhibit (with applicable redactions as permitted by applicable law and rules and regulations of the Commission). Notwithstanding the foregoing, this Section 7.4 shall not apply to (a) any disclosures with respect to the matters related to or contemplated by this Agreement to the extent required by applicable law and/or the rules and regulations of the Commission or Nasdaq, including disclosures included in a submission or filing by Rigetti Computing, Inc. with the Commission and (b) any press release or other public statement made by Rigetti or Quanta (i) which is consistent with the Announcement or any disclosures made pursuant to clause "(a)" of this sentence and does not contain any information relating to the transactions contemplated by this Agreement that has not been previously announced or made public in accordance with the terms of this Agreement, (ii) is made in the ordinary course of business and does not relate specifically to the transactions contemplated by this Agreement, or (iii) is consistent with the terms and conditions of this Agreement that are publicly disclosed by either Party (without any violation of this Agreement). Notwithstanding the foregoing, this Section 7.4 shall not prohibit the disclosure of information concerning this Agreement in an arbitration conducted under Section 11.4.

**7.5 Confidentiality of Terms of Agreement**. Except as permitted under Section 7.4 above or as specified below in this Section 7.5, neither Party shall disclose the specific terms and conditions of this Agreement to any Third Party, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may: (a) disclose the existence and terms of this Agreement to such Party's accountants, attorneys and other professional advisers under a duty of confidentiality; (b) disclose the existence (but not the terms), of this Agreement, as reasonably required in the conduct of a Party's business, to actual and potential suppliers and customers who are under reasonable confidentiality obligations; (c) disclose the existence and terms of this Agreement as required by applicable law or regulation, including as required by securities laws or by order of any court or governmental agency, or to the Committee on Foreign Investment in the United States in connection with any joint filing of Rigetti and Quanta; (d) disclose the existence and terms of this Agreement, subject to a reasonable, written nondisclosure agreement between the discloser and (i) actual or prospective acquirers in a merger, acquisition, or permitted transfer of this Agreement or (ii) actual or prospective licensees or sublicensees in a license or sublicense permitted by this Agreement; or (e) disclose the existence and terms of this Agreement in connection with litigation regarding this Agreement or the subject matter hereof, subject to reasonable attempts to obtain a protective order covering this Agreement.

**7.6 Return of Confidential Information.** Upon the termination or expiration of this Agreement, the Disclosing Party may request that the Receiving Party return to the Disclosing Party or destroy (at the Receiving Party's election) the originals and all copies of any written documents, tools, materials or other tangible items containing Confidential Information of the Disclosing Party. The Receiving Party shall promptly comply with the request. Notwithstanding the foregoing, the Receiving Party shall be entitled to retain: (a) such originals and copies of Confidential Information of the Disclosing Party as are reasonably required for Receiving Party's use and exploitation, as permitted by this Agreement, of any rights retained by Receiving Party or licenses that remain in effect following termination or expiration of this Agreement, and (b) one copy of all Confidential Information of the Disclosing Party for archival purposes only. The obligation to return or destroy under this Section does not apply to back-up electronic files that are not generally accessible to the Receiving Party's employees (except upon restoring by IT personnel due to a valid legal request) and which are subject to Receiving Party's standard document retention policy.

**7.7 Other Activities**. The Parties understand that each may currently or in the future be developing Technology, or receiving Technology and related information from other parties, that may be similar to the Technology that is the subject of this Agreement. The Parties agree that this Agreement shall not limit or restrict the other from collaborating or conducting joint development with others, developing Technology internally, or having Technology developed for it, provided that in the course of such development no express provisions of this Agreement are breached, including the confidentiality restrictions in this Section 7.

## 8. REPRESENTATIONS AND WARRANTIES

**8.1 Mutual Warranties**. Each Party represents and warrants to the other that: (a) it has the corporate power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any of its contractual obligations.

**8.2 Warranty Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, NEITHER PARTY MAKES ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY DISCLAIMS RELIANCE ON ANY OTHER SUCH WARRANTY. ALL TECHNOLOGY, INCLUDING TECHNICAL INFORMATION, FURNISHED BY EACH PARTY TO THE OTHER PARTY IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE EXPRESS TERMS OF THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING THE WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED BY EACH PARTY TO THE FULLEST EXTENT PERMITTED BY LAW.

## 9. LIMITATION OF LIABILITY

**9.1 Limitations**. EXCEPT FOR CLAIMS ARISING OUT OF ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S IP RIGHTS OR BREACHES OR SECTION 7, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF ANTICIPATED REVENUE, OR ANY EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING THE STATEMENTS OF WORK), INCLUDING THE BREACH OR TERMINATION THEREOF. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

**9.2 Limitation of Liability**. IN NO EVENT WILL A PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT (INCLUDING THE STATEMENTS OF WORK), EXCEPT FOR ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S IP RIGHTS OR BREACHES OF SECTION 7, EXCEED AN AMOUNT EQUAL TO US $3,000,000. The limitations and exclusions in this Section 9 apply to all liability and damages arising under or in connection with this Agreement whether in contract, tort (including negligence), under statute, or under any other cause of action.

## 10. TERM AND TERMINATION

**10.1 Term.** The term of this Agreement will begin on the Effective Date and, unless extended by mutual written agreement of the Parties or earlier terminated as provided in this Agreement, will continue until the date five (5) years from the Effective Date (the "**Initial Term**"). Upon mutual consent, the Parties may renew this Agreement for up to five additional years (a "**Renewal Term**" and together with the Initial Term, the "**Term**").

**10.2 Termination for Cause.** Each Party has the right to terminate this Agreement immediately upon written notice to the other Party if the other Party is in material breach of this Agreement and fails to cure such breach within [***] ([***]) days after receipt of written notice of breach, which such notice shall include sufficient detail for the Party in breach to understand and investigate such breach, including any proposed cure.

**10.3 SOW Termination.**

(a) **Termination by Rigetti**. Rigetti has the right to terminate any Statement of Work under this Agreement immediately at any time upon written notice to Quanta if any of the following occurs: (a) Quanta fails to meet one or more milestones set forth in the Statement of Work and does not cure that failure to Rigetti's reasonable satisfaction within [***] ([***]) days after written notice of such failure from Rigetti; (b) Quanta fails to achieve final acceptance of one or more Covered Components in accordance with the applicable time schedule set out in the Statement of Work and does not cure that failure to Rigetti's reasonable satisfaction within [***] ([***]) days after written notice of such failure from Rigetti; or (c) if Quanta is in material breach of the Statement of Work and does not cure that breach to Rigetti's reasonable satisfaction within [***] ([***]) days after written notice of breach from Rigetti.

(b) **Termination by Quanta**. Quanta has the right to terminate any Statement of Work under this Agreement immediately at any time upon written notice to Rigetti if Rigetti is in material breach of the Statement of Work and does not cure that breach to Quanta's reasonable satisfaction within [***] ([***]) days after written notice of breach from Quanta.

**10.4 Termination of other SOWs**. If a Party has the right to terminate any Statement of Work (the "**Triggering SOW**") pursuant to Section 10.3(a) or 10.3(b), such Party may also, by notice to the other Party, terminate one or more Affected Statements of Work upon the termination of the Triggering SOW. For the avoidance of doubt, the effect of the other Statements of Work (if any) will not be affected. An "**Affected Statement of Work**", with respect to any Triggering SOW, shall mean a Statement of Work that is identified as such in that Statement of Work or the Triggering SOW. Without limiting other reasons for identifying a Statement of Work as an Affected Statement of Work, the Parties will identify a Statement of Work as an Affected Statement of Work in a potential Triggering SOW if such Statement of Work (i) covers one or more Covered Components, work or other activities, or investments, the value of which would be impacted in any material respect by the termination of the potential Triggering SOW, or (ii) covers Covered Components, work or other activities, or investments, the development, supply, or performance of which would be impacted (including with respect to cost or timing) in any material respect by the termination of the potential Triggering SOW.

**10.5 Other Termination**. Each Party has the right to terminate this Agreement immediately upon notice to the other Party:

(a) if no Statement of Work has been entered into under this Agreement by December 31, 2025;

(b) if the BIS Clearance, referred to in the Securities Purchase Agreement, is not satisfied by the date specified in Section 5.1(b) of the Securities Purchase Agreement (as may be extended by the parties thereto) and as a result, the Securities Purchase Agreement is terminated pursuant to Section 5.1 thereof; or

(c) if after the Parties enter into one or more Statements of Work, all Statements of Work have expired or terminated.

**10.6 Termination for Bankruptcy.** In the event that either Party: (a) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors that is not dismissed or discharged within two (2) months of being commenced; (b) admits in writing its inability to pay its debts generally as they become due (or takes any corporate action tantamount to such admission); (c) makes an assignment for the benefit of its creditors; or (d) ceases to do business as a going concern; then the other Party shall be entitled to terminate this Agreement immediately upon written notice thereof to the first Party.

**10.7 No Obligation to Violate Legal Requirements; Certain Terminations**.

(a) Notwithstanding anything to the contrary, neither Party is obligated under this Agreement (including any Statement of Work) to disclose or provide any Technology or IP Rights under this Agreement in violation of any applicable Law. If at any time a Party's disclosure or provision of any Technology or IP Rights that would otherwise be required under this Agreement (including a Statement of Work) would result in a violation of any applicable Law, then upon request of either Party, the Parties will meet to discuss in good faith alternate means to achieve the purposes of this Agreement and remain in compliance with such Law.

(b) Notwithstanding anything to the contrary, neither Party is obligated under this Agreement (including any Statement of Work) to disclose or provide any Technology or IP Rights developed under a contract with a Governmental Entity (as applicable, "**Government Funded Technology**" or "**Government Funded IP Rights**", and such contract, the "**Funding Contract**") if such disclosure or provision would result in the Party's breach of the Funding Contract or violation of any related applicable Law. If at any time a Party's disclosure or provision of any Technology or IP Rights that would otherwise be required under this Agreement (including a Statement of Work) would result in the Party's breach of a Funding Contract or violation of any related applicable Law, then upon request of either Party, the Parties will meet to discuss in good faith alternate means to achieve the purposes of this Agreement and remain in compliance with such Funding Contract and applicable Law.

(c) Without limiting Section 10.7(a) or Section 10.7(b), if at any time an applicable Law (including a change in Law or adoption of new Law) or an action by a Governmental Entity would restrict or limit the right or ability of a Party to perform any one or more activities under this Agreement in any material respect, then at the request of either Party, the Parties will meet to discuss in good faith modifications to this Agreement (including any Statement of Work) that are required in order to permit the Parties to achieve the purposes of this Agreement and remain in compliance with such Law or action. Neither Party is obligated to agree to any such modifications. If for any reason the Parties have not agreed in writing to any such modifications within sixty (60) days after a Party's request for a meeting as described above, or by the date for required compliance with such Law or action (whichever is earlier) then either Party may terminate each Statement of Work that is affected (or this entire Agreement if the entire Agreement is affected) upon notice to the other Party.

(d) Notwithstanding anything to the contrary contained herein, prior to the Closing (as that term is defined in the Securities Purchase Agreement) Rigetti will not be required to provide or afford to Quanta, and Quanta shall not obtain, in each case within the meaning of the DPA: (i) access to any "material nonpublic technical information" in the possession of Rigetti; or (ii) any "involvement," other than through the voting of shares, in "substantive decisionmaking" of Rigetti regarding: (A) the use, development, acquisition, safekeeping, or release of "sensitive personal data" of U.S. citizens maintained or collected by Rigetti; (B) the use, development, acquisition, or release of any "critical technology"; or (C) the management, operation, manufacture, or supply of "covered investment critical infrastructure".

**10.8 Effect of Termination and Survival.** Upon any termination or expiration of this Agreement for any reason, all Statements of Work and all licenses, rights and obligations of the Parties under this Agreement will terminate and immediately cease, except as follows:

(a) each Party will return or destroy upon request the Confidential Information of the other Party as required under Section 7.6; and

(b) Sections 1, 2.5, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8(c)(i), 3.9, 3.10, 3.11, 3.12, 5.3, 7, 8.2, 9, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, and 11.13 and this Section 10.8 will survive and remain in effect following any expiration or termination of this Agreement. Section 6.2 and Section 11.12 will survive and remain in effect following any expiration or termination of this Agreement for the respective periods specified therein.

## 11. GENERAL

**11.1 Force Majeure.** Neither Party hereto shall be considered in default in performance of its obligations hereunder (other than its obligations to make any payment of money hereunder) or be liable in damages or otherwise for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that Party's reasonable control, including fire, flood, earthquake, pandemic, elements of nature or acts of God, acts of war, terrorism, sufferance of or voluntary compliance with acts of government and law, regulation, or requirement of a governmental authority (whether or not valid), embargo, riots, armed conflict whether declared or undeclared, civil disorders, rebellions, revolutions, strikes, labor disputes, and rationing or allocation of normal sources of supply of labor, materials, transportation, energy or utilities which is beyond the reasonable control of the Party claiming excuse hereunder (each a "**Force Majeure**"); provided, however, that such Party promptly notifies the other Party of the nature and duration of the Force Majeure and resumes performance as soon as possible.

**11.2 Compliance with Law.** The Parties will at all times comply with all applicable foreign, U.S., state, and local laws, rules and regulations relating to the execution, delivery, and performance of any obligations under this Agreement, including export control laws.

**11.3 Notices.** Any notice, approval, authorization, consent, or other communication required or permitted to be delivered to either Party under this Agreement and intended to have legal effect (a "**Notice**") must be in writing and delivered (a) by hand, (b) by courier or express delivery service, or (c) by postage prepaid first-class mail to the address set forth beneath the name of such Party below, with a courtesy copy e-mailed to the corresponding e-mail address (if an e-mail address is specified and still in service at the time such notice is given):

If to Rigetti, to:

Rigetti & Co, LLC
775 Heinz Ave
Berkeley, CA 94710
Attention: Legal
E-Mail: [***]

If to Quanta to:

Quanta Computer Inc.
211, Wen Hwa 2nd Rd., Kueishan
Taoyuan 33377, Taiwan
Telephone: [***]
Attention: Chuping Chen
E-Mail: [***]

A Notice will be deemed effective three (3) days after actual delivery. Each Party may change its address for receipt of Notices by giving notice of the new address to the other Party.

**11.4 Governing Law; Arbitration.**

(a) **Governing Law.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. The Parties hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any of the transactions contemplated hereby.

(b) **Arbitration.** Any dispute, claim, or disagreement between the Parties arising out of or related to this Agreement, including regarding its construction, validity, enforcement and interpretation ("**Dispute**") will be finally settled by binding arbitration. The arbitration will be settled in accordance with the then-prevailing arbitration rules of the International Chamber of Commerce (the "**Rules**") before three (3) arbitrators (unless otherwise mutually agreed by the Parties), with the first appointed by Quanta, the second by Rigetti, and the third, who will be the presiding arbitrator, by the other two (2) co-arbitrators, in consultation with the Parties or, if such two (2) co-arbitrators fail to agree within thirty (30) days, by the ICC Court in accordance with the Rules. The arbitration award will be final and binding. The language to be used in the arbitral proceedings will be English. The arbitration will be administered by the Court of Arbitration of the International Chamber of Commerce. The seat of the arbitration will be in the City of New York, Borough of Manhattan, USA. The Parties hereby opt out of the ICC Expedited Procedure Rules. In addition to the institutional, ad hoc, or other rules chosen by the Parties, the Parties agree that the arbitration shall be conducted according to the IBA Rules of Evidence as current on the date of the commencement of the arbitration. Each Party agrees to bear its own expenses and an equal quota of the expenses of the arbitrators and the fees of the body administering the arbitration; provided, however, that the Parties agree the arbitrators may, in their discretion, order and award that the non-prevailing Party shall bear all legal fees and expenses of the prevailing Party. Without limiting any other remedies available, the Parties agree that the arbitrators may, in their discretion, award equitable or injunctive relief in accordance with the governing law of this Agreement. No award or procedural order made in the arbitration will be published. The Parties waive to the fullest extent permitted by law any rights to appeal to, or to seek review of such award by any court. Any award rendered in such arbitration proceedings will be payable in US Dollars and judgement upon such award may be entered in any court of competent jurisdiction, or application may be made to any such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The foregoing agreement of the Parties with respect to the arbitration of claims, controversies, or disputes under this Agreement is stipulated to be specifically enforceable under the provisions of the 1958 U.N. Convention of the Recognition and Enforcement of Foreign Arbitral Awards. Notwithstanding this Section 11.4 providing for binding arbitration of Disputes, each Party acknowledges that any injury due to the improper disclosure or use of Confidential Information or infringement of IP Rights may be irreparable, and that the injured Party is therefore entitled to petition any court of competent jurisdiction, before an arbitration has commenced under this Section 11.4 or at any time thereafter, for equitable or injunctive relief (or its equivalent) to prevent or halt the threatened or actual improper disclosure or use of Confidential Information or infringement of IP Rights.

**11.5 Assignment.** Except as provided herein, neither Party may assign this Agreement without the other Party's express prior written consent, and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, each Party may assign this Agreement without consent to any of its Affiliates or to its successor in a merger, consolidation, reorganization, or sale of all or substantially all of its assets or business or all or substantially all of its assets or business to which this Agreement relates. Any assignment or delegation in violation of this Section 11.5 will be null and void. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the Parties.

**11.6 Waiver.** All waivers must be in writing and signed by an authorized employee of the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect and the invalid, unlawful, void, or unenforceable provision will be deemed modified to be valid and enforceable to the maximum extent permitted by law.

**11.8 Amendment.** This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of both Parties.

**11.9 Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the Parties except that of independent contractors. Neither Party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other Party in any way.

**11.10 Construction.** The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Each Party acknowledges that it has participated in the preparation of this Agreement and agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation," and the word "or" is not exclusive. The rights and remedies of the Parties are cumulative (and not alternative). Unless expressly stated otherwise, whenever a Party's approval or consent is required under this Agreement, such Party may grant or withhold its approval or consent in its discretion, and references in this Agreement to a Party's "discretion" mean such Party's sole and absolute discretion. Except as otherwise expressly indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

**11.11 Counterparts.** This Agreement may be executed in several counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement.

**11.12 Non-Solicitation.** During the term of this Agreement and for a period of twelve (12) months following expiration or termination of this Agreement, each Party ("**Soliciting Party**") shall not, and shall ensure that its Affiliates do not, without the written consent of the other Party ("**Employing Party**"), directly or indirectly (a) solicit for employment any employee of the Employing Party or its Affiliates who at any time during the term of this Agreement was in direct communication with any one or more employees of the Soliciting Party relating to activities under this Agreement (each, a "**Covered Employee**") or (b) encourage or take any other action which is intended to induce or encourage any Covered Employee to terminate, resign or otherwise cease such employee's employment relations with the Employing Party or its Affiliates; provided, however, that the foregoing shall not restrict or prevent the Soliciting Party or its Affiliates from soliciting, offering employment to or hiring any person (y) who responds to a general advertisement or similar notice in newspapers, trade publications, websites, recruiting services or other media that is not targeted specifically at one or more of the Covered Employees or (z) any Covered Employee whose employment with the Employing Party has been terminated at least 90 days prior to the commencement of any employment discussion with the Soliciting Party (without breach of this Section 11.12 by the Soliciting Party).

**11.13 Entire Agreement.** This Agreement (including the Exhibits, which are incorporated herein by reference) sets forth the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and communication, both written and oral, between the Parties relating to the subject matter hereof.

[***Signature page follows***]

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

| **RIGETTI & CO, LLC** | **QUANTA COMPUTER INC.** |
|---|---|
| By: /s/ Jeffrey Bertelsen | By: /s/ Barry Lam |
| Name: Jeffrey Bertelsen | Name: Barry Lam |
| Title: Chief Financial Officer | Title: Chairman & CEO |

**EXHIBIT A**

**DEFINITIONS**

"**Affiliate**" means, with respect to a Party, any person or entity that, at any time, directly or indirectly controls, is controlled by, or is under common control with such Party, but only as long as such control exists, where "**control**" of an entity means ownership of more than fifty percent (50%) of the voting power of the outstanding voting stock or other equity interests in the entity or the power to otherwise direct the affairs of the entity.

"**Background Technology**" means Quanta Background Technology or Rigetti Background Technology, or both, as the context requires.

"**Covered Components**" means control systems, dilution refrigerators, flexible cables, and select other non-QPU components suitable for Rigetti's quantum computing products, in each case as the Parties agree from time to time in a Statement of Work that will be developed or provided under this Agreement.

"**Created, invented or otherwise developed**" means (whether or not capitalized), for all purposes of this Agreement, with respect to any person or entity, that (a) such person or entity is an inventor of the applicable subject matter as determined under the respective inventor's or inventors' applicable patent law, in the case of patentable subject matter or (b) such person or entity made a significant creative contribution to the development of the applicable work of authorship, trade secret, know-how, or other subject matter that is not patentable subject matter.

"**DPA**" means Section 721 of Title VII of the Defense Production Act of 1950, as amended (50 U.S.C.§ 4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Parts 800 et seq.

"**Governmental Entity**" means any federal, national, supranational, state, provincial, local or similar government, governmental, regulatory, administrative or quasi-governmental authority, branch, office agency, commission or other body, or any court, tribunal, or arbitral or judicial body (including any grand jury), whether domestic or foreign, including any securities exchange.

"**IP Rights**" mean all present and future patent rights, copyrights, trade secrets, database rights, and other proprietary rights (excluding trademarks, service marks, trade names, and similar rights) in any jurisdiction, and all applications and registrations therefor.

"**Joint Project Technology**" means all Project Technology that is created, invented, or otherwise developed jointly by (1) one or more Rigetti Personnel and (2) one or more Quanta Personnel in the course of performing activities under a Statement of Work, but excluding QPU Technology.

"**Law**" means any statute, law, treaty, ordinance, regulation, directive, rule, code, executive order, injunction, judgment, decree, writ, Order or other requirement, including any successor provisions thereof, of any Governmental Entity.

"**Order**" means any writ, judgment, decision, decree, award, order, injunction, ruling or similar order of any federal, state or local court or Governmental Entity, in each case that is preliminary or final.

"**Project Technology**" means all Technology created, invented, or otherwise developed by one or more employees or contractors of either Party or any of its respective Affiliates, alone or jointly with employees or contractors of the other Party or any of its Affiliates, that results directly from performance under a Statement of Work of activities specified in that Statement of Work.

"**QPU Technology**" means quantum integrated circuit chip or package Technology, including qubit specifications, allocation and spacing of qubit and tunable coupler devices, tunable coupler designs, modular qubit architectures including qubit-qubit couplers between die, fabrication details, materials stacks used in fabricating quantum processors, bonding details including cap designs, cap on-chip designs qubit, and qubit coupler Technology. For the avoidance of doubt "QPU Technology" will exclude any controller, coaxial cable, flex cable, or solely single flux quantum Technology.

"**Quanta Background Technology**" means: (a) all Technology that Quanta or any of its Affiliates owns or controls on the Effective Date, and (b) all Technology created, invented, or otherwise developed by any Quanta Personnel or any one or more of its Affiliates after the Effective Date (other than Project Technology), or otherwise acquired by Quanta or any one or more of its Affiliates after the Effective Date (other than Project Technology).

"**Quanta Personnel**" means employees and contractors of Quanta and Quanta's Affiliates.

"**Rigetti Background Technology**" means: (a) all Technology that Rigetti or any of its Affiliates owns or controls on the Effective Date, and (b) all Technology created, invented, or otherwise developed by any one or more Rigetti Personnel or any one or more of its Affiliates after the Effective Date (other than Project Technology), or otherwise acquired by Rigetti or any one or more of its Affiliates after the Effective Date (other than Project Technology).

"**Rigetti Personnel**" means employees and contractors of Rigetti and Rigetti's Affiliates.

"**Rigetti Product Roadmap**" means the product roadmap documents provided by Rigetti to Quanta, as they may be updated or modified by Rigetti from time to time.

"**Technology**" means any and all of the following: (a) works of authorship, including documentation, designs, files, records, and software code; (b) inventions (whether or not patentable), discoveries, improvements, and technology; (c) proprietary and confidential information, including technical data, trade secrets, know-how, algorithms, architecture, and techniques; (d) data compilations and collections; (e) tools, materials, designs, circuits, system integration schemes, methods, processes, devices, prototypes, schematics, specifications, bills of materials, net lists, mask works, test methodologies, verilog files, emulation and simulation reports, test vectors, and hardware and software development tools; and (f) all embodiments of the foregoing in any form and embodied in any media.

"**Third Party**" means any entity that is not Rigetti or an Affiliate of Rigetti or Quanta or an Affiliate of Quanta.

**Exhibit 10.2**

**Certain information has been excluded from this exhibit (indicated by "[***]") because such information is both (i) not material and (ii) the type that the company treats as private or confidential.**

EXECUTION VERSION

# SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of February 27, 2025, between Rigetti Computing, Inc., a Delaware corporation (the "Company"), and Quanta Computer Inc., a Taiwan corporation (the "Purchaser").

## RECITALS

A. On the terms and subject to the conditions set forth in this Agreement and pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (and the rules and regulations promulgated thereunder, the "Securities Act"), the Company desires to issue and sell to the Purchaser, and the Purchaser desires to purchase from the Company at the Closing (as hereinafter defined), shares of common stock, $0.0001 par value, of the Company (the "Common Stock"), in an amount and at the Per Share Price as set forth herein.

B. The shares of Common Stock to be issued to the Purchaser at the Closing shall be referred to in this Agreement as the "Shares".

C. Concurrently with the execution and delivery of this Agreement, the parties are executing and delivering the Collaboration Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

## ARTICLE I.
## DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Acquiring Person" shall have the meaning ascribed to such term in Section 4.2.

"Action" shall have the meaning ascribed to such term in Section 3.1(j).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Agreement" shall have the meaning ascribed to such term in the Preamble hereto.

"Announcement" shall have the meaning ascribed to such term in Section 4.7.

"BHCA" shall have the meaning ascribed to such term in Section 3.1(mm).

"BIS" means the Bureau of Industry and Security of the Department of Commerce.

"BIS Clearance" means the expiration of the 30-day waiting period after the submission of a classification request with respect to the Cloud Software Application (the "Classification Request") to BIS made pursuant to 15 C.F.R. § 740.17(b)(1) and (2) and in accordance with 15 C.F.R. § 740.17(d). For the avoidance of doubt, (i) if after submission of the Classification Request BIS determines to hold the Classification Request without action to obtain additional information from the Company, in accordance with 15 C.F.R. § 740.17(d)(2)(ii)(C), such time on "hold without action" status shall not be counted towards fulfilling the 30-day waiting period, and (ii) if, prior to Closing, prior to BIS informs the Company that the Cloud Software Application is not authorized for License Exception ENC, returns the Classification Request without action, or otherwise suspends or revokes the Company's eligibility to use License Exception ENC for the Cloud Software Application, BIS Clearance shall not be deemed to have occurred.

"Board Observer and Confidentiality Agreement" means the Board Observer and Confidentiality Agreement, as of Closing, among the Company, the Purchaser and the initial Observer (as defined in the Board Observer and Confidentiality Agreement), in the form of Annex A attached hereto.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than Saturday, Sunday, any date which is a federal legal holiday in the United States or other day on which commercial banks in The City of New York or in Taiwan are authorized or required by law or government action to remain closed; provided, however, for clarification, commercial banks shall not be deemed to be authorized or required by law to remain closed due to "stay at home", "shelter-in-place", "non-essential employee" or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of commercial banks in The City of New York or in Taiwan are generally are open for use by customers on such day.

"Classification Request" shall have the meaning ascribed to such term in the definition of BIS Clearance.

"Cloud Software Application" means Quantum Cloud Services, the Company's cloud computing software application.

"Closing" shall have the meaning ascribed to such term in Section 2.1(b).

"Closing Date" shall have the meaning ascribed to such term in Section 2.1(b).

"Collaboration Agreement" means that certain Collaboration Agreement, dated as of the date hereof, by and between the Company or a Subsidiary of the Company and the Purchaser.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" shall have the meaning ascribed to such term in the Recitals hereto.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Company" shall have the meaning ascribed to such term in the Preamble hereto.

"CIN" means a Company Identification Number, a unique identifier that BIS assigns to a company, allowing it to electronically submit export license applications and other requests through BIS's online portal.

"DPA" means Section 721 of Title VII of the Defense Production Act of 1950, as amended (50 U.S.C.§ 4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Parts 800 *et seq*.

"Disclosure Schedules" means the Disclosure Schedules of the Company delivered concurrently herewith, which such Disclosure Schedules shall be deemed a part hereof.

"Disqualification Event" shall have the meaning ascribed to such term in Section 3.1(ff).

"Environmental Laws" shall have the meaning ascribed to such term in Section 3.1(m).

"Evaluation Date" shall have the meaning ascribed to such term in Section 3.1(s).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Export Controls and Sanctions" means any law or regulation of the United States regarding export restrictions, the ability to make or receive international payments, the ability to engage in international transactions, or the ability to take an ownership interest in assets located in a foreign country, including without limitation those administered by the Office of Foreign Assets Control of the Department of the Treasury, BIS, and the Directorate of Defense Trade Controls of the Department of State.

"FCPA" means the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

"Federal Reserve" shall have the meaning ascribed to such term in Section 3.1(nn).

"GAAP" shall have the meaning ascribed to such term in Section 3.1(h).

"Hazardous Materials" shall have the meaning ascribed to such term in Section 3.1(m).

"Indebtedness" shall have the meaning ascribed to such term in Section 3.1(bb).

"Intellectual Property" shall have the meaning ascribed to such term in Section 3.1(p).

"Liens" means a lien, charge pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

"Lock-Up Period" shall have the meaning ascribed to such term in Section 4.8.

"Material Adverse Effect" shall have the meaning ascribed to such term in Section 3.1(b).

"Material Permits" shall have the meaning ascribed to such term in Section 3.1(n).

"Money Laundering Laws" shall have the meaning ascribed to such term in Section 3.1(nn).

"Nasdaq" means The Nasdaq Stock Market LLC.

"New York Courts" means the state and federal courts sitting in the City of New York, Borough of Manhattan.

"Parent Entity" means, with respect to any Person, any other Person of which such first Person is a direct or indirect wholly owned Subsidiary.

"Per Share Price" equals $11.58782, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition), whether commenced or threatened in writing.

"Purchased Shares Number" shall have the meaning ascribed to such term in Section 2.1(a).

"Purchaser" shall have the meaning ascribed to such term in the Preamble hereto.

"Required Approvals" shall have the meaning ascribed to such term in Section 3.1(e).

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

"SEC Reports" shall have the meaning ascribed to such term in Section 3.1(h).

"Securities Act" shall have the meaning ascribed to such term in the Recitals hereto.

"Share Purchase Price" shall have the meaning ascribed to such term in Section 2.1(a).

"Shares" shall have the meaning ascribed to such term in the Recitals hereto.

"Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

"Subsidiary" means any significant subsidiary of the Company within the meaning of Rule 1-02(w) under Regulation S-X and shall, where applicable, also include any direct or indirect significant subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the principal Trading Market is open for trading.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, OTCQB or OTCQX (or any successors to any of the foregoing).

"Transaction Documents" means this Agreement, the Collaboration Agreement, the Board Observer and Confidentiality Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

"Transfer Agent" means Equiniti Trust Company, and any successor transfer agent of the Company.

## ARTICLE II.
## PURCHASE AND SALE

2.1 Closing.

(a) Subject to the terms and conditions set forth herein, the Company agrees to sell, and the Purchaser agrees to purchase, at a price per share equal to the Per Share Price, a number of shares of Common Stock equal to the Purchased Shares Number (such aggregate price, the "Share Purchase Price"). The "Purchased Shares Number" means 3,020,412, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

(b) At the Closing, subject to the terms and conditions set forth herein, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, a number of Shares equal to the Purchased Shares Number. The closing of the purchase and sale of the Shares to the Purchaser by the Company (the "Closing") shall occur as promptly as practicable, and in any event within seven (7) Business Days, following such date on which the conditions to the Closing set forth in Section 2.3 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) have been satisfied, or to the extent permitted by applicable law, waived. The Closing shall be conducted remotely via the electronic exchange of documents and signatures, or at such other place as the Company and the Purchaser may mutually agree upon. The date on which the Closing actually occurs is referred to herein as the "Closing Date".

(c) At the Closing, (i) the Purchaser shall pay to the Company the Share Purchase Price in United States dollars in immediately available funds, by wire transfer to the Company's account as set forth in instructions delivered to the Purchaser no later than three (3) Business Days prior to the Closing Date, and (ii) the Company shall irrevocably instruct the Transfer Agent to deliver to the Purchaser the Shares, free and clear of all Liens (other than as provided in this Agreement or restrictions imposed by applicable securities laws), in book-entry form in the name of the Purchaser and a book-entry statement of the Transfer Agent showing the Purchaser as the registered holder of the Shares on and as of the Closing Date; provided, however, that the requirement to deliver a book-entry statement may be satisfied via email confirmation by the Transfer Agent of the issuance of the Shares on the date of Closing with the book-entry statement to be delivered within two (2) Business Days of the Closing.

2.2 Deliveries.

(a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:

(i) a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver the Shares, registered in the name of the Purchaser;

(ii) the Company's wire instructions, on Company letterhead and executed by the Chief Executive Officer or Chief Financial Officer; and

(iii) a certificate signed by the Secretary of the Company, in form and substance reasonably satisfactory to the Purchaser, certifying as to (A) the Company's certificate of incorporation and the Company's amended and restated bylaws, (B) the resolutions of the Board of Directors approving the Transaction Documents and the transactions contemplated thereby, and (C) a good standing certificate with respect to the Company from the Delaware Secretary of State, dated no earlier than two (2) Trading Days prior to the Closing.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the Share Purchase Price in accordance with Section 2.1(a).

2.3 Closing Conditions.

(a) The respective obligations of each of the Company and the Purchaser to effect the Closing is subject to the satisfaction (or to the extent permitted by applicable law, waiver by the Company and the Purchaser) at or prior to the Closing of the following conditions:

(i) the parties to the Collaboration Agreement shall have executed and delivered the Collaboration Agreement and such agreement shall be in full force and effect as of the Closing; and

(ii) the BIS Clearance shall have been obtained.

(b) The obligations of the Company to effect the Closing are subject to the satisfaction (or to the extent permitted by applicable law, waiver) at or prior to the Closing of the following conditions:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) on the Closing Date of the representations and warranties of the Purchaser contained herein (unless such representation or warranty is as of a specific date therein in which case they shall be accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed;

(iii) the execution and delivery of the Board Observer and Confidentiality Agreement by the individual who is designated as the initial Observer (as defined in the Board Observer and Confidentiality Agreement) and the Purchaser; and

(iv) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement.

(c) The obligations of the Purchaser hereunder in connection with the Closing are subject to the satisfaction (or to the extent permitted by applicable law, waiver) at or prior to the Closing of the following conditions:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless such representation or warranty is as of a specific date therein in which case they shall be accurate in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) as of such date);

(ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Company of a certificate, dated as of the Closing Date and signed by its Chief Executive Officer or its Chief Financial Officer, certifying to the fulfillment of the conditions specified in Sections 2.3(c)(i) and 2.3(c)(ii);

(iv) the delivery by the Company of a legal opinion of counsel to the Company, dated as of the Closing Date, addressing the existence and good standing of the Company in the State of Delaware, the enforceability of this Agreement, the valid issuance of the Shares and no registration of the placement of the Shares;

(v) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;

(vi) the execution and delivery of the Board Observer and Confidentiality Agreement by the Company;

(vii) there shall have been no Material Adverse Effect since the date hereof; and

(viii) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the Commission or the Company's principal Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Shares at the Closing.

## ARTICLE III.
## REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. Except as set forth in the SEC Reports, which qualify these representations and warranties in their entirety, or in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Subsidiaries. All of the direct and indirect Subsidiaries of the Company are set forth in the SEC Reports or have otherwise been disclosed to the Purchaser by the Company. The Company owns, directly or indirectly, all of its capital stock or other equity interests of each Subsidiary free and clear of any Liens, and all of the issued and outstanding shares of capital stock of each Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

(b) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation nor default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in: (i) a material adverse effect on the legality, validity or enforceability of this Agreement; (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole; or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under this Agreement (any of (i), (ii) or (iii), a "Material Adverse Effect") and no Proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by general equitable principles and laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(d) No Conflicts. The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares and the consummation by it of the transactions contemplated hereby do not and will not (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation or bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) or other understanding to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company or a Subsidiary is bound or affected; except in the case of each of clauses (ii) and (iii), such as would not have or reasonably be expected to result in a Material Adverse Effect.

(e) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state (including state blue sky law), local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Agreement, other than: (i) the BIS Clearance; (ii) notices and/or application(s) to and approvals by each applicable Trading Market for the listing of the Shares for trading thereon in the time and manner required thereby; and (iii) filings pursuant to applicable federal or state securities or Blue Sky laws (collectively, the "Required Approvals").

(f) Issuance of the Shares. The Shares are duly and validly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and non-assessable, free and clear of all Liens imposed by the Company, except for restrictions set forth in this Agreement. The Shares are not and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company.

(g) Capitalization. The capitalization of the Company as of February 26, 2025 is as set forth on Schedule 3.1(g). Except as disclosed in the SEC Reports, the Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to its prior at-the-market sales agreement and its prior securities purchase agreements entered into on November 26, 2024, the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans or upon the vesting and settlement of restricted stock units under the Company's equity incentive plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement. Except as set forth in Schedule 3.1(g) or as a result of the purchase and sale of the Shares, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Shares will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Purchaser). Except as set forth in Schedule 3.1(g), there are no outstanding securities of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities that have not been waived. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Shares. Except as disclosed in the SEC Reports, there are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(h) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the one year preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has had a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company, together with the related notes, included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP"), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company and its consolidated Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(i) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, except as set forth on Schedule 3.1(i) or in the SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting in any material respect, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any executive officer, director or Affiliate, except pursuant to existing Company stock option or omnibus incentive plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Shares contemplated by this Agreement or as set forth on Schedule 3.1(i), no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

(j) Litigation. Except as set forth in the SEC Reports, there is no action, suit, inquiry, notice of violation, Proceeding or investigation pending or, to the knowledge of the Company, threatened in writing against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "Action") which, if there were an unfavorable decision, would, individually or in the aggregate, result in a Material Adverse Effect. None of the Actions in the SEC Reports, challenges the legality, validity or enforceability of this Agreement or the Shares. During the last three (3) years prior to the date of this Agreement, neither the Company nor any Subsidiary, nor any director or executive officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty, which would result in a Material Adverse Effect. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or executive officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company or any Subsidiary under the Exchange Act or the Securities Act.

(k) Labor Relations. No labor dispute exists or, to the knowledge of the Company, is imminent with respect to any of the employees of the Company, which would reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company and its Subsidiaries believe that their relationships with their employees are good. To the knowledge of the Company, no executive officer of the Company or any Subsidiary is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third-party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all applicable U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) Compliance. Neither the Company nor any Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived); (ii) is in violation of any judgment, decree, or order of any court, arbitrator or other governmental authority; or (iii) is or, in the last three (3) years, has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as would not have or reasonably be expected to result in a Material Adverse Effect.

(m) Environmental Laws. The Company and its Subsidiaries: (i) are in compliance with all federal, state, local and foreign laws relating to pollution or protection of human health or the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), including laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands, or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations, issued, entered, promulgated or approved thereunder (" Environmental Laws"); (ii) have received all permits licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (iii) are in compliance with all terms and conditions of any such permit, license or approval where in each clause (i), (ii) and (iii), the failure to so comply would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(n) Regulatory Permits. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses as described in the SEC Reports, except where the failure to possess such permits would not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(o) Title to Assets. Except as set forth in the SEC Reports, the Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good and marketable title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for (i) Liens as do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company and the Subsidiaries, (ii) Liens for the payment of federal, state or other taxes, for which appropriate reserves have been made therefor in accordance with GAAP and the payment of which is neither delinquent nor subject to penalties and (iii) such as would not, individually or in the aggregate, result in a Material Adverse Effect. Any real property and facilities currently held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in compliance in all material respects.

(p) Intellectual Property. Except as set forth in the SEC Reports, (i) the Company and each of its Subsidiaries owns or has adequate rights to use all trademarks, trade names, domain names, patents, patent rights, mask works, copyrights, technology, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), service marks, trade dress rights and other intellectual property and registrations and applications for registration for any of the foregoing that are, in each case, material to the Company (collectively, "Intellectual Property") and has such other rights, licenses, approvals and governmental authorizations, in each case, sufficient to conduct its business as now conducted and as now proposed to be conducted in all material respects without any known violation or conflict with any third party Intellectual Property, and, to the Company's and its Subsidiaries' knowledge, there are no rights of third parties to any such Intellectual Property owned by the Company and its Subsidiaries and none of the foregoing Intellectual Property rights owned or, licensed by the Company or any of its Subsidiaries is invalid or unenforceable, (ii) the Company has no knowledge of any infringement by it or any of its Subsidiaries of Intellectual Property rights of others, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company and its Subsidiaries infringe or otherwise violate any Intellectual Property rights of others, where such infringement or violation would have a Material Adverse Effect, (iii) the Company is not aware of any material infringement, misappropriation or violation by others of, or conflict by others with rights of the Company or any of its Subsidiaries with respect to, any Intellectual Property, (iv) there is no suit, proceeding or claim being made against the Company or any of its Subsidiaries or, to the knowledge of the Company and its Subsidiaries, any employee of the Company or any of its Subsidiaries, regarding Intellectual Property, challenging the Company's and its Subsidiaries' rights in or to any such Intellectual Property or alleging other infringement that would have a Material Adverse Effect and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim, (v) to the Company's knowledge, there is no third-party U.S. patent or published U.S. patent application that contains claims for which an "interference proceeding" (as defined in 35 U.S.C. § 135) has been commenced against any material patent or patent application described in the Prospectus as being owned by or licensed to the Company and (vi) the Company and its Subsidiaries have not received any notice of infringement with respect to any patent or any notice challenging the validity, scope or enforceability of any Intellectual Property owned by or licensed to the Company or any of its Subsidiaries, in each case the loss of which patent or Intellectual Property (or loss of rights thereto) would have a Material Adverse Effect. The Company and its Subsidiaries have taken all reasonable steps necessary to secure their interests in such Intellectual Property from their employees and contractors (including, but not limited to, assignments of such Intellectual Property from such employees and contractors) and to protect the confidentiality of all of their confidential information and trade secrets and that of third parties in their possession to the extent contractually required to do so.

(q) Insurance. The Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which the Company and the Subsidiaries are engaged, including, but not limited to, directors and officers insurance coverage in amount deemed prudent by the Company. Neither the Company nor any Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not result in a Material Adverse Effect.

(r) Transactions with Affiliates and Employees. Except as set forth in the SEC Reports, none of the officers or directors of the Company or any Subsidiary and, to the knowledge of the Company, none of the employees of the Company or any Subsidiary is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, providing for the borrowing of money from or lending of money to or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee, stockholder, member or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any stock option plan of the Company.

(s) Sarbanes-Oxley; Internal Accounting Controls. To the Company's knowledge, the Company and the Subsidiaries are in compliance in all material respects with any and all applicable requirements of the Sarbanes-Oxley Act of 2002, as amended, that are effective as of the date hereof, and any and all applicable rules and regulations promulgated by the Commission thereunder that are effective as of the date hereof and as of the Closing Date. The Company maintains a system of internal accounting controls designed to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that material information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. Except as set forth in the SEC Reports, the Company's certifying officers have evaluated the effectiveness of the disclosure controls and procedures of the Company as of the end of the period covered by the most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the internal control over financial reporting (as such term is defined in the Exchange Act) of the Company that have materially affected, or are reasonably likely to materially affect, the internal control over financial reporting of the Company.

(t) Certain Fees. Other than as set forth on Schedule 3.1(t), no brokerage or finder's fees or commissions are or will be payable by the Company or any Subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other Person with respect to the transactions contemplated by this Agreement or the other Transaction Documents. The Purchaser shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 3.1(t) that may be due in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

(u) Investment Company. The Company is not and immediately after receipt of payment for the Shares, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

(v) Registration Rights. Except as set forth in the SEC Reports, no Person has any right to cause the Company or any Subsidiary to effect the registration under the Securities Act of any securities of the Company or any Subsidiary that has not been satisfied or waived prior to the date hereof.

(w) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act, nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as disclosed in the SEC Reports, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. Except as set forth in the SEC Reports, the Company is in compliance with all such listing and maintenance requirements. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(x) Application of Takeover Protections. The Company and the Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable to the Purchaser as a result of the Purchaser and the Company fulfilling their obligations or exercising their rights under this Agreement, including without limitation as a result of the Company's issuance of the Shares and the Purchaser's ownership of the Shares.

(y) Exemption from Registration. Subject to, and in reliance on, the representations, warranties and covenants made herein by the Purchaser, the offer and sale of the Shares by the Company to the Purchaser in accordance with the terms and conditions of this Agreement is exempt from the registration requirements of the Securities Act pursuant to Section 4(a)(2) and/or Rule 506(b) of Regulation D.

(z) No General Solicitation or Advertising. Neither the Company, nor any of its Subsidiaries or Affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Shares.

(aa) No Integrated Offering. Assuming the accuracy of the Purchaser's representations and warranties set forth in Section 3.2, neither the Company, nor any of its controlled Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(bb) Indebtedness. The SEC Reports set forth as of the date hereof all outstanding secured and unsecured Indebtedness of the Company or any Subsidiary, or for which the Company or any Subsidiary has commitments. For the purposes of this Agreement, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $100,000 (other than trade accounts payable or accrued payroll liabilities incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business, and (z) the present value of any lease payments in excess of $100,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness, which defaults, individually or in the aggregate, would have a Material Adverse Effect.

(cc) Tax Status. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company and its Subsidiaries each (i) has made or filed all material United States federal, state and local income and all foreign income and franchise tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid all material taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations and (iii) has set aside on its books provision reasonably adequate for the payment of all material taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company or of any Subsidiary know of no basis for any such claim.

(dd) Foreign Corrupt Practices. Neither the Company nor any Subsidiary, nor to the knowledge of the Company or any Subsidiary, any agent or other person acting on behalf of the Company or any Subsidiary, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company or any Subsidiary (or made by any person acting on its behalf of which the Company is aware) which is in violation of law or (iv) violated in any material respect any provision of FCPA.

(ee) Accountants. The Company's accounting firm is BDO USA, P.C. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the fiscal year ending December 31, 2024.

(ff) No Disqualification Events. None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering contemplated hereby, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event.

(gg) Acknowledgment Regarding Purchaser's Purchase of Shares. The Company acknowledges and agrees that, to its knowledge, the Purchaser is acting solely in the capacity of an arm's length purchaser with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that, to its knowledge, the Purchaser is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any advice given by the Purchaser or its representatives or agents in connection with this Agreement and the transactions contemplated hereby is merely incidental to the Purchaser's purchase of the Shares. The Company further represents to the Purchaser that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the transactions contemplated hereby by the Company and its representatives.

(hh) Acknowledgment Regarding Purchaser's Trading Activity. Anything in this Agreement or elsewhere herein to the contrary notwithstanding (except for Section 3.2(f)), it is understood and acknowledged by the Company that: (i) the Purchaser has not been asked by the Company to agree, nor has the Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company, or "derivative" securities based on securities issued by the Company or to hold the Shares for any specified term; (ii) past or future open market or other transactions by the Purchaser, specifically including, without limitation, Short Sales or "derivative" transactions, before or after the closing of this or future private placement transactions, may negatively impact the market price of the Company's publicly-traded securities; (iii) the Purchaser, and counter-parties in "derivative" transactions to which the Purchaser is a party, directly or indirectly, presently may have a "short" position in the Common Stock; and (iv) the Purchaser shall not be deemed to have any affiliation with or control over any arm's length counter-party in any "derivative" transaction.

(ii) Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

(jj) Stock Option Plans. Each stock option granted by the Company under the Company's stock option plan was granted (i) in accordance with the terms of the Company's stock option plan and (ii) with an exercise price at least equal to the fair market value of the Common Stock on the date such stock option would be considered granted under GAAP and applicable law. No stock option granted under the Company's stock option plan has been backdated. The Company has not knowingly granted, and there is no and has been no Company policy or practice to knowingly grant, stock options prior to, or otherwise knowingly coordinate the grant of stock options with, the release or other public announcement of material information regarding the Company or its Subsidiaries or their financial results or prospects.

(kk) Export Controls and Sanctions. Neither the Company nor any Subsidiary has, in the past five years, violated Export Controls and Sanctions in any material respect. None of the Company, any Subsidiary of the Company, or any director, officer, agent, or employee of the Company or any Subsidiary is a Person with whom dealings are restricted or prohibited by any Export Controls and Sanctions.

(ll) U.S. Real Property Holding Corporation. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company shall so certify upon Purchaser's request.

(mm) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries is subject to the Bank Holding Company Act of 1956, as amended (the "BHCA") and to regulation by the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Neither the Company nor any of its Subsidiaries owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(nn) Money Laundering. The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder (collectively, the "Money Laundering Laws"), and no Action or Proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company or any Subsidiary, threatened.

3.2 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. The Purchaser is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) No Conflicts. The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of the Purchaser, (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Purchaser is a party, or (iii) result in a violation by the Purchaser of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations hereunder.

(c) Investment Purpose. The Purchaser is acquiring the Shares for its own account, for investment purposes and not with a view towards, or for resale in connection with, the public sale or distribution thereof, in violation of the Securities Act or any applicable state securities laws; provided, however, that by making the representations herein, the Purchaser does not agree, or make any representation or warranty, to hold any of the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with, or pursuant to, a registration statement or an applicable exemption under the Securities Act. The Purchaser has no present intention of distributing any of the Shares and has no agreement or understanding, directly or indirectly, with any Person to sell or distribute any of the Shares.

(d) Experience of Purchaser. The Purchaser, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of its decision to purchase Shares pursuant to this Agreement. The Purchaser has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate to make an informed investment decision with respect to its purchase of the Shares. The Purchaser understands that it (and not the Company) shall be responsible for its own tax liabilities that may arise as a result of this investment or the transactions contemplated by this Agreement.

(e) Access to Information. All materials relating to the business, financial condition, management and operations of the Company and materials relating to the offer and sale of the Shares which have been requested by the Purchaser have been furnished or otherwise made available to the Purchaser or its advisors, including, without limitation, the SEC Reports. The Purchaser has been afforded the opportunity to ask questions of and receive answers from representatives of the Company concerning the financial condition and business of the Company and other matters relating to an investment in the Shares.

(f) No Voting Agreements. The Purchaser is not a party to any agreement or arrangement, whether written or oral, between the Purchaser and any of the Company's stockholders as of the date hereof, regulating the management of the Company, the stockholders' rights in the Company, the transfer of shares in the Company, including any voting agreements, stockholder agreements or any other similar agreement, even if its title is different or has any other relations or agreements with any of the Company's stockholders, directors or officers.

(g) Brokers. No agent, broker, investment banker, person or firm acting in a similar capacity on behalf of or under the authority of the Purchaser is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, for which the Company or any of its Affiliates after the Closing could have any liabilities in connection with this Agreement, any of the transactions contemplated by this Agreement, or on account of any action taken by the Purchaser in connection with the transactions contemplated by this Agreement.

(h) Independent Advice. The Purchaser understands that nothing in this Agreement or any other materials presented by or on behalf of the Company to the Purchaser in connection with the purchase of the Shares constitutes legal, tax or investment advice.

(i) Accredited Investor Status. The Purchaser (i) is an "*accredited investor*" pursuant to Rule 501 of Regulation D under the Securities Act and has provided the Company with a duly executed Accredited Investor Questionnaire in the form attached hereto as Annex B, (ii) has not been organized, reorganized or recapitalized specifically for the purpose of investing in the Shares, (iii) understands that the Shares are being offered and sold to it in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws, and that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire the Shares, (iv) understands that its investment in the Shares involves a significant degree of risk, including a risk of total loss of the Purchaser's investment (provided that such acknowledgement in no way diminishes the representations, warranties and covenants made by the Company hereunder), and (v) understands that no governmental authority has passed upon or made any recommendation or endorsement of the Shares.

(j) Private Placement. The Purchaser acknowledges that the Shares are being offered in a transaction not involving a public offering within the meaning of the Securities Act and that the Shares have not been registered under the Securities Act. The Purchaser acknowledges that the Shares may not be, directly or indirectly, offered, resold, transferred, pledged or otherwise disposed of by the Purchaser (nor may the Purchaser solicit any offers to buy, purchase or otherwise acquire or take a pledge of any such Shares) in a transaction subject to the registration requirements of the Securities Act absent an effective registration statement under the Securities Act or an applicable exemption from the registration requirements of the Securities Act, including Rule 144 promulgated thereunder, and without compliance with any applicable state securities laws.

(k) No Rule 506 Disqualifying Activities. Neither the Purchaser nor any Person or entity with whom the Purchaser will share beneficial ownership of the Shares is subject to any of the "*Bad Actor*" disqualifications described in Rule 506(d)(1)(i)-(viii) under the Securities Act. The Purchaser has provided the Company with a duly executed Bad Actor Questionnaire in the form attached hereto as Annex C.

(l) Stock Legends. The Purchaser acknowledges that book-entry credits evidencing the Shares shall bear a restrictive legend substantially in the following form (and including related stock transfer instructions and record notations), in addition to any other legend required by law or the "blue sky" laws of any state:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, UNLESS SOLD PURSUANT TO: (1) RULE 144 UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (2) AN OPINION OF COUNSEL, IN A CUSTOMARY FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.

(m) Hart-Scott-Rodino Act. The Purchaser has determined, in good faith and in accordance with 16 C.F.R. § 801.10(c)(3), that the fair market value of the voting securities of the Company already held by the Purchaser, together with the purchase price of the Shares to be acquired by the Purchaser, is not greater than $119.5 million.

(n) Eligible End User. With respect to the Classification Request, each of the Purchaser and any Person that directly or indirectly holds 25 percent or more of the voting interest in the Purchaser (i) is not a "government end user" (within the meaning of 15 C.F.R. part 772) and (ii) has its "principal place of business" (within the meaning of the DPA) in Taiwan.

(o) No General Solicitation. The Purchaser is not purchasing or acquiring the Shares as a result of any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with the offer or sale of the Shares.

The Company acknowledges and agrees that neither the representations contained in this Section 3.2 nor any inquiries or other due diligence investigations conducted by or on behalf of the Purchaser shall modify, limit, amend or otherwise affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Document, or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby.

**ARTICLE IV.**
**OTHER AGREEMENTS OF THE PARTIES**

4.1 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of any Trading Market such that it would require stockholder approval prior to the closing of such other transaction unless such stockholder approval is obtained before the closing of such subsequent transaction.

4.2 Shareholder Rights Plan. No claim will be made or enforced by the Company or, with the consent of the Company, any other Person, that the Purchaser is an "Acquiring Person" under any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or similar anti-takeover plan or arrangement in effect or hereafter adopted by the Company, or that the Purchaser could be deemed to trigger the provisions of any such plan or arrangement, by virtue of receiving Shares under this Agreement or under any other agreement between the Company and the Purchaser.

4.3 Use of Proceeds. The Company shall use the net proceeds from the sale of the Shares hereunder for general corporate and working capital purposes and shall not use such proceeds (a) for the redemption of any Common Stock or Common Stock Equivalents, (b) for the settlement of any outstanding litigation, or (c) in violation of FCPA or Export Controls and Sanctions.

4.4 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Shares pursuant to this Agreement.

4.5 Legend Removal. In connection with any sale, assignment, transfer or other disposition of the Shares by the Purchaser pursuant to Rule 144 and upon the receipt of customary representation letters from the Purchaser and its broker in a form that are acceptable to the Company with respect to such sale, assignment, transfer or other disposition pursuant to Rule 144, if requested by the Purchaser by notice to the Company, the Company shall request, and take all commercially reasonable steps to facilitate, the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed pursuant to Rule 144 within two (2) Trading Days of receipt by the Company of the such customary representation letters from such Purchaser and its broker in acceptable form. The Company shall be responsible for the fees of its Transfer Agent, its legal counsel and all DTC fees associated with such legend removal. Any Shares for which the restricted security legend is removed pursuant to this Section 4.5 may be transferred by the Transfer Agent to the Purchaser's brokerage or custodian account through the Depositary Trust Company's Direct Registration System provided that the Purchaser provides the Transfer Agent with any required documentation.

4.6 Listing Status. For as long as the Purchaser holds any Shares, the Company shall use its best efforts to cause the Common Stock to remain listed or designated for quotation on the Trading Market and trading in the Common Stock not to be suspended by the Commission or the Trading Market.

4.7 Public Disclosure. Subject to the provisions of the Collaboration Agreement, the Purchaser and the Company shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement or the other Transaction Documents, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable law, court process or the rules and regulations of the Commission or any national securities exchange or national securities quotation system. The Purchaser and the Company agree that the initial press release to be issued with respect to the transactions contemplated by the Transaction Documents following the execution of this Agreement shall be in the form agreed to by the parties hereto (the "Announcement"), which Announcement will be included in the Company's Current Report on Form 8-K with respect to the entry into the Transaction Documents, including disclosure of the terms of the Transaction Documents and filing of the Transaction Documents as exhibits (with applicable redactions as permitted by applicable law and rules and regulations of the Commission). Notwithstanding the foregoing, this Section 4.7 shall not apply to (i) any disclosures with respect to the matters related to or contemplated by the Transaction Documents to the extent required by applicable law and/or the rules and regulations of the Commission or Nasdaq, including disclosures included in a submission or filing by the Company with the Commission (including any exhibits thereto, with applicable redactions as permitted by appliable law and the rules and regulations of the Commission) and (ii) any press release or other public statement made by the Company or the Purchaser (a) which is consistent with the Announcement or any disclosures made pursuant to subsection (i) of this sentence and does not contain any information relating to the transactions contemplated by the Transaction Documents that has not been previously announced or made public in accordance with the terms of this Agreement, (b) is made in the ordinary course of business and does not relate specifically to the transactions contemplated by the Transaction Documents or (c) is consistent with the terms and conditions of the Transaction Documents that are publicly disclosed by the Company or the Purchaser (without any violation of this Agreement). Notwithstanding the foregoing, this Section 4.7 shall not prohibit the disclosure of information concerning this Agreement or the other Transaction Documents in connection with any dispute between the parties hereto regarding this Agreement or the other Transaction Documents.

4.8 Lock-Up. From the Closing Date until the earlier of (a) the third ($3^{rd}$) anniversary of the Closing Date and (b) the termination of the Collaboration Agreement (such period, the "Lock-Up Period"), the Purchaser agrees that it will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to result in the disposition by the Purchaser or any controlled Affiliate of the Purchaser), directly or indirectly, any of the Shares. The Purchaser further agrees that it will not engage in any hedging activities with respect to the Shares during the Lock-Up Period.

4.9 BIS Clearance.

(a) Within two (2) Business Days of the date of this Agreement, the Company shall complete the registration form required to obtain its CIN on BIS's online portal, and promptly take any further steps required to obtain its CIN, such as verifying the email address provided by the Company on the registration form. The Company shall use commercially reasonable efforts to promptly obtain its CIN.

(b) The Company (i) shall submit the Classification Request within (A) twelve (12) Business Days of the date of this Agreement or (B) if the Company has not received its CIN from BIS within the timeframe described in (A), within four (4) Business Days of the Company's receipt of its CIN from BIS, and (ii) shall notify the Purchaser as soon as practicable after the submission. The Company shall keep the Purchaser reasonably informed of the development of the BIS Clearance and any material communication with BIS.

(c) If BIS holds the Classification Request without action and requests additional information from the Company, the Company shall provide such information to BIS within the timeframe specified in 15 C.F.R. § 740.17(d)(2)(iii). The Company shall use commercially reasonable efforts to secure BIS Clearance.

4.10 Board Observer and Confidentiality Agreement. The Company and the Purchaser each agree that, subject to the satisfaction of the conditions in Section 2.3 (other than Section 2.3(b)(iii) and Section 2.3(c)(vi)), immediately prior to the Closing on the Closing Date, the Company and the Purchaser shall execute and deliver the Board Observer and Confidentiality Agreement.

## ARTICLE V.
## MISCELLANEOUS

5.1 Termination. This Agreement may be terminated only as follows and prior to the Closing:

(a) By mutual written consent of the parties;

(b) By either party, if the BIS Clearance has not been obtained by December 31, 2025, which may be extended by mutual written consent of the parties;

(c) By the Purchaser, if the Company is in material breach of its representations, warranties or obligations under the Collaboration Agreement or this Agreement and such breach (if capable of being cured) is not cured within twenty (20) Trading Days of the Company being notified in writing thereof; provided that the Purchaser is not then in material breach of its representations, warranties or obligations under the Collaboration Agreement or this Agreement; and

(d) By the Company, if the Purchaser is in material breach of its representations, warranties or obligations under the Collaboration Agreement or this Agreement and such breach (if capable of being cured) is not cured within twenty (20) Trading Days of the Purchaser being notified in writing thereof; provided that the Company is not then in material breach of its representations, warranties or obligations under the Collaboration Agreement or this Agreement.

5.2 Effect of Termination. Any termination of this Agreement pursuant to Section 5.1(b), 5.1(c) or 5.1(d) shall be effective upon delivery of written notice thereof to the other party, specifying the provision hereof pursuant to which such termination is made, and this Agreement shall forthwith become null and void (other than this Article V, all of which shall survive the termination of this Agreement, with no liability on the part of the Purchaser or the Company in connection with this Agreement), except that no such termination shall relieve any party hereto from liability for damages to another party resulting from a knowing and intentional breach of any representation, warranty, covenant or agreement in this Agreement prior to the date of termination or from fraud.

5.3 Fees and Expenses. Except as expressly set forth in this Agreement to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by the Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Shares to the Purchaser and shall pay all expenses associated with clearing the Shares for sale under applicable state securities law and listing fees.

5.4 Entire Agreement. This Agreement, together with the exhibits and schedules hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.5 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the third (3rd) Trading Day following the date of mailing, if sent by internationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto.

5.6 Amendments; Waivers. This Agreement and any term hereof may be waived, modified, supplemented or amended only with the written consent of the Company and the Purchaser. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

5.7 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than by merger).

5.9 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.10 Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal Proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the New York Courts. Each party hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such New York Court, or that such Proceeding has been commenced in an improper or inconvenient venue. The Purchaser hereby irrevocably appoints Quanta Manufacturing Nashville LLC, with offices at 45275 Northport Court, Fremont, CA 94538 as its agent for service of process in any Proceeding and agrees that service of process in any such Proceeding may be made upon it at the office of such agent. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement (such address for notices to the Purchaser shall be to its agent of service at the address set forth in the immediately prior sentence) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

5.11 Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Shares for the applicable statute of limitations.

5.12 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, by other electronic signing created on an electronic platform (such as DocuSign) or by digital signing (such as Adobe Sign), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" or other electronic or digital signature page were an original thereof.

5.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.14 Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) this Agreement, whenever the Purchaser exercises a right, election, demand or option under this Agreement and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights, unless such rescission or withdrawal would materially prejudice the Company.

5.15 Replacement of Shares. If any certificate or instrument evidencing any Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Shares.

5.16 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Purchaser and the Company will be entitled to specific performance under this Agreement. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in this Agreement and hereby agree to waive and not to assert in any Action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.17 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to this Agreement or the Purchaser enforces or exercises its rights hereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.18 Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.19 Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise this Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in this Agreement shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

**RIGETTI COMPUTING, INC.**

By: /s/ Jeffrey Bertelsen
Name: Jeffrey Bertelsen
Title: Chief Financial Officer

Address for Notice:

Address:
Rigetti Computing, Inc.
775 Heinz Avenue
Berkeley, CA 94710
Attention: Legal
Email: [***]

With a copy to (which shall not constitute notice):

Hogan Lovells US LLP
390 Madison Avenue
New York, NY 10017
Attention: Rupa Briggs
Email: [***]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOR PURCHASER FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by its authorized signatory as of the date first indicated above.

Name of Purchaser: **QUANTA COMPUTER INC.**

*Signature of Authorized Signatory of Purchaser:*

Name: /s/ Barry Lam
Title: Chairman & CEO
Email: [***]

Address for Notice to Purchaser:

Quanta Computer Inc.
211, Wen Hwa 2nd Rd., Kueishan
Taoyuan 33377, Taiwan
Telephone: [***]
Attention: Chuping Chen
E-Mail: [***]

with a copy (for informational purposes only) to:

Davis Polk & Wardwell LLP
Address: 10th Floor, The Hong Kong Club Building
3A Chater Road, Hong Kong
Attention: James C. Lin
E-Mail: [***]

Annex A
Form of Board Observer and Confidentiality Agreement

*Attached.*

**BOARD OBSERVER AND CONFIDENTIALITY AGREEMENT**

This Board Observer and Confidentiality Agreement (this "**Agreement**"), dated as of [●], 2025, is entered into by and among Rigetti Computing, Inc., a Delaware corporation (the "**Company**"), Quanta Computer Inc., a Taiwan corporation ("**Investor**") and Henderson Hsieh (謝耀方).

**RECITALS**

WHEREAS, on February 27, 2025, the Company and Investor entered into that certain Securities Purchase Agreement (the "**Purchase Agreement**");

WHEREAS, on February 27, 2025, Rigetti & Co, LLC, a Delaware limited liability company and wholly-owned subsidiary of the Company, and Investor entered into that certain Collaboration Agreement (the "**Collaboration Agreement**" and, together with this Agreement and the Purchase Agreement, the "**Transaction Documents**"); and

WHEREAS, in connection with entry into the Transaction Documents, the board of directors of the Company (the "**Board**") has determined it to be in the best interests of the Company to provide Investor with certain non-voting observation rights in respect of the Board, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by each of the parties hereto, the parties, intending to be legally bound, agree as follows:

**AGREEMENT**

**1.** Board Observation Rights.

(a) The Company hereby grants Investor the option and right, exercisable by Investor delivering a written notice of such appointment to the Company (an "**Observer Notice**"), during the period commencing on the date hereof and ending immediately upon the termination of the Collaboration Agreement (such date, the "**Board Rights Termination Date**"), to appoint a single representative to attend the four regularly scheduled quarterly meetings of the Board that are customarily held in connection with the review of the Company's annual and quarterly reports with the Commission in an observer capacity (each, a "**Meeting**"). Each such Observer Notice shall remain effective until the earliest of (i) the date it is revoked in writing by Investor, (ii) the date on which Investor replaces it with a revised Observer Notice, and (iii) the Board Rights Termination Date. An Observer Notice shall be delivered to the Company prior to the Observer's attendance at any Meeting. The initial Observer shall be Henderson Hsieh (謝耀方). As a condition to any subsequent representative to be appointed by Investor pursuant to an Observer Notice to replace Henderson Hsieh (謝耀方) as Observer, prior to such representative becoming such replacement Observer, (i) the Company shall have the right to conduct a background check on such representative and take other actions as the Company deems necessary to ensure such representative is not prohibited by applicable law from serving as an observer of the Board and (ii) such representative shall sign a joinder to this Agreement in a form mutually agreeable to the Company and Investor (the initial Observer, and any subsequent representative appointed by Investor pursuant to an Observer Notice to serve as observer on the Board, are collectively referred to herein as the "**Observer**").

(b) Investor and the Observer each hereby acknowledge that, notwithstanding anything in this Agreement to the contrary, (i) the Observer's service is purely observant in nature, and the Observer shall not constitute a member of the Board, (ii) the Observer shall not be entitled to vote on, or consent to, any matters presented to the Board, (iii) the Observer shall not be entitled to receive any compensation or reimbursement of expenses in its capacity as the Observer, and (iv) the Observer shall not have, and shall not be deemed to have or otherwise be subject to, (A) any duties (fiduciary or otherwise) to the Company, any of its Subsidiaries or any of its or their respective stockholders or other equity holders or owners and (B) except as described in this Agreement, no obligations to the Company under this Agreement.

(c) Subject to the limitations set forth in Section 1(d), the Company shall (i) give the Observer notice of each Meeting at the same time and in the same manner as notice is given to the members of the Board, (ii) provide the Observer with copies of all written materials for such Meeting at the same time and in the same manner as such materials are furnished to the members of the Board, and (iii) provide the Observer with the same right to attend (whether in person or by telephone or other means of electronic communication as solely determined by the Observer) each such Meeting as is given to a member of the Board. Each of the Observer and Investor shall agree to maintain the confidentiality of all Confidential Information (as defined below) and proceedings of the Meetings and any materials provided for such Meeting and to comply with, and be bound by, in all respects, the terms and conditions of the confidentiality provisions set forth in this Agreement. Investor shall be responsible for any breach by the Observer of the confidentiality provisions in this Agreement and for the breach by any Permitted Recipient (as defined below) of their confidentiality obligations in this Agreement.

(d) Notwithstanding any rights to be granted or provided to the Observer hereunder, the Board may exclude the Observer from access to any material, Meeting or portion thereof: (i) if the Company reasonably believes that such exclusion is reasonably necessary to preserve the attorney-client privilege between the Company and its counsel, provided, however, that any such exclusion shall only apply to such portion of such material or Meeting which would be required to preserve such privilege; (ii) if such materials or discussions relate to the business or contractual relationship with Investor or its Affiliates and such exclusion is necessary to avoid a conflict of interest (provided, that this clause (ii) is not intended to, and will not, exclude the Observer from discussions or materials regarding the activities, products, operations and related matters undertaken pursuant to the Collaboration Agreement); (iii) if such materials or discussions would result in the disclosure of personally identifiable information, compensation-related information, competitively sensitive information or trade secrets to the Observer (other than trade secrets for which Investor would otherwise have access to in connection with the transactions contemplated by the Collaboration Agreement); or (iv) if such materials or discussions relate to a potential or actual transaction involving a Change of Control of the Company with Investor or a third party. In the event that the Observer or Investor has an actual or potential conflict of interest with respect to any matter under discussion or consideration by the Board, the Observer and Investor shall be required to disclose to the Board the existence of such conflict, in writing, and the Observer shall recuse himself or herself from such Meeting or portion thereof; provided, however, that, notwithstanding anything in this Agreement to the contrary, to the extent such conflict of interest is personal to such Observer, Investor shall have the right, upon delivery of written notice to the Company, to appoint a single substitute Observer to attend such Meeting or any subsequent Meeting (or the applicable portion thereof), and such notice shall not be deemed to be a revocation of any Observer Notice then in effect, *provided*, that the Company shall have the right to conduct a background check on any such substitute Observer and take other actions as the Company deems necessary to ensure such substitute Observer is not prohibited by applicable law from serving as an observer of the Board.

"**Affiliate**" means, with respect to a party, any person or entity that, at any time, directly or indirectly controls, is controlled by, or is under common control with such party, but only as long as such control exists, where "control" of an entity means ownership of more than fifty percent (50%) of the voting power of the outstanding voting stock or other equity interests in the entity or the power to otherwise direct the affairs of the entity.

"**Change of Control**" means the occurrence of one of the following, whether in a single transaction or a series of transactions:

(i) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) (other than the Company, its wholly-owned Subsidiaries or the employee benefit plans of the Company and its wholly-owned Subsidiaries) who files a Schedule TO or any schedule, form or report under the Exchange Act disclosing or with respect to whom it otherwise becomes known (through public disclosure or otherwise) to the Company that such person or group has become the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the total voting power of the outstanding voting stock of the Company, other than as a result of a transaction in which (1) the holders of securities that represented 100% of the outstanding voting stock of the Company immediately prior to such transaction are substantially the same as the holders of securities that represent 50% or more of the outstanding voting stock of the surviving Person or its Parent Entity immediately following such transaction and (2) the holders of securities that represented 100% of the outstanding voting stock of the Company immediately prior to such transaction own directly or indirectly voting stock of the surviving Person or its Parent Entity in substantially the same proportion to each other as immediately prior to such transaction;

(ii) the merger or consolidation of the Company with or into another Person or the merger of another Person with or into the Company, or the sale, transfer or lease of all or substantially all of the assets of the Company (determined on a consolidated basis), whether in a single transaction or a series of related transactions, to another Person, or any recapitalization, reclassification or other transaction in which all or substantially all of the Common Stock is or is entitled to be exchanged for or converted into cash, securities or other property, other than (1) a merger or consolidation transaction following which holders of securities that represented 100% of the voting stock of the Company immediately prior to such transaction own directly or indirectly (in substantially the same proportion to each other as immediately prior to such transaction, other than changes in proportionality as a result of any cash/stock election provided under the terms of the definitive agreement regarding such transaction) at least 50% of the voting stock of the surviving Person or Parent Entity in such merger or consolidation transaction immediately after such transaction, and (2) a sale, transfer or lease of all or substantially all of the assets of the Company to a Subsidiary or a Person that becomes a Subsidiary of the Company;

(iii) shares of Common Stock are not listed for trading on any Trading Market or cease to be traded in contemplation of a de-listing (other than as a result of a transaction described in clause (ii) above); or

(iv) the stockholders of the Company approve any plan or proposal for the liquidation or dissolution of the Company.

**2.** Subject to the limitations set forth in Section 3, all information disclosed by the Company to the Observer, whether in oral, written, graphic or electronic form, shall be deemed to be "**Confidential Information**." Investor and the Observer hereby specifically agree and acknowledge that, subject to the limitations set forth in Section 3, all information disclosed at a Meeting or in Board materials, or otherwise in connection with the Observer's role as an observer of the Board, is Confidential Information.

**3.** Confidential Information shall not include information that: (a) is now, or hereafter becomes, through no breach of this Agreement by Observer, generally known or available; (b) is known by the Observer or Investor at the time of the Observer's receiving such information; (c) is hereafter furnished to the Observer by a third party who was not under an obligation of confidentiality with the Company; or (d) is independently developed by the Observer without reference to or use of any Confidential Information.

**4.** The Observer shall maintain all Confidential Information strictly in confidence and shall not disclose any Confidential Information to any third party or use any Confidential Information for any purpose other than Investor's monitoring of its investment in the Company and activities in connection with the Collaboration Agreement; provided, that, the Observer shall be permitted to disclose Confidential Information to Investor and its directors, officers, advisors, agents and employees (the "**Permitted Recipients**") who (a) have a need to know such information and (b) are informed of the confidential nature of such information. Investor and the other Permitted Recipients shall keep such Confidential Information strictly confidential and shall not use the Confidential Information for any purpose other than monitoring Investor's investment in the Company and activities in connection with the Collaboration Agreement. The Observer may not record the proceedings of any Meeting by means of an electronic recording device. The Observer and Investor shall immediately notify the Company after such Person becomes aware of any unauthorized disclosure of any Confidential Information caused by the Observer or any Permitted Recipient.

**5.** Notwithstanding any other provision of this Agreement to the contrary, disclosure of Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body of competent jurisdiction or is otherwise required by law or regulation; provided, however, that, to the extent legally permissible, the Observer shall first have given notice to the Company and, at the Company's request and expense, shall cooperate with the Company's efforts to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law or regulation required or to seek other confidential treatment of such information.

**6.** No rights or licenses to trademarks, inventions, copyrights, patents or any other intellectual property rights are implied or granted under this Agreement.

**7.** All Confidential Information (including all copies or reproductions thereof) shall at all times remain the property of the Company and shall be returned to the Company or destroyed upon request of the Company, *provided, however*, that each of Investor and the Permitted Recipients may retain any electronic or written copies of Confidential Information as may be: (i) stored on its electronic records or storage system resulting from automated back-up systems; (ii) required by law, other regulatory requirements, or internal document retention policies; or (iii) contained in board presentations or minutes of board meetings of the Investor.

**8.** THE COMPANY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY EACH OF THE OBSERVER AND INVESTOR AT ITS OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**9.** This Agreement shall automatically terminate on the Board Rights Termination Date; provided that the Observer's and Investor's confidentiality obligations under this Agreement, including Section 4, shall survive termination or expiration of the Agreement for a period of three (3) years and Section 12 shall survive termination or expiration of the Agreement pursuant to its terms.

**10.** The Company, on the one hand, Investor and the Observer, on the other hand, each hereby acknowledge and agree that the breach of this Agreement would result in irreparable injury such that no remedy at law would adequately protect or appropriately compensate for such injury. Accordingly, the parties hereto each agree that the non-breaching party shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the non-breaching party may have.

**11.** Investor and the Observer each hereby acknowledge and agree that it may receive material non-public information of the Company in connection with the matters under this Agreement. Investor and the Observer hereby acknowledge that each is familiar with its responsibilities under the United States securities laws relating to restrictions on trading in securities of an issuer while in possession of material non-public information, and restrictions on sharing such information with other persons who may engage in such trading; and each of the Investor and Observer agree that they will not violate those restrictions. Investor agrees that it will advise any Permitted Recipients of the matters in the foregoing sentence. The Company has delivered to each of Investor and the Observer a copy of the Company's Insider Trading Policy.

**12.** During the term of this Agreement and for a period of twelve (12) months following expiration or termination of this Agreement, the Investor, Observer or any Permitted Recipient ("**Soliciting Party**") shall not, and shall ensure that its Affiliates do not, without the written consent of the Company, directly or indirectly (a) solicit for employment any employee of the Company or its Affiliates who at any time during the term of this Agreement was in direct communication with any one or more employees of the Soliciting Party relating to the activities under this Agreement (each, a "**Covered Employee**") or (b) encourage or take any other action which is intended to induce or encourage any Covered Employee to terminate, resign or otherwise cease such employee's employment relations with the Company or its Affiliates; provided, however, that the foregoing shall not restrict or prevent the Soliciting Party or its Affiliates from soliciting, offering employment to or hiring any person (y) who responds to a general advertisement or similar notice in newspapers, trade publications, websites, recruiting services or other media that is not targeted specifically at one or more of the Covered Employees or (z) any Covered Employee whose employment with the Company has been terminated at least 90 days prior to the commencement of any employment discussion with the Soliciting Party (without breach of this Section 12 by the Soliciting Party).

**13.** This Agreement may not be amended or supplemented except by a written instrument signed by the parties hereto, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the party granting such waiver. The waiver from time to time by the Company of any of its rights or the Company's failure to exercise any remedy shall not operate or be construed as a continuing waiver of same or of any other of the Company's rights or remedies provided in this Agreement.

**14.** The rights described in this Agreement are non-assignable. The confidentiality, return or destruction of materials provisions hereof shall survive termination of this Agreement.

**15.** All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each party agrees that all legal actions, claims, suits, investigations or proceedings (including, without limitation, an informal investigation or partial proceeding, such as a deposition) (each a "**Proceeding**"), whether commenced or threatened in writing concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the jurisdiction of the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, then any federal court of the United States of America sitting in the State of Delaware ("**Delaware Courts**"). Each party hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any Proceeding, any claim that it is not personally subject to the jurisdiction of any such Delaware Court, or that such Proceeding has been commenced in an improper or inconvenient venue. Investor and the Observer each hereby irrevocably appoints Quanta Manufacturing Nashville LLC, with offices at 45275 Northport Court, Fremont, CA 94538 as its agent for service of process in any Proceeding and agrees that service of process in any such Proceeding may be made upon it at the office of such agent. Each party hereby irrevocably waives personal service of process and consents to process being served in any such Proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement (such address for notices to the Investor and Observer shall be to its agent of service at the address set forth in the immediately prior sentence) and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**16.** Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement, *mutatis mutandis*, except that notices to Observer shall be delivered to address or email addresses set forth below, in the same manner as the notices delivered pursuant to Section 5.5 of the Purchase Agreement:

If to Observer: Quanta Computer Inc.
211, Wen Hwa 2nd Rd., Kueishan
Taoyuan 33377, Taiwan
Attention: Henderson Hsieh (謝耀方)
Email: [***]

**17.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**18.** If any provision hereof should be held invalid, illegal or unenforceable in any respect, then, to the fullest extent permitted by law, (i) all other provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties as nearly as may be possible and (ii) the parties shall use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of such provision(s) in this Agreement.

***

**In Witness Whereof**, the parties have executed this Board Observer and Confidentiality Agreement as of the date first above written.

**Rigetti Computing, Inc.**

By: _____
Name: Jeffrey Bertelsen
Title: Chief Financial Officer

**Quanta Computer Inc.**

By: _____
Name: Barry Lam
Title: Chairman & CEO

**Observer:**

_____
Henderson Hsieh (謝耀方)

[Signature Page to Board Observer and Confidentiality Agreement]

Annex B
Form of Accredited Investor Questionnaire

*Attached.*

Annex C
Form of Bad Actor Questionnaire

*Attached.*

**Exhibit 99.1**

**Rigetti Computing Announces Strategic Collaboration Agreement with Quanta Computer to Accelerate Development and Commercialization of Superconducting Quantum Computing**

Berkeley, CA, February 27, 2025 (GLOBE NEWSWIRE) -- Rigetti Computing, Inc. (Nasdaq: RGTI) ("Rigetti" or the "Company"), a pioneer in full-stack quantum-classical computing, today announced that it has entered into a strategic collaboration agreement with Quanta Computer Inc., ("Quanta", TWSE: 2382.TW) a Taiwan-based Global Fortune 500 company and the global leader of computer server manufacturing, to accelerate the development and commercialization of superconducting quantum computing.

The companies have committed to investing more than $100 million each over the next five years, with both sides focusing on their complementary strengths to develop superconducting quantum computing technologies. In addition, Quanta will invest $35 million and purchase shares of Rigetti, subject to regulatory clearance.

The quantum computing industry is poised to experience rapid growth in the next 5 years, with increasing commercial interest and the market expected to reach $1-2 billion/year by 2030[1]. Of the quantum computing modalities, superconducting qubits are proven to have many advantages over ion trap and neutral atoms, including fast gate speeds and well-established manufacturing techniques from the semiconductor industry.

"Quanta's investment in Rigetti will strengthen our leadership in this flourishing market. Our companies' complementary strengths -- Rigetti as a pioneer in superconducting quantum technology, with open, modular architecture enabling incorporation of innovative solutions across different parts of the stack easily, and Quanta as the world's leading notebook/server manufacturer with $43 billion in annual sales -- will help to put us at the forefront of the quantum computing industry," says Dr. Subodh Kulkarni, Rigetti CEO.

[1] *"Quantum Computing On Track to Create Up to $850 Billion of Economic Value By 2040," BCG, July 18, 2024*

**About Rigetti**

Rigetti is a pioneer in full-stack quantum computing. The Company has operated quantum computers over the cloud since 2017 and serves global enterprise, government, and research clients through its Rigetti Quantum Cloud Services platform. In 2021, Rigetti began selling on-premises quantum computing systems with qubit counts between 24 and 84 qubits, supporting national laboratories and quantum computing centers. Rigetti's 9-qubit Novera QPU was introduced in 2023 supporting a broader R&D community with a high-performance, on-premises QPU designed to plug into a customer's existing cryogenic and control systems. The Company's proprietary quantum-classical infrastructure provides high-performance integration with public and private clouds for practical quantum computing. Rigetti has developed the industry's first multi-chip quantum processor for scalable quantum computing systems. The Company designs and manufactures its chips in-house at Fab-1, the industry's first dedicated and integrated quantum device manufacturing facility. Learn more at https://www.rigetti.com/.

**About Quanta Computer**

Quanta Computer Inc. is a Fortune Global 500 Company and a leader in worldwide notebook manufacturing, as well as a leading solution provider in cloud computing. Quanta provides innovative products with superior technology in information and communications, consumer electronics, cloud computing, smart home solutions, smart automobile solutions, smart healthcare, and AIoT, etc. Founded in 1988 and listed in TWSE since 1999, Quanta Computer is headquartered in Taiwan with manufacturing and service locations across Asia, Americas, and Europe, etc. FY2024 consolidated revenues for Quanta Computer amounted to US$43 billion with a workforce of approximately 60,000 employees worldwide. For further information, please visit Quanta Computer's website at www.quantatw.com.

**Rigetti Media Contact**

press@rigetti.com

**Cautionary Language and Forward-Looking Statements**

Certain statements in this communication may be considered "forward-looking statements" within the meaning of the federal securities laws, including statements with respect to the Company's future success and performance, including expectations with respect to timing of the development and commercialization of superconducting quantum computing; the expectation that Rigetti and Quanta will each invest more than $100 million over the next five years; expectations regarding Quanta's anticipated $35 million investment in the Company through a purchase of the Company's common stock; anticipated regulatory clearance; expectations regarding the advantages and impact of the strategic collaboration agreement with Quanta Computer on our operations, technology roadmap, milestones, and our position in the industry; anticipated market size of the quantum computing industry over the coming years; and the possibility that superconducting qubits will function better than ion trap and neutral atoms. These forward-looking statements are based upon estimates and assumptions that, while considered reasonable by the Company and its management, are inherently uncertain. Factors that may cause actual results to differ materially from current expectations include, but are not limited to: the Company's ability to achieve milestones, technological advancements, including with respect to its technology roadmap; the ability of the Company to obtain government contracts successfully and in a timely manner and the availability of government funding; the potential of quantum computing; the success of the Company's partnerships and collaborations, including the strategic collaboration with Quanta Computer; the Company's ability to accelerate its development of multiple generations of quantum processors; the outcome of any legal proceedings that may be instituted against the Company or others; the ability to maintain relationships with customers and suppliers and attract and retain management and key employees; costs related to operating as a public company; changes in applicable laws or regulations; the possibility that the Company may be adversely affected by other economic, business, or competitive factors; the Company's estimates of expenses and profitability; the evolution of the markets in which the Company competes; the ability of the Company to implement its strategic initiatives and expansion plans; the expected use of proceeds from the Company's past and future financings or other capital; the sufficiency of the Company's cash resources; unfavorable conditions in the Company's industry, the global economy or global supply chain, including rising inflation and interest rates, deteriorating international trade relations, political turmoil, natural catastrophes, warfare and terrorist attacks; and other risks and uncertainties set forth in the section entitled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in the Company's Annual Report on Form 10-K for the year ended December 31, 2023 and Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, and other documents filed by the Company from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and does not intend to update or revise these forward-looking statements other than as required by applicable law. The Company does not give any assurance that it will achieve its expectations.