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): September 4, 2026

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)	(I.R.S. 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 obligations 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 communication 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.

Rigetti Computing, Inc. (the "Company") previously announced that its wholly-owned subsidiary, Rigetti & Co, LLC ("Rigetti Sub"), had entered into a letter of intent with the United States Department of Commerce (the "Department") with respect to a proposed award under the U.S. CHIPS Act of 2022. On September 4, 2026 (the "Award Date"), Rigetti Sub entered into an Other Transaction Agreement (the "Other Transaction Agreement") with the Department, pursuant to which the Department agreed to provide Rigetti Sub funding in the amount of up to $100 million (the "Award") to accelerate superconducting quantum computing research and development. The Other Transaction Agreement contemplates that Rigetti Sub will pursue research and development activities related to three overall project tasks to address key technical challenges related to superconducting quantum computing: (i) compressing readout electronics into an integrated, miniaturized package, (ii) expanding cryogenic capacity by orders of magnitude using a new cryostat architecture, and (iii) developing the fabrication capabilities for high-connectivity chip architectures.

The Other Transaction Agreement commences on the Award Date and terminates on the earlier of (i) the date all of the milestones under the Other Transaction Agreement have been completed or (ii) the fifth anniversary of the Award Date, unless earlier terminated in accordance with the terms set forth in the Other Transaction Agreement (the "Period of Performance"). Rigetti Sub may request an amendment of the Other Transaction Agreement to extend the Period of Performance by submitting a request to the Department at least sixty calendar days prior to the expiration of the Period of Performance.

Under the Other Transaction Agreement, $43.9 million of the Award will be made available to Rigetti Sub on or as soon as practicable after the Award Date, and two subsequent tranches of $29.9 million and $26.2 million to be made available by the Department to Rigetti Sub if the Department determines to its satisfaction in its sole discretion that Rigetti Sub has achieved the milestones with respect to the tranche in accordance with the applicable success criteria and by the applicable milestone date for such tranche. If Rigetti Sub fails to complete any required project activity under the Other Transaction Agreement prior to the applicable required project activity date, subject to any applicable cure period and/or forbearance provisions, the Department may demand recovery of the aggregate amount of payments made to Rigetti Sub pursuant to the Other Transaction Agreement as a debt payable to the Department. In addition, Rigetti Sub is required to use the payments received under the Award solely to pay for eligible project costs in accordance with the Other Transaction Agreement. Rigetti Sub is required to make representations and warranties, as applicable, to the Department as of the Award Date and on each date on which a payment is made to Rigetti Sub under the Other Transaction Agreement with respect to the following: organization; corporate power and authority; authorization; no conflicts or consents; enforceability; financial statements; litigation; debarment or suspension; inverted domestic corporation status; and tax liability.

The Other Transaction Agreement provides for certain data and intellectual property rights, including U.S. government license rights, march-in rights and restrictions on transfer of intellectual property developed using funds from the Award; domestic control and production, including U.S.-ownership and manufacturing requirements; restrictions relating to foreign entities and national security, including with respect to business operations, investments, ownership and partnerships; and security requirements, including compliance and certification obligations and assessments. In addition, Rigetti Sub is subject to other compliance, reporting, and certification obligations under the Other Transaction Agreement, including with respect to the Davis-Bacon Act and applicable federal laws, Executive Orders and policies. The Other Transaction Agreement provides the Department with the right to demand recovery of the aggregate amount of payments made to Rigetti Sub as a debt payable to the Department for material non-compliance with security and domestic control and production requirements therein. In addition, the Department has the right to terminate the Other Transaction Agreement if there is a material failure on the part of Rigetti Sub to comply with the security and domestic control and production provisions, or any other provision of the Other Transaction Agreement determined by the Department to be material.

The Department may terminate the Other Transaction Agreement for convenience by providing sixty days' written notice to Rigetti Sub. If Rigetti Sub has completed each of the required project activities, it may terminate the Period of Performance for convenience by providing sixty days' prior written notice to the Department. If the Other Transaction Agreement is terminated for convenience by the Department prior to the latest required project activity date, the rights of the Department to demand recovery of the aggregate amount of payments made to Rigetti Sub pursuant to the Other Transaction Agreement will also terminate.

Securities Issuance Agreement

Under the Other Transaction Agreement, the Company is obligated to enter into a securities issuance agreement and consummate the issuance of $100 million in shares of common stock, par value $0.0001 (the "Common Stock"), of the Company to the Department.

As inducement for the Department to enter into the Other Transaction Agreement, on September 8, 2026, the Company entered into a Securities Issuance Agreement (the "Securities Issuance Agreement") with the Department pursuant to which the Company will issue to the Department 7,739,938 shares of the Company's common stock (the "Shares"). The Shares were issued at an implied issuance price of $12.92 per share. Among other items, the Securities Issuance Agreement provides for: (i) a restriction on merger or consolidation, or sale, transfer or lease of all or substantially all of the Company's property or assets, unless the successor, transferee or lessee party (other than the Company) expressly assumes the obligations of the Company under the Securities Issuance Agreement; (ii) a limitation on the number of Shares that the Department can transfer without prior written consent of the Company to the number of Shares equivalent to the amounts disbursed (and not returned) under the Award, (iii) a prohibition on transfers in a privately negotiated transaction to any competitor of the Company, (iv) certain resale shelf registration rights and piggyback registration rights in favor of the Department, (v) a covenant that the Department will not vote any Shares, except with respect to (A) certain matters that would or would have the effect of increasing or decreasing the aggregate number of authorized shares of Common Stock, increasing or decreasing the par value of the Common Stock, or altering or changing the powers, preferences, or special rights of the Common Stock so as to adversely affect the Common Stock and (B) any merger, consolidation or similar business combination involving the Company, and (vi) in the event the Department terminates the Other Transaction Agreement, the Company will have the right to repurchase from the Department, at an aggregate purchase price of $1.00, that number of Shares equivalent to the amount of the Award that had not been disbursed or returned.

The Securities Purchase Agreement contains customary representations and warranties of the Company. The issuance of the Shares to the Department is expected to occur on September 8, 2026.

The foregoing description of the Other Transaction Agreement and Securities Issuance Agreement are summaries and are qualified in their entirety by the text of the Other Transaction Agreement and Securities Issuance Agreement, copies of which are attached as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report on Form 8-K (this "Current Report") and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 above is incorporated by reference herein. The offer and sale of the Shares will be made in reliance upon an exemption from registration under the Securities Act of 1933 (the "Securities Act"), pursuant to Section 4(a)(2) thereof for a sale of securities in transactions not involving any public offering.

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 Regulation FD Disclosure.

On September 8, 2026, the Company issued a press release regarding entry into the Other Transaction Agreement. A copy of the press release is furnished as Exhibit 99.1 to this Current Report and is incorporated herein 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, except as expressly set forth by specific reference in such filing.

Cautionary Note Regarding Forward-Looking Statements

Certain statements in this Current Report and the exhibits hereto may be considered "forward-looking statements" within the meaning of the federal securities laws, including with respect to the Company's expectations regarding its future success and performance including expectations with respect to its research and development; achieving the aim of the three research and development projects being pursued under the Other Transaction Agreement; the Company's ability to receive funding amounts as contemplated by the Other Transaction Agreement, including the timeline for such funding; and the timing of the issuance of securities by the Company to the Department as part of the transaction. 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 issuance of securities to the Department pursuant to the transaction (including dilution to existing stockholders); the Company's ability to achieve milestones, technological advancements, including with respect to its technology roadmap; Company's ability to deliver products to customers in time or at all, including actions by customers, such as controls over their facilities and cancelling orders; 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; 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, military conflicts, 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, 2025 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 and other documents filed by the Company from time to time with the Securities and Exchange Commission. 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.

Item 8.01 Other Events.

The Company is providing the additional risk factors set forth below to supplement the risks described in "Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025 and the risks described in the Company's Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2026. The terms "we," "us," and "our" refers to Rigetti Computing, Inc. and its consolidated subsidiaries.

The execution of the Other Transaction Agreement and the Securities Issuance Agreement with the Department, the receipt of funding thereunder and the consummation of the related transactions are subject to a number of risks and uncertainties.

- **The timing and amount of funding under the Other Transaction Agreement is subject to the satisfaction of project milestones and other conditions to disbursement that we may not meet on the anticipated timeline or at all.** Disbursements of the Award amounts are conditioned on the achievement of specific milestones. There can be no assurance that we will achieve these milestones or satisfy the other conditions on the anticipated timeline or at all, and any failure to do so could delay or reduce the funding we expect to receive, result in the Department its right to recover previously disbursed amounts or give rise to termination rights under the Other Transaction Agreement.

- **The Department's equity interest in the Company and its broader role as a counterparty and regulator may limit our ability to pursue strategic transactions and may affect our relationships with customers, suppliers, partners and other counterparties.** The Department's status as a stockholder may subject us to additional regulations or restrictions, could create uncertainty for potential investors or business partners, and could limit our ability to secure future government grants or incentives from other governmental entities, whether domestic or foreign, or cause other governmental entities to seek similar equity arrangements as a condition of providing support.

- **The Other Transaction Agreement contains restrictions relating to foreign entities and national security that may limit our business activities and strategic flexibility.** We are subject to significant restrictions relating to foreign entities and national security, including with respect to business operations, investment, ownership, joint ventures, research partnerships and technology transfer with a foreign entity of concern, without the consent of the Department. These restrictions could limit our ability to pursue international partnerships, investments, or business opportunities and could adversely affect our competitive position in markets where foreign entities play a significant role.

- **U.S. Government has certain rights in intellectual property and data developed under the Other Transaction Agreement, including march-in rights, which could limit our ability to fully commercialize funded innovations**. Under the Other Transaction Agreement, the U.S. Government has license rights to inventions developed under the Award. In addition, the Department has march-in rights and a license to use certain project background intellectual property to the extent embedded in or necessary for the exercise of its rights with respect to the intellectual property developed under the Award. These government rights could limit our ability to exclusively commercialize innovations developed with government funding, and the exercise of march-in rights could result in competitors gaining access to our technology on commercially reasonable terms, which could adversely affect our competitive position and the value of our intellectual property.

- **The Other Transaction Agreement imposes extensive compliance, reporting, and certification obligations that will require administrative resources and could expose us to penalties for non-compliance.** Among other things, we are required to comply with the Davis-Bacon Act prevailing wage requirements, Executive Order requirements, and cybersecurity reporting obligations. We are subject to financial reporting, annual technical milestone status reports, patent reports, annual research security plan certifications, and annual third-party IT security assessments. Any failure to comply with these obligations could trigger remedies available to the Department, including withholding of payments, recovery of disbursed funds, suspension or debarment, or termination of the Other Transaction Agreement, any of which could have a material adverse effect on our business, prospects, financial condition, or results of operations.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1*+	Other Transaction Agreement, dated September 4, 2026, by and between Rigetti & Co, LLC and the United States Department of Commerce.
10.2+	Securities Issuance Agreement, dated September 8, 2026, by and between Rigetti Computing, Inc. and the United States Department of Commerce.
99.1	Press Release issued by Rigetti Computing, Inc. dated September 8, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain portions of this exhibit (indicated by asterisks) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.
+ Certain schedules, exhibits and attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish supplementally a copy of any omitted schedule, exhibit or attachment 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, exhibits or attachments so furnished.

SIGNATURES

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

Date: September 8, 2026	**RIGETTI COMPUTING, INC.**
	By: /s/ Jeffrey Bertelsen
	Jeffrey Bertelsen
	Chief Financial Officer

Exhibit 10.1

INFORMATION IN THIS EXHIBIT IDENTIFIED BY [***] IS CONFIDENTIAL AND HAS BEEN EXCLUDED PURSUANT TO ITEM 601(B)(10)(iv) OF REGULATION S-K BECAUSE IT IS BOTH NOT MATERIAL AND CUSTOMARILY AND ACTUALLY TREATED BY THE REGISTRANT AS PRIVATE OR CONFIDENTIAL.

OTHER TRANSACTION AGREEMENT

BETWEEN

Rigetti & Co, LLC

775 Heinz Avenue, Berkeley, CA 94710

AND

United States Department of Commerce

1401 Constitution Avenue, NW, Washington, DC 20230

CONCERNING

ADVANCED MICROELECTRONICS RESEARCH AND DEVELOPMENT IN THE U.S.

FAIN:	80NANB26T203
Award Amount:	$100,000,000
Authorities:	15 U.S.C. § 4656(c)(2)(A) 15 U.S.C. § 4659(a)(1)
Award Date:	September 4, 2026

Pursuant to the Authorities specified above, this Other Transaction Agreement is entered into as of the Award Date specified above, between Rigetti & Co, LLC (the "**Awardee**") and the U.S. Department of Commerce (the "**Department**").

RIGETTI & CO, LLC

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

UNITED STATES DEPARTMENT OF COMMERCE

By: /s/ Bill Frauenhofer
Name: Bill Frauenhofer
Title: Executive Director
Semiconductor Innovation and Investment

CONTENTS

ARTICLE I. GENERAL PROVISIONS

A. Authorities

This Agreement is entered into pursuant to Title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283)—Creating Helpful Incentives to Produce Semiconductors for America, as amended by the CHIPS Act of 2022 (Division A of Pub. L. 117-167) (collectively, the "**CHIPS Act**"). Pursuant to 15 U.S.C. § 4656(c)(1), the Secretary of Commerce, in collaboration with the Secretary of Defense, is directed to "establish a national semiconductor technology center to conduct research and prototyping of advanced semiconductor technology … to strengthen the economic competitiveness and security of the domestic supply chain." Pursuant to 15 U.S.C. § 4656(c)(1), the Secretary of Commerce may make financial assistance awards, including construction awards, in support of such national semiconductor technology center. Pursuant to 15 U.S.C. § 4656(d), the Secretary of Commerce may make financial assistance awards, including construction awards, to strengthen semiconductor advanced test, assembly, and packaging capability in the domestic ecosystem. Pursuant to 15 U.S.C. § 4659(a)(1), the Secretary of Commerce may enter into agreements, including contracts, grants and cooperative agreements, and other transactions, in carrying out the responsibilities of the Department under 15 U.S.C. §§ 4656(c)(1), (d).

On September 24, 2025, the National Institute of Standards and Technology ("**NIST**"), a bureau within the Department, announced it was soliciting proposals from eligible applicants for research, prototyping, and commercial solutions that advance microelectronics technology in the U.S. to be considered for funding by the CHIPS Research and Development Office ("**CRDO**") pursuant to the Broad Agency Announcement (2025-NIST-CHIPS-CRDO-01) (as amended, the "**BAA**"). On February 11, 2026, the Awardee submitted an application in response to the BAA. On May 20, 2026, the Department entered into a letter of intent with the Awardee with respect to the application. Pursuant to the BAA, this Agreement is entered into as of the date hereof for the purpose of application of a quantum technology for advanced microelectronics research and development. This Agreement is an other transaction pursuant to 15 U.S.C. § 4659(a)(1).

B. Rules of Interpretation; Definitions

The rules of interpretation set forth in Attachment 2 (**Rules of Interpretation; Definitions**), Article 1 shall apply to this Agreement. Capitalized terms used in this Agreement shall have the meanings set forth in this Agreement, including as set forth in Attachment 2 (**Rules of Interpretation; Definitions**), Article 2 and the other Attachments.

ARTICLE II. PROJECT

A. Scope

The scope of the project (the "**Project**") shall consist of the development of Intellectual Property and equipping the facilities at the Project Sites to address key technical challenges related to superconducting quantum computing, including (i) Research and Development Activities related to miniaturizing and integrating readout electronics and leveraging new, larger cryostat architectures, (ii) any Research and Development Activities performed at Project Sites or elsewhere in support of such activities in connection with the execution of any Milestone set forth in Attachment 1 (**Statement of Work**), and (iii) any other Research and Development Activities related to the foregoing as may be agreed to by the Department and the Awardee in writing.

B. Project Plans

The Awardee shall carry out the Project in accordance with the Approved Budget Plan, the CVDP Plan, the Data Management Plan, the IP Management Plan, the Research Security Plan, the Technical Plan, and the Technology Control Plan (collectively, the "**Project Plans**").

C. Milestones

1. The Awardee shall achieve each Milestone, to the satisfaction of the Department in its sole discretion, on or prior to the Milestone Date. Promptly and no later than thirty (30) days after completion of all Milestones related to a Tranche, the Awardee shall provide the Department with supporting documentation, and any additional information requested by the Department, evidencing completion of such Milestones. The Department shall notify the Awardee after making a determination that the Awardee has achieved such Milestones to the satisfaction of the Department.

2. If the Awardee fails to complete any Required Project Activity prior to the applicable Required Project Activity Date, subject to any applicable cure period and/or forbearance provisions set forth in Article X (Non-Compliance with Agreement), the Department may demand recovery of the aggregate amount of payments made to the Awardee pursuant to this Agreement as a debt payable to the Department in a manner to be determined and notified by the Department to the Awardee.

D. Period of Performance

The period of performance of this Agreement shall commence on the Award Date and terminate on the earlier of (i) the date all of the Milestones have been completed or (ii) the fifth (5^{th}) anniversary of the Award Date, unless earlier terminated in accordance with Article XI.A (the "**Period of Performance**"). The Awardee may request an amendment of this Agreement to extend the Period of Performance by submitting a request to the Department at least sixty (60) days prior to the expiration of the Period of Performance, and the Department shall not unreasonably withhold its consent to such amendment.

ARTICLE III. FINANCIAL REQUIREMENTS

A. Award Amount

The amount of the Award shall be up to $100,000,000.

B. ASAP Payments; Funding Tranches

1. The Department shall make payments to the Awardee by making such funds available for withdrawal through the Automated Standard Application for Payments system ("**ASAP**") of the U.S. Department of the Treasury's Bureau of the Fiscal Service at the request of the Awardee. Any amounts withdrawn from ASAP by the Awardee shall be deposited into an interest-bearing account maintained in the United States. The Awardee shall expend or apply payments on Eligible Project Costs (including reimbursement of Eligible Project Costs previously incurred by the Awardee in connection with the Project) within thirty (30) days of withdrawal from ASAP. The Awardee shall return any payments to ASAP that have not been so expended or applied within thirty (30) days of withdrawal from ASAP. Such returns shall be completed by the account bank via the Automated Clearing House network ("**ACH**") or a Fedwire Funds Service payment ("**FEDWIRE**"). Instructions for returning payments to ASAP can be obtained from the Department. Additional information is available at: https://www.fiscal.treasury.gov/asap/.

2. The Department shall make the first Tranche of funding available to the Awardee, as set forth in Article III.B.1 above, in the amount of $43,900,000 (the "**Award Date Tranche**") on or as soon as practicable after (a) the Award Date and (b) the execution and delivery of the Other Transaction Agreement Action Sheet obligating funds under this Agreement in an amount equal to $100,000,000.

3. If the Awardee achieves certain Milestones, in accordance with the applicable success criteria and by the applicable Milestone Date, to the Department's satisfaction, the Department shall make additional Tranches of funding available to the Awardee, as set forth in Article III.B.1 above, as follows:

a. after the Department determines that the Awardee has achieved each of the Tranche 1 Milestones, $29,900,000 ("**Tranche 1**"); and

b. after the Department determines that the Awardee has achieved each of the Tranche 2 Milestones, $26,200,000 ("**Tranche 2**").

4. The Awardee may request a subsequent Tranche of funding be made available on any date that it has reasonably determined that the Milestones applicable to such Tranche have been achieved by providing written notice and evidence of their completion to the Department for its review.

5. The Awardee may retain up to $500 per year of interest earned on any payments on deposit in an interest-bearing account to use for permissible expenses. Any annual interest earned in excess of $500 on such payments shall be promptly returned to the Department via the Department of Health and Human Services Payment Management System ("**PMS**") via ACH or FEDWIRE. Instructions for returning interest to PMS are available at: https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

6. Notwithstanding anything to the contrary, the Department shall not be required to make payments to the Awardee in excess of the aggregate amount of funds obligated by the Department under this Agreement.

7. The Awardee shall provide advance notice to the Department at least ten (10) Business Days prior to any withdrawal of available funds from ASAP in excess of $50,000,000.

C. Eligible Project Costs

The Awardee shall use the payments of Federal funds received under the Award solely to pay the following costs associated with the Project ("**Eligible Project Costs**") consistent in all material respects with the Approved Budget Plan:

1. any Research and Development Activities necessary to achieve any Milestone;

2. any device development and production necessary to achieve any Milestone;

3. any analyses, preparation, or development efforts needed for the Activities of the Project to transition to commercially viable, domestically produced products or services;

4. any equipment installation or outfitting of equipment necessary to achieve any Milestone;

5. any applicable workforce education and training activities relevant to the Project;

6. any costs incurred to protect innovations developed under this Agreement, including costs incurred to protect patents; and

7. any activities undertaken pursuant to Attachment 4 (**Security**); and

8. other costs specifically identified in the Approved Budget Plan (including reimbursement of any Approved Pre-Award Costs).

provided, however, that any Federal funds provided to the Awardee pursuant to this Agreement may not (i) be used to purchase FEOC Equipment (unless specifically approved by the Department in writing) or (ii) be provided to a Foreign Entity of Concern.

D. Financial Records

The Awardee shall maintain adequate records to account for all funding under this Agreement. The Awardee shall establish and maintain, or the Issuer shall establish and maintain on behalf of the Awardee, accounting and internal control systems that provide for appropriate monitoring of the Award to ensure that all payments are expended on Eligible Project Costs. The Awardee shall notify the Department immediately upon the occurrence of any deficiencies with respect to such systems.

E. Audits; Site Visits

1. The Awardee shall obtain an annual audit consistent with the objectives of 2 C.F.R. §§ 200.501, 200.514, and Generally Accepted Government Auditing Standards covering the Award issued under this Agreement and matters specific to the CRDO program. The Awardee shall provide the Department with the results, findings, responses, and resolutions of the annual audit within thirty (30) days of receiving final audit results.

2. Until the third (3rd) anniversary of the expiration or termination of the Period of Performance, the Department, the Department's Office of Inspector General ("**OIG**"), and any other authorized Federal agency shall have access to and the right to audit and examine books and records of the Awardee. The Awardee shall provide the appropriate U.S. Government officials with direct access to sufficient books and records and other information of the Awardee, to ensure full accountability for all funding under this Agreement. Such access, audit, or examination shall be performed during business hours on Business Days upon ten (10) Business Days' prior written notice to the audited party and shall be subject to the security requirements of the audited party.

3. The Department may conduct site visits at any Project Site during the Period of Performance with at least five (5) Business Days' advance written notice. Such site visits shall be performed during business hours on Business Days and shall be subject to the security requirements of the Awardee.

ARTICLE IV. DELIVERABLES

A. Award Date Deliverables

As of the Award Date, the Awardee shall have delivered the following documents to the Department, each of which shall be in form and substance satisfactory to the Department:

1. this Agreement;

2. the Covered Individual List;

3. the Approved Budget Plan;

4. the CVDP Plan;

5. the Data Management Plan;

6. the IP Management Plan;

7. the Research Security Plan;

8. the Technical Plan; and

9. the Technology Control Plan.

B. Post-Award Date Deliverables

As soon as practical after the Award Date (and in no event more than four (4) Business Days thereafter without the Department's consent), the Closing (as such term is defined in the Securities Issuance Agreement) shall be consummated and the Awardee shall have delivered the following documents to the Department, each of which shall be in form and substance satisfactory to the Department:

1. the Securities Issuance Agreement, between the Issuer and the Department, substantially in the form attached to this Agreement;

2. each of the closing deliverables specified in Section 1.2 of the Securities Issuance Agreement; and

3. a legal opinion from Hogan Lovells Cadwalader US LLP, counsel for each of the Awardee and the Issuer, addressed to the Department and in form and substance satisfactory to the Department.

C. Project Plans

The Awardee shall comply with the Project Plan requirements set forth in Attachment 7 (**Project Plans; Reporting Requirements**).

D. Reporting Requirements

The Awardee shall comply with the reporting requirements set forth in Attachment 7 (**Project Plans; Reporting Requirements**).

ARTICLE V. REPRESENTATIONS AND WARRANTIES

The Awardee makes each of the following representations and warranties to and in favor of the Department as of (a) the Award Date; and (b) each Payment Date, as applicable, except as such representations and warranties are expressly made as to an earlier date:

A. Organization

The Awardee (a) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware; (b) is duly qualified to do business in the state where any Project Site is located and in each other jurisdiction where the failure to so qualify could reasonably be expected to have a Material Adverse Effect; and (c) has all requisite power and authority to (i) own or hold under lease and operate the property it purports to own or hold under lease; (ii) carry on its business as now being conducted and as proposed to be conducted in respect of the Project; and (iii) execute, deliver, perform and observe the terms and conditions of each of the Award Documents to which it is a party.

B. Authorization; No Conflict

The Awardee has duly authorized, executed and delivered the Award Documents to which it is a party, and neither its execution and delivery thereof, nor its consummation of the transactions contemplated hereby or thereby nor its compliance with the terms of this Agreement or any other Award Document (a) contravenes its organizational documents or any applicable laws in any material respects; (b) contravenes or results in any breach or constitutes any default under any material governmental judgment; (c) contravenes or results in any breach or constitutes any default under any material agreement or instrument to which it is a party; or (d) requires the consent or approval of any person other than any consents or approvals that have been obtained and are in full force and effect.

C. Legality; Validity; Enforceability

Each Award Document to which the Awardee is (or will be when executed) a party constitutes a legal, valid and binding obligation of the Awardee, enforceable against the Awardee in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other applicable laws affecting creditors' rights generally and by general principles of equity.

D. Financial Statements

Each of the financial statements of the Issuer and its subsidiaries (including Awardee) on a consolidated basis delivered to the Department pursuant to the BAA (i) is complete and correct, has been prepared in accordance with GAAP, and presents fairly, in all material respects, the financial condition of the Awardee or the Issuer as of the respective dates of the financial statements for the respective periods covered therein; and (ii) reflects all liabilities or obligations of the Awardee or the Issuer and other information of any nature whatsoever for the period to which such financial statements relate and that are required to be disclosed in accordance with GAAP. Since the date of delivery of such financial statements, or the respective date of such financial statements, whichever is earlier, neither the Awardee nor the Issuer has incurred or assumed any liabilities or obligations that would be required to be disclosed in accordance with GAAP, except to the extent such liabilities or obligations have been disclosed to the Department in writing.

E. Litigation

There is no pending or, to the Awardee's knowledge, documented threatened action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration at law or in equity, or before or by any governmental authority, domestic or foreign or other regulatory body or any arbitrator that relates to: (a) the legality, validity or enforceability of any Award Document or any transaction contemplated thereby; or (b) has had, or could reasonably be expected to have, a Material Adverse Effect.

F. Debarment and Suspension

The Awardee, the Issuer, and their affiliates have not been debarred, suspended, or otherwise excluded from receiving an award by the U.S. Government or otherwise prohibited by Executive Order or law from receiving an award from the U.S. Government.

G. Inverted Domestic Corporation Status

The Awardee is not a foreign incorporated entity that is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395(b)) or a subsidiary of such an entity.

H. Tax Liability

To the best of the Awardee's knowledge and belief, the Awardee, the Issuer, and their affiliates have filed all Federal tax returns required during the preceding three (3) years, have not been convicted of a criminal offense under the Internal Revenue Code of 1986, and have not been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

ARTICLE VI. PROGRAM REQUIREMENTS

1. The Awardee shall comply with the Intellectual Property requirements set forth in Attachment 3 (**Intellectual Property**).

2. The Awardee shall comply with the security requirements set forth in Attachment 4 (**Security**).

3. The Awardee shall comply with the requirements relating to domestic control and production of Intellectual Property set forth in Attachment 5 (**Domestic Control and Production**).

4. The Awardee shall comply with the Davis-Bacon Act requirements set forth in Attachment 6 (**Davis-Bacon Act Requirements**).

ARTICLE VII. [RESERVED].

ARTICLE VIII. COMPLIANCE WITH APPLICABLE LAWS AND EXECUTIVE ORDERS

A. Compliance with Applicable Laws

The Awardee shall comply with and conduct and manage its business, operations, assets, equipment, property, leaseholds, and the Project in compliance with:

1. the CHIPS Act;

2. the Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.);

3. 18 U.S.C. § 287 (criminal false statements);

4. 18 U.S.C. § 1001 (false statements);

5. the Civil False Claims Act (31 U.S.C. §§ 3729 - 3733);

6. the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) in all material respects;

7. all applicable federal labor and employment laws, including Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq*.), the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq.*) and the National Labor Relations Act (29 U.S.C. § 151 *et seq*.) in all material respects;

8. all applicable Sanctions and Export Control Laws in all respects, except for any actual or potential violations of Export Control Laws that involve only unintentional minor, technical infractions, which either (A) were voluntarily self-disclosed to the Department's Bureau of Industry and Security within sixty (60) days of the Awardee becoming aware of the violation, and, within sixty (60) days of disclosure resulted in the issuance of a warning or no action letter by Department's Bureau of Industry and Security; or (B) otherwise could not reasonably be expected to give rise to an enforcement action, or the imposition of any fine or penalty by any governmental authority; and

9. without limiting the obligation to comply with the preceding laws, all other U.S. federal and state applicable laws in all material respects.

B. Compliance with Executive Orders

1. This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025) (the "**Executive Order**"). By accepting this Award and expending Federal funds thereunder, the Awardee:

    a. agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of Title 31 of the United States Code;

    b. certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws; and

    c. further certifies to the Department that it does not participate in any illegal preferences, mandates, policies, programs, activities, guidance, regulations, enforcement actions, consent orders, and requirements, that violate any applicable federal anti-discrimination laws.

2. The Awardee must actively monitor its administration of this Agreement to ensure that its activities do not violate the requirements of this Agreement, including this Article VIII.B. At any time during the Period of Performance of this Agreement, if the Awardee believes that any of the activities in its approved scope of work may be inconsistent with the policies outlined in the Executive Order, the Awardee has an affirmative duty to immediately stop work on those potentially inconsistent activities and immediately contact the Department to determine whether the potentially inconsistent activities may proceed under this Agreement. The performance of activities that violate or that are otherwise inconsistent with requirements under the Executive Order will result in appropriate enforcement action, including the disallowance of costs and possible termination of a portion or all of this Agreement.

ARTICLE IX. OTHER REQUIREMENTS

A. Lobbying Restrictions

The Awardee shall not use federal funds received from this Agreement for lobbying the executive or legislative branches of the U.S. Government. The Awardee additionally shall disclose to the Department any registrations under the Lobbying Disclosure Act (2 U.S.C. §§ 1601 et seq.) or the Foreign Agents Registration Act (22 U.S.C. §§ 611 et seq.) related to the Project that is the subject of this Agreement.

B. Whistleblower Protections

The provisions of this Agreement are consistent with and do not supersede, conflict with, or otherwise alter the obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this Agreement and are controlling. The Awardee shall timely disclose, in writing to the Department and/or the OIG, whenever, in connection with this Agreement, the Awardee has credible evidence that a principal, employee, agent, or entity has committed a violation of (1) federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations (see Title 18 of the United States Code) or (2) the civil False Claims Act (see 31 U.S.C. §§ 3729-3733). The Awardee may also report allegations of fraud, waste, and abuse to the OIG through https://www.oig.doc.gov/Pages/Hotline.aspx.

C. Government Furnished Information/Property

No U.S. Government furnished information or property will be provided upon execution of this Agreement. In the event U.S. Government information and/or property is required to facilitate performance of this Agreement, the U.S. Government may provide U.S. Government information (information created, collected, processed, or disseminated by or for the U.S. Government) and U.S. Government property (material, equipment, special tooling, special test equipment, and real property) as applicable and appropriate.

D. Publication Requirements

To the extent feasible and consistent with law, agency mission, resource constraints, and U.S. national, homeland, and economic security, the Awardee shall promote the deposit of scientific data arising from unclassified Fundamental Research, funded wholly or in part by the Department, except for Standard Reference Data, as defined in 15 U.S.C. § 290a and data subject to trade secret protection, free of charge in publicly accessible databases. Subject to the same conditions and constraints listed above, the Awardee, to the extent feasible, shall make freely available to the public, in publicly accessible repositories, all peer-reviewed scholarly publications arising from unclassified research funded wholly or in part under this Agreement.

E. Federal Award Performance and Integrity Information

In accordance with section 872 of Pub. L. 110-417 (as amended; see 41 U.S.C. § 2313), if the total value of the Awardee’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the Period of Performance of this Agreement, then the Awardee shall be responsible for maintaining the currency of information reported to the System of Award Management (SAM) about certain civil, criminal, or administrative proceedings involving the Awardee.

F. Federally Funded Transportation

If the Awardee requests payment of expenses for air travel in connection with the Agreement, such air travel shall be on a U.S. flag certified air carrier in compliance with 49 U.S.C. § 40118, unless (1) a bilateral or multilateral agreement with the United States otherwise exists permitting flying on a foreign-flag carrier pursuant to 49 U.S.C. § 40118(b), (2) air travel on a U.S. flag certified air carrier between locations outside of the United States is not reasonably available, or (3) air travel on a U.S. flag certified air carrier between the United States and a location outside of the United States is not available.

G. Debarment and Suspension

The Awardee shall comply with the Office of Management and Budget's guidelines on Debarment and Suspension contained in subparts A, B, C, and I of 2 C.F.R. Part 180, and the Department's related policies and procedures contained in Subpart C of 2 C.F.R. Part 1326.

ARTICLE X. NON-COMPLIANCE WITH AGREEMENT

A. Remedies

Upon the Awardee's failure to comply with any terms of any Award Document, the Department may exercise one or more of the remedies set forth below:

1. providing written notice specifying the nature and extent of any non-compliance and requiring the Awardee to remedy the same, in accordance with a Corrective Action Plan or otherwise;

2. imposing additional award conditions designed to remedy the non-compliance without the consent of the Awardee;

3. temporarily withholding or suspending any requested payment, pending satisfactory implementation of any Corrective Action Plan, as determined by the Department in its sole discretion;

4. changing the payment method of the Award in Article III.B (**ASAP Payments; Funding Tranches**) to reimbursement only;

5. solely with respect to a failure to comply with the provisions of Article III.C (**Eligible Project Costs**), disallowing project costs found not to be Eligible Project Costs and/or to the extent these costs have already been paid for with Award funds, establishing a payment obligation to the Department equal to the disallowed amount;

6. initiating suspension or debarment proceedings with respect to the Awardee;

7. solely with respect to a material failure to comply with the provisions of Attachment 4 (**Security**) or Attachment 5 (**Domestic Control and Production**) other than Article 3.6, the Department may demand recovery of the aggregate amount of payments made to the Awardee pursuant to this Agreement as a debt payable to the Department in a manner to be determined and notified by the Department to the Awardee;

8. with respect to a material failure to comply with the provisions of Attachment 4 (**Security**) or Attachment 5 (**Domestic Control and Production**), or any other provision of this Agreement determined by the Department to be material, terminating this Agreement; and

9. such other remedies as may be available at law or equity.

B. Cure Period

Notwithstanding the foregoing, if such failure (A)(1) arises from a failure, including due to the scientific infeasibility, of the Awardee to meet any Milestone on or prior to the relevant Milestone Date relating to such Milestone or to complete a Required Project Activity by the Required Project Activity Date, or (2) could not reasonably be expected to have a Material Adverse Effect, and (B) is capable of being remedied, then the Department shall forbear from exercising such remedies, including under Article II.C.2 (**Milestones**) (other than the remedies set forth in Article X.A.1 and X.A.3) during the cure period ending on the later of (x) the sixtieth (60th) day following the Awardee obtaining knowledge of such failure, (y) the date set forth in an Awardee corrective action plan in form and substance satisfactory to the Department ("**Corrective Action Plan**"), it being agreed that if such failure is remedied during such cure period, pursuant to the terms set forth in any applicable Corrective Action Plan or any manner otherwise satisfactory to the Department, then no additional remedies will be taken due to the occurrence of such failure to comply, and (z) in the case of failure of the Awardee to timely meet any Milestone, the expiration of the Period of Performance so long as the Department determines the Awardee is acting in good faith to achieve such Milestone. For the avoidance of doubt, any failure of the Awardee to meet a Milestone on or prior to the relevant Milestone Date shall be considered capable of being remedied hereunder, and shall be deemed remedied if the applicable Milestone is met prior to the expiration of the cure period.

C. Miscellaneous

For the avoidance of doubt, the Department shall not, as a result of any exercise of remedies pursuant to this Article X, forfeit any securities issued to the Department.

Any determination made by the Department pursuant to this Agreement or any other Award Document shall be determined at the discretion of the Department, provided that the Department shall not unlawfully withhold or unreasonably delay a decision, nor act in an arbitrary or capricious manner, abuse its discretion, or otherwise fail to act in accordance with the law. Failure to timely address any non-compliance during the applicable cure period or pursuant to any applicable Corrective Action Plan shall be conclusively deemed material hereunder.

ARTICLE XI. MISCELLANEOUS PROVISIONS

A. Termination Rights

1. The Department may terminate this Agreement for convenience by providing sixty (60) days' written notice to the Awardee. If the Awardee has completed each of the Required Project Activities, the Awardee may terminate the Period of Performance for convenience by providing sixty (60) days' prior written notice to the Department. For the avoidance of doubt, in the event that this Agreement is terminated for convenience by the Department prior to the latest Required Project Activity Date, the rights of the Department under Article II.C.2 to demand recovery of the aggregate amount of payments made to the Awardee pursuant to this Agreement shall also terminate and have no further force or effect.

2. Upon termination of this Agreement by the Department or termination of the Period of Performance by the Awardee:

    a. any Data developed under this Agreement as of the termination date shall be disposed of in accordance with the provisions set forth in Article 3 (**Data Rights**) of Attachment 3 (**Intellectual Property**);

    b. the Department will provide instructions to the Awardee in connection with administrative matters and to facilitate timely closeout of the Award and the Agreement, including for the purposes of determining in good faith a settlement of all final claims of the Awardee for Eligible Project Costs under this Agreement incurred prior to the effective date of such termination, it being understood that the Awardee shall not be unreasonably required to bear unreimbursed bona fide Eligible Project Costs incurred in accordance with this Agreement prior to such termination;

    c. any expenses incurred by the Awardee related to termination or closeout activities shall be funded from payments made under this Agreement; and

    d. the Department will de-obligate any remaining Federal funds obligated in connection with the Award not expended in accordance with this Agreement.

3. For the avoidance of doubt, the Department shall not, as a result of any termination of this Agreement pursuant to this Article XI.A, forfeit or otherwise be obligated to sell, transfer, convey, or otherwise dispose of the securities or any Shares issued as of the date of such termination except in accordance with the terms set forth in Section 3.10 of the Securities Issuance Agreement.

B. Survival

The following provisions shall survive the Period of Performance:

1. Article III.E.2 (**Audits; Site Visits**);
2. Article III.B (**ASAP Payments**);
3. Article VI.1 (**Program Requirements**) and Attachment 3 (**Intellectual Property**);
4. Article VI.3 (**Program Requirements**) and Attachment 5 (**Domestic Control and Production**);
5. Article XI.A (**Termination Rights**);
6. Article XI.I (**Disputes**);
7. The obligation to deliver a final report pursuant to Article F in Attachment 7 (**Project Plans; Reporting Requirements**); and
8. Solely as applicable to the foregoing surviving provisions, Article X (**Non-Compliance With Agreement**).

For the avoidance of doubt, the Securities Documents shall survive the Period of Performance.

C. Agreement Administration

Administrative and contractual matters under this Agreement shall be referred to the representatives of the Parties identified on page 2 of the Other Transaction Agreement Action Sheet. Each Party may change its representatives identified on page 2 of the Other Transaction Agreement Action Sheet by written notification to the other Party.

D. Waivers and Amendments

1. Any waiver, consent or amendment to this Agreement shall not be effective until executed in writing by the Parties; provided, however, that the Department may unilaterally waive any Awardee requirement or obligation in this Agreement by executing a waiver or consent and delivering it to the Awardee.
2. In the event the Awardee wishes to request a waiver or amendment of any provision of this Agreement (including an amendment to replace a specified Milestone with an alternative milestone), the Awardee shall submit a waiver or amendment request to the Department with supporting justification, including the technical, budget, and timeline impact of the proposed waiver or amendment on the Project, as appropriate.
3. If the Awardee requests an amendment to modify a Milestone and has submitted evidence satisfactory in form and substance to the Department that (a) the Milestone to be replaced is scientifically infeasible or technologically impracticable (except when due to circumstances within the Awardee's reasonable control or matters known by the Awardee prior to the Award Date), and (b) the proposed modified Milestone demonstrates equivalent, or otherwise satisfactory to the Department, scientific or technical progress toward the objectives of the Project, the Department shall not unreasonably withhold its consent to such amendment.

E. No Assignments

The Awardee shall not assign or delegate any of its rights or obligations under this Agreement without the Department's prior written consent, such consent not to be unreasonably withheld. Any attempted assignment or delegation in violation of this Agreement shall be null and void ab initio.

F. Flow Down

1. The Awardee shall be responsible for ensuring each Subawardee complies with the terms of this Agreement, including by incorporating into Subawards and other applicable contracts equivalent provisions to carry out the following obligations:
    a. Article III.D (**Financial Records**) and III.E (**Audits; Site Visits**), it being understood and agreed that Subawardees need not conduct a separate annual audit to the audit described in Article III.E.1;

b. Article IV.C (**Project Plans**);

c. Article V.E (**Litigation**), V.F (**Debarment and Suspension**), V.G (**Inverted Domestic Corporation Status**), and V.H (**Tax Liability**); and

d. Articles VI (**Program Requirements**), VIII (**Compliance with Applicable Laws and Executive Orders**), and IX (**Other Requirements**) (with the exception of Article IX.D (**Publication Requirements**)).

2. With respect to Article VI (**Program Requirements**) and Attachment 4 (**Security**):

    a. Subawardees are only required to report Security-related Adverse Events that Attachment 4 (**Security**) specifically makes applicable to Subawardees;

    b. Subawardees are not required to conduct an Annual Third-Party IT Security Assessment as described in Attachment 4 (**Security**), Article 2.f.2; and

    c. For the disclosures described in Attachment 4 (**Security**), Articles 4 and 6, Subawardees are to disclose through the Awardee.

3. For the avoidance of doubt, in the event of a breach by a Subawardee that is not cured, the Department may exercise any remedies available to the Department pursuant to Article X (**Non-Compliance with this Agreement**) with respect to the Subawardee.

G. No Partnership

This Agreement is not intended to be, nor shall it be construed as, by implication or otherwise, a partnership, a corporation, or other business organization. This Agreement does not in any way create or constitute an agency relationship between the Department and the Awardee.

H. Federal Debt

1. The Awardee shall promptly pay any debts determined to be owed to the Department hereunder. Any funds paid to the Awardee in excess of the amount to which the Awardee is finally determined to be entitled under the terms hereof shall constitute a debt to the Department. The Department must collect all debts arising out of its Federal awards in accordance with the Standards for the Administrative Collection of Claims (31 C.F.R. Part 901).

2. The Department's debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 15 C.F.R. Part 19 and 31 U.S.C. § 3717, failure to pay a debt owed to the Department hereunder must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. The Department will transfer any Department debt that is delinquent for more than one hundred twenty (120) days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. The Department may also take further action as specified in DOC GT&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the Department may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

3. Interest will be assessed on the delinquent debt in accordance with the Debt Collection Improvement Act of 1996, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and in the Treasury Financial Manual Bulletin. The assessed rate must remain fixed for the duration of the indebtedness. Penalties will accrue at a rate of not more than six percent (6%) per year or such other higher rate as authorized by law. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Department, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

4. Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by the Department, the Department is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

5. Pursuant to 28 U.S.C. § 3201(e), unless waived by the Department, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the U.S. Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

I. Disputes

1. Any disagreement, claim, misunderstanding, request for waiver or modification, or dispute (collectively, a "**Dispute**") between the Parties concerning any question of fact or law arising from, or in connection with, this Agreement, irrespective of whether such Dispute concerns an alleged breach of this Agreement or interpretation of this Agreement, may be raised by either Party under this Article. No Party shall have the right to raise any matter as a Dispute arbitrarily or capriciously, or concerning a question of fact or law that has previously been raised as a Dispute.

2. If a Dispute arises, the Parties should first attempt to resolve the Dispute by informal discussion and mutual agreement as soon as practicable. If a Dispute is not resolved through discussion and mutual agreement, a Party should provide formal notification of a Dispute within sixty (60) days per Article XI.I.3 hereof. Failure of a Party to raise a Dispute within the sixty (60) day period shall not prejudice any judicial remedies available to such Party.

3. Upon failure to resolve a Dispute through discussion and mutual agreement of the Parties as described under Article XI.I.2 above, the aggrieved Party shall document the Dispute by notifying the other Party (the "**Responding Party**") in writing, documenting the relevant facts, identifying unresolved issues, specifying the clarification or remedy sought, and providing the rationale for why the clarification or remedy is appropriate (a "**Dispute Notice**"). Any notice of non-compliance delivered by the Department pursuant to Article X.A.1 shall be deemed to be a Dispute Notice for the purposes of this Article XI.I.

4. A Responding Party shall provide a written response (the "**Response**") to a Dispute Notice within sixty (60) days after receipt of the Dispute Notice. The Response shall identify which of the issues raised in the Dispute Notice is resolved or is not resolved, document the relevant facts, address each clarification or remedy sought by the aggrieved Party and provide the rationale for why the clarification or remedy is or is not appropriate.

5. In the event issues raised in a Dispute Notice remain unresolved after the Responding Party's Response, or in the event the Responding Party does not provide a timely Response under Article XI.I.4, the aggrieved Party may pursue any right or remedy under the Award Documents or under applicable law and in a court of competent jurisdiction.

6. During the pendency of any Dispute under this Article, each of the Department's remedies under Article X (other than the remedies set forth in Articles X.A.1 and X.A.3) shall be stayed.

J. Limitation of Liability

The Awardee will indemnify the Department and each of its officers, employees, attorneys and agents (each, an "**Indemnified Party**") from and against any liabilities, obligations, losses, damages, penalties, claims, judgments, lawsuits, costs and expenses (other than attorneys' costs and fees) for which an Indemnified Party may become responsible because of a claim asserted by a third party related to this Agreement, or the Project; provided that the Awardee shall not have any indemnification obligation hereunder to the extent the third party's claim is based solely on the conduct of the Department (and no other Party) or arises from the bad faith, gross negligence or willful misconduct of any Indemnified Party (as determined pursuant to a final, non-appealable judgment by a court of competent jurisdiction). In no event will the Awardee's total liability arising out of this Article XI.J exceed the total amount of the Award.

K. Integration; Counterparts

This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions among the Parties, whether oral or written with respect to the subject matter hereof. This Agreement and any waivers or amendments thereto may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.

L. Public Announcements

The Awardee shall, prior to the making thereof, coordinate with the Department with respect to any public announcement: (a) in connection with material developments in respect of the Project; and (b) that directly refers to the Award or the Award Document (including by submitting the full text of any proposed public statement to the Department for review and refraining from making any such public statement without the Department's prior written approval), other than any such statements that are, as may be determined by the Awardee or any affiliate thereof: (x) required by or to comply with applicable law or stock exchange rules or regulations; (y) made in connection with any action brought against the Awardee or any of its affiliates; or (z) that contain only information that has been previously publicly disclosed by the Awardee with the Department's prior approval.

M. Governing Law

This Agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the Awardee and the Department agrees (a) to submit to the exclusive general jurisdiction and venue of (i) the courts of the United States in the District of Columbia (including the U.S. Court of Federal Claims), (ii) the courts of the United States in the Southern District of New York and (iii) appellate courts from any of the foregoing, in each case for any civil action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby.

N. Waiver of Jury Trial

EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER AWARD DOCUMENTS. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

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ARTICLE XII. ATTACHMENTS

ATTACHMENT 1. STATEMENT OF WORK

The Project contemplates the performance of Research and Development Activities related to the three (3) overall project tasks described below, and the Milestones comprising each overall project task are listed under it. Funding for both the overall project tasks and the Milestones related to such tasks is detailed in the Approved Budget Plan. Prior to requesting a subsequent Tranche of funding, the Awardee must complete each of the Milestones associated with such Tranche. The Milestones below are generally numbered by reference to the Tranche to which they relate. For the avoidance of doubt, Milestone [***], Milestone [***], and Milestone [***] are not associated with a Tranche.

DEFINITIONS

"**Required Project Activity**" means: each of the following activities required to be completed in connection with the Project:

No.	Description of the Required Activity	Date
1	Awardee fabricates and tests non-reciprocal traveling wave parametric amplifier ("**TWPA**") design for integrated readout circuits.	[***]
2	Awardee delivers a 108-qubit integrated readout system, installs a 1 kilo-qubits refrigeration system, and validates the proposed 4K cooling configurations of the refrigeration system.	[***]

Any reference to a specific Required Project Activity may reference the number in the table above in the following manner: "Required Activity 1" or "Required Activity 2," etc.

"**Required Project Activity Date**" means: for any Required Project Activity, the corresponding date specified in the "Date" column in the definition of Required Project Activity.

"**Tranche 1 Milestones**" means: [***]

"**Tranche 2 Milestones**" means: [***]

OVERALL PROJECT TASK #1
Develop integrated cryogenic readouts with non-reciprocal elements ("**NRE**s"), TWPAs, and monolithic microwave integrated circuits ("**MMIC**s") to replace cascaded discrete modules for a scalable quantum system (i.e., 108 qubits and beyond).
[***]

OVERALL PROJECT TASK #2
Develop new cryostat architectures with high cooling power to cool large circuitry in two temperature ranges—4 Kelvin and 20 milli-Kelvin—and scaling a 36 qubits cooling system to a 108 qubits cooling system and beyond.
[***]

OVERALL PROJECT TASK #3
Develop high connectivity cap-chip consisting of low-loss multilayer routing to enable quantum low-density parity-check (“**qLDPC**”) coding for fault-tolerant computing.
[***]

ATTACHMENT 2. RULES OF INTERPRETATION; DEFINITIONS

Article 1. RULES OF INTERPRETATION

1. **Use of Or**. The word “or” is not exclusive.

2. **Change of Law**. Each reference to a law includes any amendment, supplement or modification and all regulations, rulings and other laws promulgated thereunder, including with respect to any successor law.

3. **Successors and Assigns**. A reference to a person includes its successors and permitted assigns.

4. **Including**. The words “include,” “includes” and “including” are not limiting and mean include, includes and including “without limitation,” “without limitation by specification” and “but not limited to.”

5. **Articles, Sections, Exhibits**. A reference in a document to an Article, Section, Exhibit, Schedule, Annex or Appendix is to the Article, Section, Exhibit, Schedule, Annex or Appendix of such document unless otherwise indicated.

6. **Attachments, Replacements, Amendments**. References to any document, instrument or agreement (a) shall include all exhibits, schedules, annexes and appendices thereto, and all exhibits, schedules, annexes or appendices to any document shall be deemed incorporated by reference in such document; (b) shall include all documents, instruments or agreements issued or executed in replacement thereof; and (c) shall mean such document, instrument or agreement, or replacement thereto, as amended, amended and restated, supplemented, or otherwise modified from time to time and in effect at any given time to the extent that any such amendment, amendment and restatement, supplement, or modification is permitted under the terms of such document, instrument or agreement.

7. **Periods and Time**. Unless otherwise specified, references to “days,” “weeks,” “months” and “years” shall mean calendar days, weeks, months and years, respectively. References to a time of day shall mean such time in Washington, D.C.

8. **Department Determinations**. Any determination made by the Department pursuant to this Agreement shall be determined at the discretion of the Department, provided that the Department shall not unlawfully withhold or unreasonably delay a decision, nor act in an arbitrary or capricious manner, abuse its discretion, or otherwise act not in accordance with the law.

9. **Ambiguities**. This Agreement and the Securities Documents are the result of negotiations and have been reviewed by each party and their respective counsel. Accordingly, they shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any party.

10. **Continuing Definitions**. With respect to any term that is defined by reference to any document, for purposes hereof, such term shall continue to have the original definition notwithstanding any termination, expiration or modification of such document.

11. **Headings**. The table of contents and article and section headings and other captions have been inserted as a matter of convenience for the purpose of reference only and do not limit or affect the meaning of the terms and provisions thereof.

12. **Accounting Terms**. All accounting terms not specifically defined shall be construed in accordance with GAAP.

13. **Reasonable Efforts**. The expression “reasonable efforts” and expressions of like import, when used in connection with an obligation of either Party, means taking in good faith and with due diligence commercially reasonable steps to achieve the objective and to perform the obligation, including doing what can reasonably be done in the circumstances taking into account each Party’s obligations hereunder to mitigate delays and additional costs to the other Party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances, where the whole of the benefit of the obligation and where all the results of taking such steps and efforts accrued solely to that person’s own benefit.

14. **Reasonableness**. The words “reasonable”, “reasonably”, “unreasonably”, and words of similar import, when applied to the Department’s satisfaction, acceptance, determination, consent, discretion or approval, take into account any special consideration affecting decisions of the Department in its capacity as a governmental entity or its responsibilities as such and are based on its policies, practices, and procedures, and law and regulations applicable to it.

15. **Conflict**. In the event of any inconsistency between the terms of any Award Document, the inconsistency shall be resolved by giving precedence in the following order: (1) this Agreement, (2) Attachments 1-8 to this Agreement with equal weight, (3) the Securities Issuance Agreement, and (4) the other Securities Documents with equal weight.

16. **Independence of Covenants**. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a breach hereunder if such action is taken or condition exists.

Article 2. DEFINITIONS

“**ACH**” means: as defined in Article III.B.

“**Activities**” means: in each case as may be performed under this Agreement, planning and management, Basic Research, Applied Research, Experimental Development, Demonstration Device development and production, commercial viability and domestic production activities, education and workforce development activities, the purchase and installation of equipment, prototyping activities, the repeatable demonstration and initial operation of such equipment and facilities, and other tasks Federally-funded in whole or in part under this Agreement undertaken to accomplish the Milestones. Research and Development Activities are a subset of Activities.

“**Agreement**” means: this Other Transaction Agreement, including Attachments 1-8, and the Other Transaction Agreement Action Sheet, which is expressly incorporated in and made a part of the Agreement.

“**Applied Research**” means: original investigation undertaken in order to acquire new knowledge. Applied research is, however, directed primarily towards a specific practical aim or objective.

“**Approved Budget Plan**” means: the Awardee’s budget plan for the Project, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

“**Approved Pre-Award Costs**” means: costs associated with the Project that (i) were incurred and paid by the Awardee on or after the date of the Letter of Intent between the Awardee and the Department and prior to the commencement of the Period of Performance, (ii) are reasonably identified as pre-award costs and set forth in the Approved Budget Plan and (iii) otherwise constitute Eligible Project Costs.

“**ASAP**” means: as defined in Article III.B.

“**Award**” means: the CHIPS award issued pursuant to this Agreement.

“**Award Date**” means: the date specified as the “Award Date” on the cover page of this Agreement.

“**Award Documents**” means: this Agreement and the Securities Documents.

“**BAA**” means: as defined in Article I.A.

“**Background IP**” means: all Intellectual Property, Intellectual Property rights, and other proprietary rights owned or licensed by the Awardee or Subawardee that are pre-existing or developed prior to the date of this Agreement and/or developed independently of the Award.

“**Basic Research**” means: experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts, including activities with broad or general applications in mind.

“**Business Day**” means: any day other than Saturday, Sunday or other day on which either the Department of the Treasury or the Federal Reserve Bank of New York is not open for business.

“**CHIPS Act**” means: as defined in Article I.A.

“**Competitor**” means: any current or prospective competitor of the Awardee that is reasonably identified in writing on the Awardee’s competitor list delivered to and approved by the Department; provided that if the Awardee delivers an updated competitor list to the Department and it fails to object within thirty (30) days, then the update to the competitor list will be deemed approved by the Department

“**Control**” means the power, directly or indirectly, to direct or cause the direction of the management or business or policies of a person (whether through the ownership of voting securities or partnership or other ownership interests, by contract, or otherwise).

“**Corrective Action Plan**” means: as defined in Article X.

“**Covered Individual**” means: consistent with 42 U.S.C. § 6605(d)(1), an individual who (1) contributes in a substantive, meaningful way to the scientific development or execution of a research and development project proposed to be carried out with a research and development award from a Federal Research Agency; and (2) is designated as a covered individual by the Department.

“**Covered Individual List**” means: a written list of Covered Individuals participating in the Research and Development Activities under this Agreement.

“**CVDP Plan**” means: the commercial viability and domestic production plan for the Project, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

“**Data**” means: recorded information, regardless of form or method of recording, including technical data, specifications, software, recorded trade secrets, recorded Know-How, and mask and maskless works. The term does not include information, unrelated to this Agreement, incidental to the Awardee’s internal contract administration, such as financial, administrative, cost or pricing, or management information.

“**Data Management Plan**” means: the data management plan for the Project, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

“**Demonstration Device**” means: the integration of Developed Technologies to create a functional and testable device.

“**Developed Technology**” means: any Technology developed under this Agreement. For the avoidance of doubt, Developed Technology does not include any related Technology that is developed outside the scope of this Agreement.

“**Domestic Entity**” means: an entity (a) organized under the laws of the United States or any jurisdiction within the United States and (b) having a principal place of business in the United States. The principal place of business means the place where an entity’s officers direct, control, and coordinate the entity’s activities. A Foreign Adversary is not a Domestic Entity.

“**Eligible Project Costs**” means: as defined in Article III.C.

“**Experimental Development**” means: creative and systematic work, drawing on knowledge gained from research and practical experience, which is directed at producing new products or processes or improving existing products or processes and which will result in gaining additional knowledge.

“**Export Control Laws**” means: any and all laws of the United States which have the purpose or effect of restricting or controlling the export, re-export, transfer of or access to controlled or sensitive information, commodities, software, technology or services between or within one or more countries or their nationals, including without limitation, the Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR).

“**Federal Research Agency**” means: consistent with 42 U.S.C. § 6605(d)(4), any Federal agency with an annual extramural research expenditure of over $100,000,000.

“**Federally-Funded IP**” means: any IP generated in the performance of the Project activities funded under the Award Documents.

“**FEDWIRE**” means: as defined in Article III.B.

“**FEOC Equipment**” means: any completed, fully assembled equipment for the fabrication, assembly, testing, advanced packaging, production, or research and development of semiconductors that externally transmits information and is manufactured or assembled by any Foreign Entity of Concern. For clarity, “completed, fully assembled equipment” as used in this definition means the state in which all (or substantially all) necessary parts, chambers, subsystems, and sub components have been put together, resulting in such equipment, and does not include any subsystem or subcomponent that enables, or is incorporated into or part of, any such equipment.

“**Foreign Adversary**” means: (i) any Foreign Entity of Concern, (ii) any Foreign Country of Concern, and (iii) any entity whose actions, policies, or personnel decisions are controlled by a Foreign Entity of Concern or Foreign Country of Concern.

“**Foreign Country of Concern**” or “**FCOC**” means: the same meaning given the term “foreign country of concern” under 15 U.S.C. § 4651(7) and 15 C.F.R. § 231.102.

“**Foreign Entity**” means: any entity that is not a Domestic Entity.

“**Foreign Entity of Concern**” or “**FEOC**” means: the same meaning given the term “foreign entity of concern” under 15 U.S.C. § 4651(8) and 15 C.F.R. § 231.104, provided that the definition of Foreign Entity in this Agreement shall apply.

“**Fundamental Research**” means: Basic Research, Applied Research, and Experimental Development in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community, as distinguished from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons.

"**GAAP**" means generally accepted accounting principles in the United States in effect from time to time including, where appropriate, generally accepted auditing standards, including the pronouncements and interpretations of appropriate accountancy administrative bodies (including the Financial Accounting Standards Board and any predecessor and successor thereto), applied on a consistent basis both as to classification of items and amounts.

"**Generally Accepted Government Auditing Standards**" means: the framework for conducting audits of government entities and programs as established by the Government Accountability Office and published in the Yellow Book (https://www.gao.gov/yellowbook).

"**Government Data Rights**" means: the rights to use, modify, reproduce, release, perform, display, or disclose Data, in whole or in part, within the U.S. Government for a Government Purpose; and, in the event the Department exercises its rights pursuant to Article 2.g (**March-in Rights**) of Attachment 3 (**Intellectual Property**), to release or disclose Data, in whole or in part, outside the U.S. Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that Data for any related purpose, including commercial purposes.

"**Government Purpose**" means: any activity, mission, function, operation, or endeavor that the U.S. Government authorizes or recognizes as within the scope of its legal authorities, but not (i) the sale or licensing of Subject Inventions or Data for a commercial purpose to a Competitor of the Awardee or the Awardee's subsidiaries or affiliates; or (ii) the manufacture, production, or commercialization of a Subject Invention or Data in competition with the Awardee or the Awardee's subsidiaries or affiliates.

"**Indemnified Party**" means: as defined in Article XI.J.

"**Intellectual Property**" or "**IP**" means: all intellectual property rights, whether registered or unregistered, that are recognized in any jurisdiction of the world, including rights in patents, utility models, trademarks and tradenames, service marks, copyrights, trade secrets, software, mask works, Know How (and any registrations of or applications to register any of the foregoing), and any Invention.

"**Invention**" means: any invention or discovery which is or may be patentable or otherwise protectable in any country in the world.

"**IP Management Plan**" means: the intellectual property rights management plan for the Project, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

"**Issuer**" means: Rigetti Computing, Inc., a Delaware corporation.

"**Know-How**" means: all information including, but not limited to, discoveries, formulas, materials, processes, ideas, approaches, concepts, techniques, methods, documentation, procedures, technical information, and specifications that are useful to the pursuit of execution of a process or activity.

"**Knowledge**" means: with respect to any Party, the actual knowledge of any officer, director, or beneficial owner of ten percent (10%) or more of equity interests that are not publicly traded securities, or other natural person (whether or not an employee) with executive responsibilities over such Party or who has practical control over such Party (each, a "**Principal Person**"), or any knowledge that should have been obtained by any Principal Person upon reasonable investigation and inquiry.

"**Made**" means: when relating to an Invention, the earlier of the conception or first actual reduction to practice of such Invention.

"**Material Adverse Effect**" means: as of any date of determination by the Department, a material and adverse effect on: (a) the Project; (b) the ability of the Awardee or the Issuer to observe and perform its material obligations or enforce its rights in a timely manner under any Award Document to which it is a party; (c) the business, operations, liabilities, condition (financial or otherwise) or property of the Awardee or the Issuer; (d) the validity or enforceability of any material provision of any Award Document; or (e) any material right or remedy of the Awardee, the Issuer or the Department under the Award Documents.

"**Milestone**" means: any milestone set forth in Attachment 1 (**Statement of Work**), as amended from time to time. Any reference to a specific Milestone may reference the number and letter set forth in the tables in Attachment 1 (**Statement of Work**) in the following manner: "Milestone 1.A" or "Milestone 2.B," etc.

"**Milestone Date**" means: for any Milestone, the corresponding date set forth in Attachment 1 (**Statement of Work**) specified as the "Milestone Date" for such Milestone, as may be extended by operation of the Awardee's cure rights set forth in Article X.B (**Non-Compliance with Agreement**) or otherwise amended from time to time.

"**Other Transaction Agreement Action Sheet**" means: the Other Transaction Agreement Action Sheet issued by the Department in respect of the amount of the Award and acknowledged by the Awardee.

"**Party**" means: each of the Department and the Awardee.

"**Payment Date**" means: a Business Day on which a payment is made to the Awardee pursuant to Article III.B.

"**Period of Performance**" means: as defined in Article II.D.

"**PMS**" means: as defined in Article III.B.

"**Practical Application**" means: to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the Invention is capable of being utilized and that its benefits are, to the extent permitted by law or U.S. Government regulations, and consistent with commercial practices generally accepted in the applicable industry, available to the public on reasonable terms.

"**Project**" means: as defined in Article II.A.

"**Project Background IP**" means: any Background IP (whether owned or licensed by the Awardee) necessary for the execution of the Project.

"**Project Plans**" means: as defined in Article II.B.

"**Project Site**" means: Awardee's existing facility located in Berkeley, California, together with any other location agreed to by the Department in writing.

"**Required Project Activity**" means: as defined in Attachment 1 (**Statement of Work**).

"**Required Project Activity Date**" means: as defined in Attachment 1 (**Statement of Work**).

"**Research and Development Activities**" means: in each case as may be performed under this Agreement, Basic Research, Applied Research, and Experimental Development, but excluding, for the avoidance of doubt, any construction.

"**Research Security Plan**" means: the research security plan for the Project, as described in Article 3 of Attachment 4 (**Security**) hereto, and as modified from time to time with the prior approval of the Department.

"**Sanctions**" means: any and all laws concerning or relating to economic, financial or trade sanctions, embargoes, or similar restrictive measures imposed, administered, enacted or enforced by a Sanctions Authority.

"**Sanctions Authority**" means: any agency, department, division or instrumentality of the United States Government, including the Office of Foreign Assets Control and the Bureau of Industry and Security.

"**Securities Documents**" means: the Securities Issuance Agreement.

"**Securities Issuance Agreement**" means: the securities issuance agreement, substantially in the form attached hereto as Attachment 8.

"**SMART**" means: the "Specific, Measurable, Achievable, Relevant, and Time-Bound" acronym used to describe goals, targets, or objectives.

"**Subaward**" means: any award of Federal funds received under the Award to any other person to perform any part of the Project, excluding any contracts for the purchase of goods or services.

"**Subawardee**" means: any person or entity that receives a Subaward, consistent with the standards articulated in 2 C.F.R. § 200.331.

"**Subject Invention**" means: any Invention of Federally-Funded IP conceived or first actually reduced to practice by the Awardee in the performance of Project activities.

"**Technical Plan**" means: the technical plan for the Project, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

"**Technology**" means: discoveries, innovations, Know-How, Data, and Inventions recognized under U.S. law as intellectual creations to which rights of ownership accrue, including, but not limited to, patents, trade secrets, and copyrights developed under this Agreement.

"**Technology Control Plan**" means: the plan to safeguard Technology against unauthorized export, transfer, or disclosure, as described in Article D of Attachment 7 (**Project Plans; Reporting Requirements**) hereto, and as modified from time to time with the prior approval of the Department.

"**Tranche**" means: any of the Award Date Tranche, Tranche 1, and Tranche 2.

"**Tranche 1**" means: as defined in Article III.B.

"**Tranche 2**" means: as defined in Article III.B.

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ATTACHMENT 3. INTELLECTUAL PROPERTY

Article 1. PROJECT BACKGROUND IP

1. During the Period of Performance, the Awardee shall retain sufficient right, title, and interest to all Project Background IP owned or licensed by it for so long as it is necessary for the execution of the Project. Except as otherwise expressly set forth in Article 2.h of this Attachment 3 (**Intellectual Property**), no rights to Background IP are granted under the terms of this Agreement.

2. During the Period of Performance, for any Project Background IP being introduced, included, or used during the course of Activities, Research and Development Activities, or other obligations undertaken pursuant to this Agreement, the Awardee shall identify and disclose such Project Background IP by providing to the Department a confidential written summary of the Project Background IP; provided that such confidential written summary shall identify any trade secrets that are Project Background IP through a high-level description of the relevant technical area (without disclosing the substance of any such trade secrets).

3. The Awardee certifies that to the best of the Awardee's knowledge as of the date of this Agreement, the Awardee has not granted licenses or options for licenses to Background IP or IP that may be developed under this Agreement that may impede Research and Development Activities funded by this Agreement or obligations set forth in this Agreement, including but not limited to the requirements of Attachment 5 (**Domestic Control and Production**). In the event the Awardee becomes aware of an impedance to its obligations under this Agreement due to licenses or options for licenses to Background IP or to future IP, the Awardee shall promptly provide notice to the Department and the Parties shall take efforts to identify any necessary mitigations or remedies to resolve the impediment.

4. During the Period of Performance, where feasible, for any additional Background IP that is not Project Background IP being introduced, included, or used during the course of Activities, Research and Development Activities, or other obligations undertaken pursuant to this Agreement, the Awardee may identify and disclose such Background IP by providing to the Department a confidential written summary of the Background IP. The decision to disclose Background IP that is not Project Background IP is at the discretion of the Awardee; provided, however, that any election by the Awardee not to disclose Background IP that is not Project Background IP shall not impact the Awardee's ownership or rights to, or be deemed to grant to U.S. Government or any departments, agencies, or instrumentalities thereof any rights to, such Background IP.

5. The Department agrees that it shall treat all disclosures of unpublished Background IP hereunder as confidential, shall not disclose such information to persons outside the U.S. Government without permission of the Awardee (unless required by law), and shall use reasonable efforts to protect such information from unauthorized use and disclosure.

Article 2. PATENT RIGHTS

a. Allocation of Principal Rights

1. Where applicable under this Agreement, the Awardee may elect to retain the entire right, title, and interest throughout the world to each Subject Invention consistent with the provisions of this Article.

2. With respect to any Subject Invention in which the Awardee retains title, the U.S. Government shall have a perpetual, nonexclusive, non-transferable (except for sublicenses of the Subject Invention to departments and agencies of the U.S. Government), irrevocable, royalty-free, fully paid-up, worldwide right and license to practice or have practiced on behalf of the United States the Subject Invention throughout the world for Government Purposes. For avoidance of doubt and except where the Department has exercised its rights under Article 2.g (**March-in Rights**) of this Attachment 3 (**Intellectual Property**), the Government will not (i) sell or license a Subject Invention for a commercial purpose to a Competitor of the Awardee or the Awardee's subsidiaries or affiliates; or (ii) manufacture, produce, or commercialize a Subject Invention in competition with the Awardee or the Awardee's subsidiaries or affiliates.

b. Invention Disclosure, Election of Title, and Filing of Patent Application

1. The Awardee shall disclose each Subject Invention to the Department within ninety (90) days after the inventor discloses it in writing to Awardee personnel responsible for patent matters. The disclosure to the Department shall be in the form of a written report and shall identify this Agreement and circumstances under which the Subject Invention was Made and the identity of the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the Invention. The disclosure shall also identify any publication, sale, or public use of the Subject Invention and whether a manuscript describing the Subject Invention has been submitted and/or accepted for publication at the time of disclosure.

2. Where applicable under this Agreement, the Awardee shall elect in writing whether or not to retain title to any such Subject Invention by notifying the Department within two (2) years of disclosure to the Department. If the Awardee elects to retain title, the Awardee may, in its sole discretion, determine whether to protect such Subject Invention through trade secret protection, patent protection, or other available protection. In any case where publication, sale, or public use has initiated the one (1) year statutory period wherein valid patent protection can still be obtained in the United States, the period for such notice may be shortened by the Department to a date that is no more than sixty (60) days prior to the end of the statutory period.

3. Where applicable under this Agreement, the Awardee shall file its initial patent application on a Subject Invention to which it elects to retain title within one (1) year after election of title or, if earlier, prior to the end of the statutory period wherein valid patent protection can be obtained in the United States after a publication, or sale, or public use. For more information on the timing of filing the initial patent application, please see 37 C.F.R. § 401.14(c)(3)(ii). The Awardee may elect to file patent applications in additional countries (including the European Patent Office and the Patent Cooperation Treaty) within either ten (10) months of the corresponding initial patent application or six (6) months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, where such filing has been prohibited by a Secrecy Order.

4. The Awardee shall notify the Department of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceedings on a patent (including administrative challenges and post-grant proceedings), in any country, not less than sixty (60) days before the expiration of the response period required by the relevant patent office.

5. Requests for extension of the time for disclosure election, and filing under this Article, may be granted at the Department's discretion after considering the circumstances of the Awardee and the overall effect of the extension.

6. The Awardee shall submit to the Department annual listings of Subject Inventions. Upon the expiration of the Period of Performance or earlier termination of this Agreement, the Awardee shall submit a comprehensive listing of all Subject Inventions identified during the course of the Period of Performance and the current status thereof.

c. Conditions When the Government May Obtain Title

Where applicable under this Agreement, upon the Department's written request, the Awardee shall convey title to any Subject Invention to the Department under any of the following conditions:

1. If the Awardee fails to disclose or elects not to retain title to the Subject Invention within the times specified in Article 2.b of this Attachment 3 (**Intellectual Property**);

2. For any Subject Invention for which the Awardee has indicated to the Department in writing that it intends to pursue patent protection (rather than trade secret protection or other available protection, in accordance with Article 2.b.2 of this Attachment 3 (**Intellectual Property**)), in those countries in which the Department specifically requests the filing of a patent application and the Awardee fails to file such patent application on or prior to the date that is one hundred eighty (180) days after receipt of such written request from the Department; or

3. For any Subject Invention for which the Awardee has indicated to the Department in writing that it intends to pursue patent protection(rather than trade secret protection or other available protection, in accordance with Article 2.b.2 of this Attachment 3 (**Intellectual Property**)), in any country in which the Department has specifically requested the filing of a patent application and the Awardee decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceedings on, a patent on a Subject Invention.

d. Minimum Rights to the Awardee and Protection of the Awardee's Right to File

1. Where applicable under this Agreement, the Awardee shall retain a nonexclusive, royalty-free license throughout the world in each Subject Invention to which the U.S. Government obtains title, except if the Awardee fails to disclose the Subject Invention within the times specified in Article 2.b of this Attachment 3 (**Intellectual Property**), and the Department does not grant any extension of time to disclose pursuant to Article 2.b.5 of this Attachment 3 (**Intellectual Property**), the Department may revoke such license. The Awardee's license extends to its domestic subsidiaries and affiliates, if any, and includes the right to grant licenses of the same scope to the extent that Awardee was legally obligated to do so on the Award Date. The license is transferable only with the approval of the Department, except when transferred to the successor of that part of the business to which the Subject Invention pertains. The Department approval for license transfer shall not be unreasonably withheld.

2. The Awardee's domestic license may be revoked or modified by the Department to the extent necessary to achieve expeditious Practical Application of the Subject Invention, but only after the Department complies with the applicable provisions of 37 C.F.R. Part 404. The Awardee's domestic license shall not be revoked in that field of use (elected by the Awardee and approved by the Department) or the geographical areas (elected by the Awardee and approved by the Department) in which the Awardee has achieved Practical Application and continues to make the benefits of the Subject Invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Department to the extent the Awardee, its licensees, or the subsidiaries or affiliates have failed to achieve Practical Application in that foreign country.

3. Where applicable under this Agreement, before revocation or amendment of the license, the Department shall furnish the Awardee a written notice of its intention to revoke or modify the license, and the Awardee shall be allowed thirty (30) days (or such other time as may be authorized for good cause shown) after the notice to show cause why the license should not be revoked or modified.

e. Action to Protect the Government's Interest

1. The Awardee agrees to execute or to have executed and promptly deliver to the Department all instruments necessary to (i) establish or confirm the rights the U.S. Government has throughout the world in those Subject Inventions to which the Awardee elects to retain title, and (ii) convey title to the Department when requested under Article 2.c of this Attachment 3 (**Intellectual Property**) and to assist the U.S. Government to obtain patent protection throughout the world in that Subject Invention.

2. The Awardee agrees to require by written agreement with its employees (other than clerical and non-technical employees) that such employees disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Awardee each Subject Invention Made under this Agreement in order that the Awardee can comply with the disclosure provisions of Article 2.b of this Attachment 3 (**Intellectual Property**), to (where required hereunder) assign to the Awardee the entire right, title, and interest in and to each Subject Invention Made under this Agreement, and to execute all papers necessary to file patent applications on Subject Inventions and to assist the U.S. Government in establishing its rights in the Subject Inventions hereunder. The Awardee shall instruct employees, through employee agreements or other suitable educational programs, on the importance of reporting Inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3. The Awardee shall include, within the specification of any United States patent application and any patent issuing thereon covering a Subject Invention, the following statement:

   "This Invention was Made with U.S. Government support under Agreement No. 80NANB26T203, awarded by the Department of Commerce. The U.S. Government has certain rights in the Invention."

f. Reporting on Utilization of Subject Inventions

1. The Awardee agrees to submit an annual report on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Awardee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Awardee, and such other Data and information as the agency may reasonably specify. The Awardee also agrees to provide additional reports as may be requested by the Department in connection with any march-in proceedings undertaken by the Department in accordance with Article 2.g of this Attachment 3 (**Intellectual Property**). The Department agrees it shall not disclose such information to persons outside the U.S. Government without permission of the Awardee, unless required by law.

2. All required reporting shall be accomplished, to the extent possible, using the iEdison reporting website: https://www.nist.gov/iedison. To the extent any such reporting cannot be carried out by use of iEdison, reports and communications shall be submitted to the Department, consistent with the requirements of Attachment 7 (**Project Plans; Reporting Requirements**).

g. March-in Rights

The Awardee agrees that, with respect to any Subject Invention in which the Awardee has retained title, the Department has the right to require the Awardee, an assignee, or exclusive licensee of a Subject Invention to promptly grant a perpetual, nonexclusive, irrevocable, royalty-free, transferrable (with rights to assign and sublicense same), fully paid-up, worldwide right and license to use, perform, execute, reproduce, make, have made, sell, offer to sell, and otherwise exploit any patented or patentable IP included in the Subject Invention, and if the Awardee, assignee, or exclusive licensee refuses such a request, or does not grant such license within fifteen (15) days from receipt of such request, the Department has the right to grant such a license itself if the Department determines that:

1. Such action is necessary because the Awardee or assignee has not taken, or is not using good faith efforts to take, effective steps, consistent with the intent of this Agreement, to achieve Practical Application of the Subject Invention in those countries in which the Awardee was not restricted from commercializing a Subject Invention pursuant to the terms of this Agreement or U.S. Government controls on the Subject Invention;

2. Such action is necessary to alleviate U.S. public health or national security needs which are not reasonably satisfied by the Awardee, assignee, or their licensees; or

3. Such action is necessary because the Awardee has violated the requirements of Attachment 5 (**Domestic Control and Production**).

Prior to the exercise of these rights, the Department shall: (i) provide the Awardee with a written notice of such determination; and (ii) permit the Awardee a period of at least thirty (30) days to cure the identified deficiency. The determination to exercise march-in rights shall be made by the Secretary of Commerce or the Secretary's designee.

h. Government Rights to Background IP

To the extent any Project Background IP is embedded in Subject Inventions or is otherwise necessary for the U.S. Government's exercise of the rights in and to Subject Inventions granted it under Article 2.g of this Attachment 3 (**Intellectual Property**), the Awardee hereby grants to the U.S. Government a perpetual, nonexclusive, irrevocable, royalty-free, sublicensable (in connection with a sublicense of the Subject Inventions only), fully paid-up, worldwide right and license to use, perform, execute, reproduce, make, have made, sell, offer to sell, and otherwise exploit any patented or patentable IP included in such Project Background IP, solely in connection with the Subject Inventions and solely to the extent needed to permit the U.S. Government to exercise its rights in the same pursuant to Article 2.g of this Attachment 3 (**Intellectual Property**).

i. Residual Intellectual Property Rights

The Awardee shall retain the entire right, title, and interest throughout the world to any Intellectual Property, Intellectual Property rights, and other proprietary rights, and any inventions, discoveries, ideas, concepts, works of authorship, software, algorithms, databases, documentation, designs, specifications, Know-How, trade secrets, trademarks, service marks, logos, domain names, trade names, and other creative, technical, or proprietary materials or subject matter, in any form or medium, generated under or pursuant to this Agreement and that does not qualify as a Subject Invention or Data hereunder.

Article 3. DATA RIGHTS

a. Allocation of Principal Rights

1. The Parties agree that in consideration for U.S. Government funding, the Awardee intends to reduce to Practical Application items, components, and processes associated with the Developed Technology under this Agreement.

2. With respect to Data generated under this Agreement, the U.S. Government shall have Government Data Rights. The Awardee retains its ownership interest in the Data generated under this Agreement.

3. With respect to Data delivered pursuant to Attachment 1 (**Statement of Work**), the Department shall receive rights as delineated in Article 3.a.2 of this Attachment 3 (**Intellectual Property**). Notwithstanding the provision in Article 3.a.4 of this Attachment 3 (**Intellectual Property**), the Awardee agrees, with respect to Data generated or developed under this Agreement that is reasonably necessary to achieve Practical Application of any Subject Invention, the Department may require delivery of such Data and receive rights as delineated in Article 3.a.2 of this Attachment 3 (**Intellectual Property**) for ten (10) years after completion or termination of this Agreement.

4. In the event the U.S. Government chooses to exercise its March-in Rights pursuant to Article 2.g of this Attachment 3 (**Intellectual Property**), the Awardee agrees, upon written request from the U.S. Government, to deliver at no additional cost to the U.S. Government all Data in the Awardee's possession or control reasonably necessary to achieve Practical Application within thirty (30) days from the date of the written request, provided that such time period shall be tolled during the pendency of any cure period pursuant to Article 2.g of this Attachment 3 (**Intellectual Property**). The U.S. Government shall retain rights as delineated in Article 3.a.2 of this Attachment 3 (**Intellectual Property**) to this delivered Data.

5. To the extent that any Data delivered pursuant to Article 3.a.4 of this Attachment 3 (**Intellectual Property**) is a Trade Secret, the Department will impose appropriate confidentiality measures to preserve such Trade Secret.

6. To facilitate any potential deliveries, the Awardee shall retain and maintain in good condition until ten (10) years after completion or termination of this Agreement all Data in the Awardee's possession or control reasonably necessary to achieve Practical Application of any Subject Invention.

b. Marking of Data

Any Data delivered under this Agreement shall be marked with any of the following legends, which shall all have the same effect:

> Use, duplication, or disclosure is subject to the restrictions stated in Agreement 80NANB26T203 between the U.S. Department of Commerce and Rigetti & Co, LLC.
>
> Rigetti & Co, LLC Business Confidential. Use, duplication, or disclosure is subject to the restrictions stated in Agreement 80NANB26T203 between the U.S. Department of Commerce and Awardee.
>
> Rigetti & Co, LLC Business Confidential Limited Access / Rigetti & Co, LLC
>
> Rigetti & Co, LLC Business Confidential & Proprietary - Use, duplication, or disclosure is subject to the restrictions stated in Agreement 80NANB26T203 between the U.S. Department of Commerce and Rigetti & Co, LLC.

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ATTACHMENT 4. SECURITY

Article 1. Definitions

"**Cybersecurity Incident**" means: an occurrence that actually or imminently jeopardizes the confidentiality, integrity, or availability of nonpublic Federally-Funded IP or an information system used in the performance of the Award or that constitutes a violation or imminent threat of violation of law, or the Awardee's security policies, security procedures, or acceptable use policies.

"**Identified Key Actor**" means:

(A) personnel such as primary officers, board members, board observers, and senior technical personnel that have access to proprietary or otherwise commercially or technically sensitive information related to the Project; and

(B) other Covered Individuals.

"**Current and Pending Support**" means:

(A) all resources made available, or expected to be made available, to an individual in support of the individual's research and development efforts, regardless of:

(i) whether the source of the resource is foreign or domestic;

(ii) whether the resource is made available through the entity applying for a R&D Award or directly to the individual; or

(iii) whether the resource has monetary value; and

(B) in-kind contributions requiring a commitment of time and directly supporting the individual's research and development efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students.

"**Malign Foreign Talent Recruitment Program**" means: consistent with 42 U.S.C. § 19237(4),

(A) any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non de minimis value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to the targeted individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue, in exchange for the individual:

(i) engaging in the unauthorized transfer of IP, materials, data products, or other nonpublic information owned by a U.S. entity or developed with a R&D Award to the government of a foreign country or an entity based in, funded by, or affiliated with a foreign country regardless of whether that government or entity provided support for the development of the IP, materials, or data products;

(ii) being required to recruit trainees or researchers to enroll in such program, position, or activity;

(iii) establishing a laboratory or company, accepting a faculty position, or undertaking any other employment or appointment in a foreign country or with an entity based in, funded by, or affiliated with a foreign country if such activities are in violation of the standard terms and conditions of a R&D Award;

(iv) being unable to terminate the foreign talent recruitment program contract or agreement except in extraordinary circumstances;

(v) through funding or effort related to the foreign talent recruitment program, being limited in the capacity to carry out a research and development award or required to engage in work that would result in substantial overlap or duplication with a R&D Award;

(vi) being required to apply for and successfully receive funding from the sponsoring foreign government's funding agencies with the sponsoring foreign organization as the recipient;

(vii) being required to omit acknowledgment of the recipient institution with which the individual is affiliated, or the Federal Research Agency sponsoring the R&D Award, contrary to the institutional policies or standard terms and conditions of the R&D Award;

(viii) being required to not disclose to the Federal Research Agency or employing institution the participation of such individual in such program, position, or activity; or

(ix) having a conflict of interest or conflict of commitment contrary to the standard terms and conditions of the R&D Award; and

(B) a program that is sponsored by—

(i) a Foreign Country of Concern or an entity based in Foreign Country of Concern, whether or not directly sponsored by the Foreign Country of Concern;

(ii) an academic institution on the list developed under section 1286(c)(8) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 4001 note; Public Law 115-232); or a foreign talent recruitment program on the list developed under section 1286(c)(9) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 4001 note; Public Law 115-232).

"**R&D Award**" means: consistent with 42 U.S.C. § 6605(d)(5), support provided to an individual or entity by a Federal Research Agency to carry out research and development activities, which may include support in the form of a grant, contract, cooperative agreement, or other such transaction. The term does not include a grant, contract, agreement or other transaction for the procurement of goods or services to meet the administrative needs of a Federal Research Agency.

"**Security-Related Adverse Event**" means: a security incident related to research, investment, or other Activities being conducted pursuant to the Award that has resulted in or reasonably could be expected to materially jeopardize the objectives of the Award, including:

1. A Covered Individual or Identified Key Actor having affiliations that could subject the Covered Individual or Identified Key Actor to undue foreign influence or interference by a Foreign Country of Concern;

2. A breach or compromise of nonpublic Data related to the Award;

3. Physical or logical loss of Intellectual Property related to the Award;

4. The Awardee, subrecipient, Covered Individual or Identified Key Actor becoming a Foreign Entity of Concern;

5. The Awardee being in actual or alleged material non-compliance with any Sanctions, Export Control Laws, anti-money laundering laws, or anti-corruption laws;

6. The Awardee failing to make a mandatory Committee on Foreign Investment in the United States (CFIUS) filing;

7. The Awardee receiving written notice from CFIUS that there are unresolved national security concerns after the completion of any review or investigation under section 721 of the Defense Production Act of 1950, as amended by the Foreign Investment Risk Review Modernization Act of 2018 (FIRRMA);

8. The Awardee receiving an inquiry from CFIUS regarding a non-notified transaction; or

9. The Awardee becoming aware that Developed Technology is being used for military applications.

"**Substantial Noncompliance**" means: the failure by the Awardee to adhere to the requirements of the Research Security Plan in a manner that the Department determines is significant or recurrent.

Article 2. Security Requirements

a. General Security

The Awardee shall manage a comprehensive security program for the facilities and systems used to support the Project that covers the following security functional areas: cybersecurity, physical security, information security, personnel security, insider threat, and supply chain risk management.

b. Foreign Research and Development Activities

The Awardee will ensure that no Research and Development Activities under this Agreement are conducted outside the United States, unless approved by the Department in writing.

c. Telecommunications Equipment produced by Huawei Technologies Company or ZTE Corporation

In the performance of this Agreement, the Awardee will not use telecommunications or video surveillance equipment or services produced or provided by Huawei Technologies Company or ZTE Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities as a substantial or essential component of any system, or as critical technology as part of any system developed using Federal funds under this Agreement.

d. Software Application TikTok

The Awardee shall ensure that the software application TikTok, or any successor application or service of TikTok developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, (A) is not installed on the devices the Awardee is using to perform the obligations under this Agreement; or (B) if installed, such software application has no ability to access information related to this Agreement or the Awardee's performance of its obligations under this Agreement.

e. Kaspersky Laboratories

The Awardee may not use funds provided pursuant to this Agreement to purchase any hardware, software, or service that is developed or provided by Kaspersky Laboratory, a Kaspersky Laboratory successor entity, or any entity that controls, is controlled by, or is under common control with Kaspersky Laboratory.

f. Information Security Management

1. If any Activities under this Agreement result in the generation of, or require access to or storage of, controlled unclassified information ("**CUI**") as that term is defined by applicable federal law and regulation, such CUI will be processed, stored, and handled consistent with the requirements of NIST SP 800-171 (as amended, or any successor thereto). The Awardee may meet these requirements by using a SaaS solution at the FIPS 199 moderate or high impact level, as appropriate and authorized by FedRAMP.

2. The Awardee shall implement (including through the provision of adequate resources and staffing) and be in compliance in all material respects with its cybersecurity plans, policies and procedures for the Project, which shall include, at a minimum, the following elements: (a) controls to identify information and technology assets, threats, and risks; (b) controls to protect data, information technology and operational technology systems consistent with prudent industry practice; (c) controls to detect, investigate, respond to, recover from, report, and mitigate security incidents; and (d) plans and controls that involve an annual third-party assessment ("**Annual Third-Party IT Security Assessment**") to ensure the security posture of systems are maintained and do not degrade. The Awardee shall provide a summary of the Annual Third-Party IT Security Assessment report and status of remediation of any findings, if any, in the Awardee's annual review of its Research Security Plan. To the extent practicable, the Awardee shall remediate any risks or findings identified in the Annual Third-Party IT Security Assessment, during continuous monitoring, or by the Department and brought to the Awardee's attention.

3. The Awardee shall provide the Department with notice of any Cybersecurity Incident or a Security-Related Adverse Event, in accordance with the following timelines: (a) forty-eight (48) hours after identification of a suspected or confirmed Cybersecurity Incident involving the compromise of Federally-Funded IP or Project-related personally identifiable information; and (b) three (3) Business Days after identification of a suspected or confirmed Cybersecurity Incident or Security-Related Adverse Event that does not involve the compromise of Federally-Funded IP or Project-related personally identifiable information.

Article 3. Research Security Plan

a. Research Security Plan

1. Prior to engaging in any Research and Development Activities under this Agreement, the Awardee must provide, and the Department must approve, a Research Security Plan that addresses:

    A. Actions the Awardee is taking to protect research results against undue foreign influence and interference, including actions related to:

        i. Cybersecurity;

        ii. Foreign travel;

        iii. Malign Foreign Talent Recruitment Programs;

iv. Conflicts of commitment and conflicts of interest;

v. Research security training; and

vi. Export control.

B. Actions to ensure that Foreign Adversaries are not unfunded collaborators in the Project.

C. Actions to ensure that foreign entities do not participate in the Project, unless approved by the Department pursuant to a foreign partner justification form.

D. How the Awardee will implement any mitigations identified by the Department in the application review process.

E. Actions to ensure the security of Federally-Funded IP and information related to the Project that is provided to potential or current investors.

F. How the Awardee is identifying and managing Identified Key Actors, including any obligations the Awardee has with respect to Identified Key Actors under this Award.

G. How the Awardee will ensure that Subawardees, contractors, and subcontractors will comply with the Research Security Plan.

H. If applicable, the parameters of a Research Security Program that:

i. Addresses cybersecurity, Malign Foreign Talent Recruitment Programs, conflicts of commitment, conflicts of interest, research integrity, and training related to foreign travel, research security, and export control.

ii. Addresses all aspects of the Awardee's research operations, including subawards.

iii. Addresses, where relevant, how the Awardee is ensuring the security of Federally-Funded IP and information related to the Project that is provided to potential or current investors.

2. The Research Security Plan shall address how the Awardee will require research security training of and ensure that conflict of interest and conflict of commitment reviews are conducted for all individuals included on the Covered Individual List, including Covered Individuals employed by contractors, subcontractors, and other partners participating in the performance of the Award.

3. The Awardee shall promptly notify the Department of any proposed material update to the Research Security Plan; provided that such update will not be effective without the written approval of the Department, which shall not be unreasonably withheld.

4. The Awardee shall certify in writing to the Department that the Awardee is in compliance with the Research Security Plan annually and in connection with each Tranche being made available to the Awardee.

5. The Department may review the Research Security Plan and require modifications or suspend its approval of the Research Security Plan at any time. The Awardee may not engage in Research and Development Activities without an approved Research Security Plan.

b. Contractors and Subcontractors

The Awardee shall ensure that all contractors, subcontractors, and other partners participating in the performance of the Award comply with the requirements of the Research Security Plan.

c. Security Support

The Department may advise the Awardee on its activities under the Research Security Plan. This includes the NIST Research Security Office providing the Awardee with relevant research and investment security-related information and advising on the process for conducting research security reviews.

Article 4. Covered Individuals

1. The Awardee may not engage in Research and Development Activities funded under this Award until the Department has approved the Covered Individual List. This list will be incorporated into the Research Security Plan.

2. If the Awardee wants to add individuals to the Covered Individual List, it will promptly notify the Department. The Awardee shall complete and submit to the Department a Current and Pending (Other) Support Common Form for each proposed Covered Individual for the Department to conduct a research security review. In addition, the Awardee shall cause each proposed Covered Individual to disclose the amount, type, and source of all current and pending research support, which includes both monetary and non-monetary support, received by, or expected to be received by, the individual; and certify that the disclosure is current, accurate, and complete at the time of submission.

3. The Awardee shall cause all Covered Individuals to report to the Department any material changes to the information included in these disclosures within five (5) days of the Covered Individual becoming aware of any changes to the disclosures.

4. The Awardee shall cause each Covered Individual to certify that each such individual is not a party to a Malign Foreign Talent Recruitment Program prior to such individual engaging in any Research and Development Activities. For the duration of the Period of Performance, each Covered Individual shall recertify annually that they are not a party to a Malign Foreign Talent Recruitment Program.

5. The Awardee shall certify that each Covered Individual has been made aware of and has complied with the requirements of this Article.

Article 5. Research Partnerships and Technology Transfer

1. The Awardee may not engage in research partnerships or technology transfers of Developed Technologies with Foreign Countries of Concern or Foreign Entities of Concern, unless the Department provides written approval.

2. The Awardee must promptly provide written updates to the Department of any proposed research partnerships or technology transfers of Developed Technologies between the Awardee and (a) any entities located in a Foreign Country of Concern or (b) with any entities that are Foreign Entities of Concern. Each Foreign Entity should be identified.

Article 6. Notice and Non-Compliance

Within five (5) days of becoming aware of substantial non-compliance with the approved Research Security Plan, the Awardee must notify the Department. In the event that the Department determines that there has been non-compliance with the requirements of the terms of this Attachment 4 (**Security**), or substantial non-compliance with the Research Security Plan, the Department may take any action available to the Department under Article X (**Non-Compliance with Agreement**), including modifying the Award to impose mitigation measures deemed appropriate by the Department.

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ATTACHMENT 5. DOMESTIC CONTROL AND PRODUCTION

Article 1. Domestic Control

Consistent with the requirements of 15 U.S.C. § 4656(g), the Awardee shall ensure that:

1. For the Period of Performance and for at least ten (10) years after the Period of Performance, the Awardee or one of its controlled affiliates that is a Domestic Entity maintains ownership of Federally-Funded IP, including the ability to fully enforce (subject to any licenses not otherwise prohibited under this Agreement) any applicable IP rights.

2. For the Period of Performance and for at least ten (10) years after the Period of Performance, the Awardee or one of its controlled affiliates that is a Domestic Entity shall maintain its rights to Project Background IP owned or licensed by it for so long as it is necessary for the execution of the Project.

3. For the Period of Performance and for at least ten (10) years after the Period of Performance, ownership of Federally-Funded IP is not sold, transferred, licensed, or assigned to a Foreign Adversary; provided, however, that so long as the Awardee has complied with Article 3 below, the foregoing restrictions shall not apply to (a) any patent(s) or published patent application(s) (i) declared and/or determined to be essential to a technical standard and (ii) under an obligation that the owner of the patent or published patent application license such rights pursuant to the terms of a standards development organization's IP rights policy; or (b) any license(s) of patent(s) or published patent applications(s), including cross-licenses, resulting from settling an actual case or controversy, including patent infringement or validity disputes, whether part of a formal proceeding or not.

4. For the Period of Performance and for at least ten (10) years after the Period of Performance, the Awardee shall notify the Department of any intent to sell, transfer, license, or assign ownership of Federally-Funded IP at least sixty (60) days prior to such proposed transaction or transactions; provided, however, this provision does not apply to licenses granted or implied in connection with the sale of products or services utilizing Federally-Funded IP not otherwise prohibited under this Agreement in the ordinary course of its business, consistent with past practice.

Article 2. Domestic Production

Consistent with the requirements of 15 U.S.C. § 4656(g), the Awardee shall ensure that, for the Period of Performance and for ten (10) years following the Period of Performance, any Subject Inventions must be predominantly produced or licensed for production in the United States; provided, that in individual cases, the foregoing requirements may be waived by the Department for any Subject Invention upon a showing by the Awardee that reasonable but unsuccessful efforts have been made to predominantly produce or license for production in the United States or that, under the circumstances, domestic manufacture of such Subject Invention is not commercially feasible.

Article 3. Foreign Adversary Protections

For the Period of Performance and for five (5) years following the Period of Performance:

1. The Awardee may not materially expand business operations or establish new business operations in a Foreign Country of Concern, unless approved by the Department in writing.

2. The Awardee may not knowingly acquire, in whole or in part, take any ownership interest in, invest in or engage in equity joint ventures or substantially similar arrangements, whether in corporate, partnership or other legal form with, a Foreign Entity of Concern, unless approved by the Department in writing.

3. The Awardee and the Issuer must take reasonable steps to not knowingly solicit or receive, directly or indirectly, any investment from any Foreign Entity of Concern, in connection with debt and equity financing activities, such as by requiring such investors to represent and warrant that such investors are not a Foreign Entity of Concern and that in connection with the applicable investment transaction, no Foreign Entity of Concern will obtain any of the following with respect to the Awardee and the Issuer: (i) access to any "material nonpublic technical information" (as defined in Section 721 of the Defense Production Act of 1950, as amended, including all implementing regulations thereof (the "**DPA**")) of the Awardee or Issuer; (ii) Awardee or Issuer board membership, board observer rights, or similar governance rights ; (iii) any involvement, other than through such investor's voting of shares (if any), in the substantive decision making of the Awardee regarding (y) the use, development, acquisition, safekeeping, or release of "sensitive personal data" (as defined in the DPA) of U.S. citizens maintained or collected by the Awardee, or (z) the management, operation, manufacture, or supply of "covered investment critical infrastructure" (as defined in the DPA); or (iv) "control" of the Awardee or Issuer (as defined in the DPA). For the avoidance of doubt, purchases of publicly traded debt or equity securities by a Foreign Entity of Concern on secondary markets without the knowledge or need for approval of the Awardee or the Issuer do not constitute an investment for the purposes of this Article 3.3. In the event that the Awardee or the Issuer becomes aware that a Foreign Entity of Concern has acquired an investment in the Awardee or the Issuer, the Awardee shall notify the Department within ten (10) days and, upon the Department's request, cooperate in good faith with the Department to develop and implement reasonable mitigation measures.

4. The Awardee may not: (a) engage in any new research partnership or technology transfers with any Foreign Entity of Concern, or (b) in any material respect expand any existing research partnerships or technology transfers with any Foreign Entity of Concern, unless, in each case, approved by the Department in writing.

5. The Awardee may not provide, or enter into any commercial agreements to provide, any services or products to a Foreign Entity of Concern, unless approved by the Department in writing.

6. Within ten (10) days of becoming aware that Foreign Entities of Concern have or will obtain "beneficial ownership" (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of more than ten percent (10%) of the outstanding voting interests of the Awardee or the Issuer in the aggregate or otherwise directly or indirectly Control the Awardee or the Issuer, the Awardee must notify the Department in writing and upon the Department's request cooperate in good faith with the Department to develop and implement reasonable mitigation measures.

7. The Awardee shall not knowingly use any FEOC Equipment in any of the Research and Development Activities undertaken under this Award; it being understood that the Department may waive the foregoing restrictions for specified equipment or categories of specified equipment, subject to imposing security mitigation measures where appropriate, when (a) such FEOC Equipment is not produced by an entity other than a Foreign Entity of Concern in sufficient and reasonably available quantities or of a satisfactory quality or technical capability to adequately support the Research and Development Activities undertaken under this Award, or (b) the use of such FEOC Equipment complies with the requirements set forth in the EAR, and the Department determines the waiver is in the economic and national security interest of the United States

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ATTACHMENT 6. DAVIS-BACON ACT REQUIREMENTS

Article 1. DEFINITIONS

"**Davis-Bacon Act**" means: Subchapter IV of Chapter 31 of Part A of Subtitle II of Title 40 of the United States Code, including and as implemented by the regulations set forth in Parts 1, 3 and 5 of Title 29 of the Code of Federal Regulations.

"**Davis-Bacon Act Covered Contract**" means: any contract, agreement or other arrangement to which the Awardee (for the avoidance of doubt, including any subcontracting arrangements that the Awardee is not directly a party to) is party that is subject to Davis-Bacon Act Requirements.

"**Davis-Bacon Act Requirements**" means: the requirement that all laborers and mechanics employed by contractors and subcontractors in the performance of construction work financed in whole or in part by the Award will be paid wages at rates not less than those prevailing on projects of a character similar in the relevant locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, and all regulations related thereto, including those set forth in 29 C.F.R. §5.5(a) (1) to (10), and all notice, reporting and other obligations related thereto as required by the Department, including the appropriate wage determination(s) of the Secretary of Labor in each Davis-Bacon Act Covered Contract, in each case, including any retroactive compliance required under the Davis-Bacon Act unless such retroactivity is waived or otherwise modified by the Secretary of Labor in accordance with the Davis-Bacon Act.

"**DBA Compliance Matter**" means: any deviation from compliance with the applicable Davis-Bacon Act Requirements.

"**DBA Compliance Matter Contractor**" means: with respect to any DBA Compliance Matter, the DBA Contract Party that is party to the Davis-Bacon Act Covered Contract giving rise to such DBA Compliance Matter.

"**DBA Contract Party**" means: any contractor, subcontractor (including any lower tier subcontractor) or other entity (other than the Awardee but including, if applicable, any affiliate) that is party to a Davis-Bacon Act Covered Contract.

"**DOL**" means: the United States Department of Labor, an agency of the United States of America.

Article 2. REPRESENTATIONS AND WARRANTIES

1. The Awardee and, to the Awardee's knowledge, all DBA Contract Parties are in compliance with all Davis-Bacon Act Requirements, except for any non-compliance in connection with any DBA Compliance Matter, in respect of which the Awardee and all relevant DBA Contract Parties have taken all necessary steps to comply with and are in compliance with Article 3 of this Attachment 6 (**Davis-Bacon Act Requirements**).

2. If, and to the extent, construction, alteration or repair (within the meaning of 29 C.F.R. § 5.5(a)) began prior to the Award Date, the Awardee has, as of the Award Date, retroactively adjusted, and caused each DBA Contract Party to retroactively adjust, the wages of each affected laborer and mechanic employed in the construction, alteration or repair of the Project prior to the date hereof, and paid or caused to be paid to each such laborer or mechanic such additional wages, if any, as were necessary for such laborers and mechanics to have been paid at rates not less than those prevailing on similar work in the relevant locality during the period such work was performed, as determined by the Secretary of Labor in accordance with the relevant Davis-Bacon Act wage determinations.

Article 3. COMPLIANCE REQUIREMENTS

1. The Awardee shall comply (and shall ensure that each DBA Contract Party complies) with the Davis-Bacon Act Requirements.

2. The Awardee shall use commercially reasonable efforts to cause any DBA Compliance Matter Contractor to resolve any DBA Compliance Matter, unless such DBA Compliance Matter Contractor has appealed, and is diligently prosecuting such appeal in good faith, DOL's determination that the applicable DBA Compliance Matter has occurred.

3. Within fifteen (15) Business Days after the end of each month prior to the resolution of any DBA Compliance Matter, the Awardee shall either: (A) notify the Department of the specific issues of any DBA Compliance Matter that has not been resolved to the satisfaction of DOL and describe the commercially reasonable efforts that it has taken to cause the DBA Compliance Matter Contractor to comply with the Davis-Bacon Act Requirements that are the subject of such dispute; or (B) notify the Department that the DBA Compliance Matter Contractor has appealed, and is diligently prosecuting such appeal in good faith, DOL's determination that the applicable DBA Compliance Matter has occurred.

4. The Awardee shall promptly notify the Department in writing when it receives any complaint related to non-compliance with the Davis-Bacon Act and which the Awardee cannot resolve on its own, and will forward to the Department: (A) the complaint or a written summary of the non-compliant incident; (B) a summary of the Awardee's investigation into such complaint or such incident; and (C) the relevant certified payroll records.

5. Certified payroll records maintained by the Awardee shall be preserved for three (3) years after completion of work. The Awardee shall maintain such certified payroll records at a site designated by the Awardee and shall make such records available to the Department and DOL when necessary, and upon request, for purposes of an investigation or audit of compliance with prevailing wage requirements. Certified payroll records maintained by the Awardee shall be considered federal government records for the purposes of the Freedom of Information Act, 5 U.S.C. § 552. The Awardee shall provide such records to the Department within five (5) days of receipt of any request for such records from the Department.

6. The Awardee shall cause DBA Contract Parties to maintain and submit certified payroll records in the form and manner as specified by the Department, which may be updated from time to time. The Department may allow a reasonable amount of time to transition to the manner specified or otherwise integrate the DBA Contract Parties' existing systems and/or processes to the Department's approved procedures and/or systems.

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ATTACHMENT 7. PROJECT PLANS; REPORTING REQUIREMENTS

A. Submission Requirements

The Awardee shall submit or provide all submissions required pursuant to this Attachment 7 (**Project Plans; Reporting Requirements**) via a secure collaboration platform authorized by the Department or hosted by the Awardee with approval from the Department. A link to the information uploaded in the collaboration platform shall be emailed to the Department contact identified in the Other Transaction Agreement Action Sheet. All other information shall be emailed directly to the Department contact identified in the Other Transaction Agreement Action Sheet and shall contain the following information in the email subject line: (1) Awardee Name; (2) FAIN; and (3) Action being requested or topic. Non-public information provided by the Awardee shall be clearly marked as *Awardee Proprietary or Business Sensitive Information* or may include other similar markings designating the proprietary, confidential, or sensitive nature of the information. With respect to any information so marked, the Department shall treat the same as confidential, shall not disclose such information to persons outside the U.S. Government without permission of the Awardee (unless required by law), and shall use reasonable efforts to protect such information from unauthorized use and disclosure.

B. Review and Acceptance of Submissions

The Department retains sole discretion to accept or reject any submission required pursuant to this Attachment 7 (**Project Plans; Reporting Requirements**). If a submission is rejected, the Department will inform the Awardee of the rejection, the reasons for the rejection, the timeline for resubmittal, which shall be a minimum of thirty (30) days, and proposed corrective actions.

C. Project Plan Requirements

The Awardee shall submit each Project Plan specified in the table below, in form and substance satisfactory to the Department, by the relevant Required Submission Date.

Project Plans	Required Submission Date
Approved Budget Plan	Prior to Award Date
CVDP Plan	Prior to Award Date
Data Management Plan	Prior to Award Date
IP Management Plan	Prior to Award Date
Research Security Plan	Prior to Award Date
Technical Plan	Prior to Award Date
Technology Control Plan	Prior to Award Date

D. Project Plan Descriptions

1. Approved Budget Plan

The Approved Budget Plan shall reflect the total budgeted project costs for the Project, broken down between Federal funds and the co-investment or matching funds. The Approved Budget Plan shall be broken down by cost category (e.g., salaries, supplies, equipment, travel, etc.) and summarized by performance year(s).

2. CVDP Plan

At a minimum, the CVDP Plan shall include measurable CVDP targets that demonstrate the viability of the Awardee's business model and of the domestic production requirement under Article 2 of Attachment 5 (**Domestic Control and Production**). When relevant, the CVDP milestones should complement technical milestones in the Technical Plan. For each Milestone, the CVDP Plan shall describe in a tabular and chronological format: (a) a milestone identification number (e.g., C1, C2, etc.); (b) the dependent organization(s) or individual(s); (c) the month and year work is anticipated to start and end; (d) a description of the specific task/accomplishment (e.g., education and workforce needs assessment, training, course, partnership formed, worker recruitment and retention information, etc.); and (e) quantifiable success metrics.

3. Data Management Plan

At a minimum, the Data Management Plan shall include a summary of Activities that are expected to generate Data, the types of Data expected to be generated, a plan for storage and maintenance of the Data, and a plan for whether and how Data generated under this Agreement will be reviewed and made available to the public.

4. IP Management Plan

At a minimum, the IP Management Plan shall detail the practice and protocols to be used under this Agreement to ensure domestic control of IP funded by the Department while achieving program controls. The IP Management Plan shall discuss the intended management and ownership of IP, including identification of IP that may be developed under the Agreement, how it will support the CVDP Plan, existing or planned protocols to ensure domestic control of IP funded under this Agreement, and any additional licensing provisions to protect IP rights.

5. Research Security Plan

At a minimum, the Research Security Plan shall detail the requirements described in Article 5 of Attachment 4 (**Security**).

6. Technical Plan

The Technical Plan shall detail all phases of work for the Project. At a minimum, the Technical Plan shall describe SMART milestones suitable for validation by the Awardee, Department staff, independent expert technology evaluators, or a combination of these entities, as appropriate. For each Milestone, the Technical Plan shall describe in a tabular and chronological format: (a) a milestone identification number (e.g., E1, E2, etc.); (b) the responsible organization(s) or individual(s); (c) the month and year work is anticipated to start and end; (d) a description of the specific task/accomplishment; and (e) quantifiable success metrics.

7. Technology Control Plan

At a minimum, the Technology Control Plan shall detail the practice and protocols to be used under this Agreement to safeguard Technology from unauthorized export, transfer or disclosure.

E. Updates to Project Plans

The Awardee shall promptly notify the Department of any material update to any Project Plan (including any event that may have a significant impact upon the Project such as a delay or other adverse condition that may materially affect the ability of the Awardee to achieve a Milestone by the relevant Milestone Date relating thereto).

F. Reporting and Certification Requirements

Reports and Certifications	Required Submission Date
Semiannual Business Financial Reports	Every second quarter, beginning after the conclusion of Q4 2026*
Annual Technical Milestone Status Reports	Annually, beginning 1 year after Award Date
Patent Reports and Subject Invention Listings	In accordance with Article 2 of Attachment 3 (**Intellectual Property**)
Security Updates	In accordance with Attachment 4 (**Security**), with annual recertification
Research Security Plan Certifications	Annually, beginning 1 year after Award Date
Annual Third-Party IT Security Assessment	In accordance with Article 2 of Attachment 4 (**Security**), with annual research security plan certification
Final Report	120 days from the end of the Period of Performance

* After the first anniversary of the Award Date, any report or update marked above with a "*" may be deferred at the discretion of the Department and instead required on an annual basis. The due date for any such report shall be the date that is 30 days following the completion of the Awardee's internal accounting team's review of the applicable quarter's unaudited financials (in the case of quarterly reports) or audit of the applicable annual period's financials (in the case of annual reports); provided, upon the Department's reasonable request, with respect to an applicable quarter's unaudited financials, the Awardee shall have its independent auditor "review" such unaudited financials. Such reports shall be consistent with the quarterly reports provided by the Awardee to the Department in the data room prior to the Award Date, with the exception of additional reporting requirements specific to the Award.

G. Reporting and Certification Descriptions

1. Semiannual Business Financial Report

The Semiannual Business Financial Report shall include summarized details of the financial information of the Issuer and its subsidiaries (including the Awardee) on a consolidated basis. Audited financial statements of the Issuer shall be provided not less than annually. The report shall note cumulative rebudgeting for the year and attach a revised Approved Budget Plan (if applicable).

2. Annual Technical Milestone Reports

At a minimum, the Annual Technical Milestone Status Report shall include applicable technical presentation materials, a detailed schedule updates and progress made toward technical milestones, updates on identified risks, risk mitigation, and timelines to risk resolution.

3. Patent Report

In accordance with Article 2 of Attachment 3 (**Intellectual Property**), the Awardee shall disclose each Subject Invention to the Department within ninety (90) days after the inventor discloses it in writing to Awardee personnel responsible for patent matters. The Awardee must notify the Department of any patent issuing or other Intellectual Property arising from work performed under this Agreement. The Awardee shall submit to the Department annual listings of Subject Inventions.

H. Conflict of Interest

To support ongoing conflict-of-interest and ethics compliance review, the Awardee must promptly inform the Department of any new or expanded relationship with Cantor Fitzgerald, L.P., BGC Group, or Newmark Group, Inc. during the Period of Performance. This notification requirement is solely for ethics, compliance, and conflict-of-interest review purposes and does not constitute an endorsement, recommendation, or preference regarding any entity.

I. Meetings

The Parties shall meet periodically or at the request of either Party to discuss and address issues relating to the implementation of this Agreement. Such meetings shall be conducted during normal business hours in person or by teleconference or videoconference.

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ATTACHMENT 8. FORM OF SECURITIES ISSUANCE AGREEMENT

[Attached]

Exhibit 10.2

SECURITIES ISSUANCE AGREEMENT

THIS SECURITIES ISSUANCE AGREEMENT (this "Agreement"), is made as of September 8, 2026, by and between Rigetti Computing, Inc., a Delaware corporation (the "Company"), and the United States Department of Commerce (the "Department").

WHEREAS, the Department and Rigetti & Co, LLC, a wholly-owned subsidiary of the Company (the "Awardee"), are parties to that certain Other Transaction Agreement, dated September 4, 2026 (the "Award Agreement"), setting forth, among other things, certain terms and conditions pursuant to which the Department agreed to issue to the Awardee an award (the "Award") administered pursuant to the CHIPS Act; and

WHEREAS, in order to induce the Department to enter into the Award Agreement, the Company has agreed, subject to the terms and conditions set forth herein, to issue to the Department such number of Shares (as defined below) set forth in Item 1 of Exhibit A.

NOW, **THEREFORE**, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties agree as follows:

1. Issuance.

1.1 Issuance of Shares.

(a) Subject to the terms and conditions of this Agreement, the Company agrees to issue to the Department, and the Department agrees to accept such issuance, at the Closing (as defined below) that number of shares of the common stock, $0.0001 par value per share, of the Company ("Common Stock"), set forth in Item 1 on Exhibit A. The shares of Common Stock issued to the Department pursuant to this Agreement shall be referred to in this Agreement as the "Shares."

1.2 Closing; Delivery.

(a) The Closing. The issuance contemplated by Section 1 shall take place remotely via the exchange of documents and signatures, on the date of this Agreement at such time as is mutually agreed upon, orally or in writing, by the Company and the Department (the consummation of such issuance being designated as the "Closing").

(b) Company Closing Obligations. At the Closing, the Company shall:

(i) issue to the Department (or its nominee that is a U.S. Governmental Entity) the Shares, free and clear of all Liens (other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by the Department), and deliver to the Department, as promptly as practicable, and in any event within three (3) Business Days, evidence reasonably satisfactory to the Department of the issuance of such Shares in the name of the Department (or its nominee that is a U.S. Governmental Entity) in book-entry form on the books of the Company's transfer agent;

(ii) deliver to the Department a duly executed legal opinion from Hogan Lovells Cadwalader US LLP, counsel for the Company, dated as of the date hereof, addressed to the Department and in substantially the form attached hereto as Exhibit C;

(iii) deliver to the Department a certificate from the Secretary of the Company addressed to the Department, certifying (A) the certificate of incorporation and bylaws of the Company as in effect at the Closing; (B) a good standing certificate of the Company from the Secretary of State of the State of Delaware, as of a recent date prior to the Closing; (C) the incumbency of the officers authorized to act on behalf of the Company in connection with the Transaction Agreements; and (D) resolutions of the Board of Directors approving the issuance of the Shares, the Transaction Agreements and the transactions contemplated under the Transaction Agreements; and

(iv) reimburse the Department, by wire transfer of immediately available funds, of the reasonable and documented out-of-pocket expenses incurred by the Department at or prior to Closing in accordance with Section 4.8.

1.3 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below.

(a) "Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") when used with respect to any Person, means the possession, directly or indirectly, of the power to cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Award Period" means the period from the date of this Agreement until the earliest of (i) the Awardee having used the full amount of the Award on Eligible Uses of Funds, (ii) the end of the Award Term (as defined in the Award Agreement, as the same may be extended or otherwise modified in accordance with the terms of the Award Agreement), and (iii) the early termination of the Award Agreement in accordance with its terms.

(c) "Board of Directors" means the Company's Board of Directors.

(d) "Business Day" means any day except Saturday, Sunday and any day on which banking institutions in the State of New York generally are authorized or required by law or other governmental actions to close; *provided* that banking institutions shall be deemed to be generally open for business in the event of a "shelter in place" or similar closure of physical branch locations at the direction of any Governmental Authority if such banks' electronic funds transfer system (including wire transfers) are open for use by customers on such day. Unless otherwise specified herein, if any date on which action is required or any deadline set forth herein falls on a day that is not a Business Day, such date of deadline will be extended to the next succeeding Business Day.

(e) "CHIPS Act" means the Creating Helpful Incentives to Produce Semiconductors for America of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283), as amended by the CHIPS Act of 2022 (Division A of Pub. L. 117-167).

(f) "Competitor" means any current or prospective competitor of the Company that is reasonably identified in writing on the Company's competitor list delivered to and approved by the Department; provided that if the Company delivers an updated competitor list to the Department and it fails to object within 30 days, then the update to the competitor list will be deemed approved by the Department.

(g) "DGCL" means the Delaware General Corporation Law.

(h) "Eligible Use of Funds" has the meaning set forth in the Award Agreement.

(i) "Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

(j) "Governance Documents" means, with respect to any Person, all organizational documents and other documents relating to the governance, management or control of such Person (including any certificate of formation, certificate of incorporation, certificate of partnership, bylaws, charters, operating agreements, partnership agreements, side letters, limited liability company agreements, shareholder agreements, and all other governance documents).

(k) "Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(l) "Holder" means the Department and any other holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 3.9(h).

(m) "Lien" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, transfer restriction, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

(n) "Material Adverse Effect" has the meaning set forth in the Award Agreement.

(o) "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(p) "Registrable Securities" means the Shares and any equity securities issued or issuable with respect to the Shares as a result of the conversion, exercise or exchange of the Shares, or share dividend or share split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization; *provided*, that once issued, such securities will cease to be Registrable Securities when (A) they are sold pursuant to an effective registration statement under the Securities Act, (B) they are sold pursuant to Rule 144 or they are eligible to be sold pursuant to Rule 144 without limitation thereunder on volume, manner of sale, or any other restriction under Rule 144, and the restrictive legend on the certificate or book-entry notation representing such securities has been removed (or, in the case of uncertificated securities, the Company has instructed its transfer agent in writing to remove any stop-transfer or similar notation), (C) they shall have ceased to be outstanding, or (D) they have been sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of the securities. No Registrable Securities may be registered under more than one registration statement at any one time.

(q) "Registration Expenses" means all expenses incurred by the Company in effecting any registration pursuant to Section 3.9 (whether or not any registration or prospectus becomes effective or final) or in otherwise complying with its obligations under Section 3.9, including all registration, filing and listing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, expenses incurred in connection with any "road show," the reasonable fees and disbursements of one counsel to the Holders participating in such registration (which counsel shall be selected by the Holders of a majority of the Registrable Securities included in such registration), and expenses of the Company's independent accountants in connection with any regular or special reviews or audits incident to or required by any such registration, but shall not include Selling Expenses.

(r) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(s) "Selling Expenses" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of the Department's counsel included in Registration Expenses).

(t) "Shelf Registration Statement" means a registration statement on an appropriate form under Rule 415 under the Securities Act, or an amendment to, or a prospectus supplement filed under, any shelf registration statement that has previously been filed.

(u) "Special Registration" means the registration of (i) equity securities or options or other rights in respect thereof solely registered on Form S-4 or Form S-8 (or successor form) or (ii) shares of equity securities or options or other rights in respect thereof to be offered to directors, members of management, employees, consultants, customers, lenders or vendors of the Company or its Subsidiaries or in connection with dividend reinvestment plans.

(v) "Subsidiary" means, with respect to a Person, a corporation, partnership, trust, joint venture, limited liability company, association, or other business entity of which a majority of the equity interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time owned, or the management of which is controlled, directly, or indirectly through one or more intermediaries, by such Person.

(w) "Transaction Agreements" means this Agreement and the Award Agreement.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to the Department that, except as set forth on the Disclosure Schedule attached as Exhibit B (the "Disclosure Schedule") to this Agreement, which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the Closing, except as otherwise indicated. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any section of the Disclosure Schedule shall qualify other sections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections.

For purposes of these representations and warranties (other than those in Sections 2.2, 2.3, 2.4, 2.5 and 2.6) the term the "Company" shall include the Subsidiaries of the Company, unless otherwise noted herein.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company (a) is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware; (b) is duly qualified to do business in each jurisdiction where the failure to so qualify could reasonably be expected to have a Material Adverse Effect; and (c) has all requisite power and authority to (i) own or hold under lease and operate the property it purports to own or hold under lease; and (ii) carry on its business as now being conducted and as proposed to be conducted in respect of the Project (as defined in the Award Agreement). The Company has made available to the Department true, accurate and complete copies of each of the Governance Documents of the Company.

2.2 Capitalization.

(a) The authorized capital stock of the Company consists, immediately prior to the Closing, of:

(i) 1,000,000,000 shares of Common Stock, 333,676,881 shares of which were issued and outstanding as of June 30, 2026.

(ii) 10,000,000 shares of Preferred Stock, 0 shares of which are issued and outstanding as of June 30, 2026. The rights, privileges and preferences of the Preferred Stock are as stated in the Company's certificate of incorporation and as provided by the DGCL.

(iii) All of the outstanding shares of capital stock have been duly authorized, are fully paid and non-assessable and were issued in compliance with all applicable federal laws and in all material respects with all applicable state securities laws. No such shares of capital stock are subject to any preemptive rights (nor were they issued in violation of any preemptive rights).

(b) As of June 30, 2026, the Company had reserved an aggregate (i) 888,283 shares of Common Stock for further issuance to eligible participants thereunder pursuant to the Rigetti & Co, Inc. 2013 Equity Incentive Plan, all of which were issuable pursuant to options and rights previously granted thereunder as of such date, (ii) 45,683,439 shares of Common Stock for further issuance to eligible participants thereunder pursuant to the Rigetti Computing, Inc. 2022 Equity Incentive Plan, 11,995,940 of which were issuable pursuant to options and rights previously granted thereunder as of such date and 33,687,499 of which remained issuable upon future grants to eligible participants thereunder, and (iii) 4,681,989 shares of Common Stock remained issuable pursuant to the Rigetti Computing, Inc. 2022 Employee Stock Purchase Plan. The Company has furnished to the Department complete and accurate copies of the foregoing plans and forms of agreements used thereunder, and there are no other such plans pursuant to which shares of Common Stock have been reserved for issuance to officers, directors, employees and consultants of the Company.

(c) As of immediately prior to the Closing, Section 2.2(c) of the Disclosure Schedule sets forth all outstanding options, warrants, convertible securities, rights (including conversion or preemptive rights, rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred Stock, or any securities convertible into or exercisable or exchangeable for shares of Common Stock or Preferred Stock.

(d) The Company has obtained valid waivers of any rights by other parties to purchase, or participate in the issuance of, any of the Shares covered by this Agreement.

2.3 Subsidiaries. Section 2.3 of the Disclosure Schedule sets forth each Subsidiary of the Company and the percentage of the equity interests thereof owned, directly or indirectly, by the Company. Other than the Subsidiaries set forth on Section 2.3 of the Disclosure Schedule, the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

2.4 Authorization; No Conflict. All corporate action required to be taken by the Board of Directors and the Company's stockholders in order to authorize the Company to enter into the Transaction Agreements and issue the Shares, has been taken. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the Closing, and the issuance and delivery of the Shares has been taken. Neither the Company's execution and delivery thereof, nor its consummation of the transactions contemplated by the Transaction Agreements, nor its compliance with the terms of this Agreement or any other Transaction Agreement (i) contravenes its organizational documents or any applicable laws in any material respects; (ii) contravenes or results in any breach or constitutes any default under any material governmental judgment; (iii) contravenes or result in any breach or constitute any default under any material agreement or instrument to which it is a party; or (iv) requires the consent or approval of any person other than any consents or approvals that have been obtained and are in full force and effect.

2.5 Legality; Validity; Enforceability. Each Transaction Agreement to which the Company is (or will be when executed) a party constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other applicable laws affecting creditors' rights generally and by general principles of equity.

2.6 Valid Issuance of Shares. The Shares, when issued, sold and delivered in accordance with the terms set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of all Liens other than restrictions on transfer under the Transaction Agreements, applicable federal and state securities laws and liens or encumbrances created by or imposed by the Department. Subject to the filings described in Section 2.7 below, the Shares will be issued in compliance with all applicable federal and state securities laws. The Shares have been duly reserved for issuance out of the Company's existing authorized capital stock, and, when issued, sold and delivered in accordance with the terms set forth in this Agreement, will be issued in accordance with the terms of the Company's certificate of incorporation.

2.7 Governmental Consents and Filings. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for (a) the filing of a Current Report on Form 8-K required to be filed with the SEC, (b) such filings or approvals as are required pursuant to applicable state securities or blue sky laws, (c) such filings as required by Section 3.9, and (d) if required, the filing of a listing of additional shares notification form with the Exchange, each of which has been made or will be made in a timely manner.

2.8 Reports.

(a) Since December 31, 2022, the Company has timely filed all reports, registrations, documents, filings, statements and submissions, together with any amendments thereto, that it was required to file with any Governmental Authority (the foregoing, collectively, the "Company Reports") and has paid all fees and assessments due and payable in connection therewith, except, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Company. As of their respective dates of filing, the Company Reports complied in all material respects with the applicable statutes, rules and regulations of the applicable Governmental Authority. In the case of each such Company Report filed with or furnished to the SEC, such Company Report (i) did not, as of its date or if amended prior to the date hereof, as of the date of such amendment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and (ii) complied as to form in all material respects with the applicable requirements of the Securities Act and the Exchange Act. With respect to all other Company Reports, the Company Reports were complete and accurate in all material respects as of their respective dates. No executive officer of the Company has failed in any respect to make the certifications required of him or her under Section 302 or 906 of the Sarbanes-Oxley Act of 2002.

(b) The Company (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) designed to ensure that material information relating to the Company, including its Subsidiaries, is made known to the chief executive officer and the chief financial officer of the Company by others within those entities, and (ii) has disclosed, based on its most recent evaluation prior to the date hereof, to the Company's outside auditors and the audit committee of the Board of Directors (x) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and (y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal controls over financial reporting.

(c) The financial statements of the Company and its consolidated Subsidiaries included or incorporated by reference in the Company Reports filed with the SEC since December 31, 2022 (the "Company Financial Statements"), present fairly in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates indicated therein and the consolidated results of their operations for the periods specified therein. Such financial statements (i) were prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis (except as may be noted therein); (ii) have been prepared from, and are in accordance with, the books and records of the Company and its Subsidiaries; and (iii) complied as to form, as of their respective dates of filing with the SEC, in all material respects with the applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto.

2.9 Offering of Securities. Neither the Company nor any person acting on its behalf has taken any action (including any offering of any securities of the Company under circumstances which would require the integration of such offering with the offering of any of the Shares under the Securities Act, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder) that subjects the issuance of any of the Shares to the Department pursuant to this Agreement to the registration requirements of the Securities Act.

2.10 Anti-Takeover Provisions and Rights Plan. The Company and Board of Directors have taken all necessary action to ensure that the transactions contemplated by this Agreement and the other Transaction Agreements, including the issuance of the Shares, are exempt from any anti-takeover or similar provisions of the Company's Governance Documents, and any other provisions of any applicable "moratorium", "control share", "fair price", "interested stockholder" or other anti-takeover laws and regulations of any jurisdiction. The Company has taken all actions necessary, if any, to render any stockholders' rights plan of the Company inapplicable to this Agreement and the consummation of the transactions contemplated hereby and thereby. The Company and the Board of Directors warrant that neither the Company nor the Board of Directors shall, at any time following the date hereof, take any action, adopt any resolution, amend or modify the Company's Governance Documents, adopt or implement any stockholders' rights plan, or take or permit any other action that would cause the issuance of the Shares or any of the transactions contemplated by this Agreement or the other Transaction Agreements to become subject to, or fail to be exempt from, any anti-takeover or similar provisions, including any "moratorium", "control share", "fair price", "interested stockholder" or other anti-takeover laws or regulations of any jurisdiction, or any stockholders' rights plan, in each case that was not applicable to such issuance or transactions as of the date hereof.

2.11 Brokers and Finders. No broker, finder or investment bank is entitled to any financial advisory, brokerage, finder's or other fee or commission in connection with this Agreement or the Shares or the transactions contemplated hereby or thereby based upon arrangements made by or on behalf of the Company for which the Department could have any liability.

2.12 Exchange Listing. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and listed on The Nasdaq Capital Market (the "Exchange"), and the Company has taken no action designed to, or which is reasonably likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the Exchange, nor has the Company received any written notification that the Securities and Exchange Commission (the "SEC") or the Exchange is contemplating terminating such registration or listing. The Company is in compliance with applicable continued listing requirements of the Exchange in all material respects.

2.13 No Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) which are not properly reflected or reserved against (to the extent required to be so reflected or reserved against) in the Company Financial Statements in accordance with GAAP, except for (A) liabilities that have arisen since the last fiscal year end in the ordinary and usual course of business and consistent with past practice; (B) obligations expressly contemplated by, and fees and expenses payable to the Company's external representatives for services rendered in connection with, this Agreement and the transactions contemplated hereby; and (C) liabilities that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The transactions contemplated by this Agreement will not, of themselves, give rise to any defaults or any rights of conversion or redemption under any of the Company's outstanding debt instruments.

2.14 Litigation and Other Proceedings. There is no pending or, to the Company's knowledge, documented threatened action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration at law or in equity, before or by any governmental authority, domestic or foreign or other regulatory body or any arbitrator that relates to: (a) the legality, validity or enforceability of this Agreement or any transaction contemplated thereby; or (b) has had, or could reasonably be expected to have, a Material Adverse Effect.

2.15 Compliance with Laws. The Company and each of its subsidiaries are, and have been, in compliance with all applicable laws, statutes, rules, regulations, ordinances, judgments, orders and decrees of any governmental or regulatory authority applicable to the conduct of their respective businesses, and possess all licenses, permits, certificates and authorizations necessary to conduct their businesses as currently conducted, except, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

2.16 Disclosure. The Company has made available to the Department all the information in the Company's possession or reasonably available to the Company that the Department has requested for deciding whether to acquire the Shares. No representation or warranty of the Company contained in this Agreement, as qualified by the Disclosure Schedule, and no certificate furnished or to be furnished to the Department at the Closing contains any untrue statement of a material fact or, to the Company's knowledge, omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. It is understood that this representation is qualified by the fact that the Company has not delivered to the Department, and has not been requested to deliver, a private placement or similar memorandum or any written disclosure of the types of information customarily furnished to purchasers of securities.

3. Additional Agreements.

3.1 Investment Purposes. The Department acknowledges that the Shares have not been registered under the Securities Act or under any state securities laws. The Department (a) is acquiring the Shares pursuant to an exemption from registration under the Securities Act solely for investment without a view to sell and with no present intention to distribute them to any person in violation of the Securities Act or any applicable U.S. state securities laws; (b) will not sell or otherwise dispose of any of the Shares, except in compliance with the registration requirements or exemption provisions of the Securities Act and any applicable U.S. state securities laws; and (c) has such knowledge and experience in financial and business matters and in investments of this type that it is capable of evaluating the merits and risks of the Shares and of making an informed investment decision.

3.2 Legends. The Department agrees that all certificates or other instruments representing the Shares will bear a legend substantially to the following effect:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS."

In the event that any Shares (a) become registered under the Securities Act or (b) become eligible for transfer pursuant to an available exemption from registration under the Securities Act and applicable state securities laws, including Rule 144, subject to satisfaction of all applicable conditions and requirements (including Rule 144(i)), the Company, upon request of the Department, shall issue or cause to be recorded new certificates or book-entry notations representing such Shares, which shall not contain the legend above; *provided,* that the Department surrenders to the Company any previously issued certificates or other instruments and provides a customary representation letter that the Department is requesting such removal in connection with a sale pursuant to an applicable exemption from registration under the Securities Act.

3.3 Certain Transactions. The Company will not merge or consolidate with, or sell, transfer or lease all or substantially all of its property or assets to, any other party unless the successor, transferee or lessee party (or its ultimate parent entity), as the case may be (if not the Company), expressly assumes the due and punctual performance and observance of each and every covenant, agreement and condition of this Agreement to be performed and observed by the Company.

3.4 Transfers. Subject to compliance with applicable securities laws and the remainder of this Section 3.4, the Department shall be permitted to transfer, sell, assign or otherwise dispose of ("Transfer") all or a portion of the Shares at any time, and the Company shall take all commercially reasonable steps as may be reasonably requested by the Department to facilitate the Transfer of the Shares; *provided* that (a) the aggregate number of Shares the Department may Transfer without the prior written consent of the Company shall be limited to that number of Shares equal to (i) the total number of Shares issued to the Department pursuant to this Agreement (as adjusted to reflect any stock split, reverse stock split, stock dividend, combination, reclassification, recapitalization or other similar event affecting the Shares after the Closing), *multiplied by* (ii) a percentage equal to (A) as of the date of such Transfer, the aggregate amount of Award funds that the Company has withdrawn from ASAP (as defined in the Award Agreement) *minus* the aggregate amount of Award funds that the Company has returned to ASAP in accordance with the Award Agreement *divided by* (B) the maximum total amount of the Award set forth in the Award Agreement; and (b) the Department shall not Transfer the Shares (i) during the period commencing upon the Department's delivery of written notice to the Company of the Department's termination of the Award Agreement for convenience pursuant to Article XI.A thereof and ending 150 days following the end of the Award Period, or, if the Company provides written notice of exercise delivered to the Department in accordance with Section 3.10 hereof, upon the expiration of the Repurchase Closing Period (as defined below), or (ii) in a privately negotiated transaction to (A) any Competitor or (B) any transferee whose ownership of the Shares would (or could reasonably be expected to) cause the Company to violate any provision under the Award Agreement. As a condition precedent to any Transfer of the Shares by the Department in a privately negotiated transaction, any transferee receiving the Shares in accordance with the terms set forth above must agree to be bound by the terms of the Transaction Agreements by executing and delivering a joinder to the Transaction Agreements.

3.5 Voting Restrictions for U.S. Governmental Entities. To the extent any Shares issued to the Department hereunder carry any voting rights (collectively, "Voting Shares"), the Department agrees that, for so long as a U.S. governmental entity or instrumentality or department or agency thereof, or an entity in which the U.S. government has a majority and controlling ownership interest (collectively, "U.S. Governmental Entities"), owns any such Voting Shares, that such U.S. Governmental Entity shall not be entitled to vote any such Voting Shares at any annual or special meeting of stockholders of the Company or execute or deliver any written consent in its capacity as a holder of such Voting Shares to the greatest extent possible consistent with applicable laws, except with respect to (a) any matter on which such U.S. Governmental Entity is entitled to vote pursuant to applicable law (including by way of illustration Section 242(b)(2) of the DGCL) that would or would have the effect of increasing or decreasing the aggregate number of authorized shares of such class applicable to such Voting Shares, increasing or decreasing the par value of the shares of such class applicable to such Voting Shares, or altering or changing the powers, preferences, or special rights of the shares of such class applicable to such Voting Shares so as to affect them adversely, or (b) any merger, consolidation or similar business combination involving the Company. For the avoidance of doubt, any transferee of such Voting Shares that is not a U.S. Governmental Entity shall have the full right to vote, or act by written consent with respect to, such equity interests. This Section 3.5 shall terminate and be of no further force and effect at such time that no U.S. Governmental Entity owns any such Voting Shares.

3.6 Exchange Listing Notification. As promptly as practicable following the Closing (and in any event within the time period, required by the applicable rules of the Exchange), the Company shall file with the Exchange any applicable listing of additional shares notification or other required notice in connection with the issuance of the Shares.

3.7 Form 8-K. No later than four (4) Business Days after the date of the Closing, the Company shall file a Current Report on Form 8-K describing all material terms of the transactions contemplated by the Transaction Agreements (the "Form 8-K Filing"). From and after the date of the filing of the Form 8-K Filing, the Company shall have disclosed all material, non-public information (if any) provided to the Department by the Company in connection with the transactions contemplated by this Agreement.

3.8 Information. With a view to making available to the Department the benefits of certain rules and regulations of the SEC, which may permit the sale of the Registrable Securities to the public without registration, the Company agrees to use commercially reasonable efforts to: (a) make and keep adequate public information available, as those terms are understood and defined in Rule 144(c) or any similar or analogous rule promulgated under the Securities Act, at all times after the date hereof; (b)(i) file with the SEC, in a timely manner, all reports and other documents required of the Company under the Securities Act and the Exchange Act, and (ii) if at any time the Company is not required to file such reports, make available, upon the request of the Department, such information necessary to permit sales pursuant to Rule 144A (including the information required by Rule 144A(d)(4) under the Securities Act); (c) furnish to the Department or holder of Registrable Securities forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act and Rule 144(c)(1); a copy of the most recent annual or quarterly report of the Company; and such other reports and documents as the Department or such holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities to the public without registration; and (d) take such further action as the Department or such holder may reasonably request, all to the extent required from time to time to enable the Department or such holder to sell Registrable Securities without registration under the Securities Act. If the Registrable Securities are eligible to be sold in connection with a proposed sale or other transfer pursuant to an available exemption from registration under the Securities Act without restriction thereunder, then, at the Department's request, the Company will cause its transfer agent to remove the legend set forth in Section 3.2; *provided*, that the Department surrenders to the Company any previously issued certificates or other instruments, if applicable, and provides a customary representation letter that the Department is requesting such removal in connection with a sale or transfer pursuant to an available exemption from registration under the Securities Act. In connection therewith, if required by the Company's transfer agent, the Company will promptly cause an opinion of counsel to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent that authorize and direct the transfer agent to issue such Registrable Securities without any such legend; notwithstanding the foregoing, Company will not be required to deliver any such opinion, authorization, certificate or direction if it reasonably believes that removal of the legend could result in or facilitate transfers of securities in violation of applicable law.

3.9 Registration Rights.

(a) Registration. Subject to the terms and conditions of this Section 3.9, the Company shall use commercially reasonable efforts to file by the date that is six (6) months after the date of this Agreement (the "Filing Date") a Shelf Registration Statement with the SEC covering the resale of the Registrable Securities on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, then such registration shall be on Form S-1 or another appropriate form and shall provide for the registration of such Registrable Securities for resale by the Holders in accordance with any reasonable method of distribution elected by the Holders) (the "Registration Statement"), and, to the extent the Registration Statement has not theretofore been declared effective or is not automatically effective upon such filing, the Company shall use commercially reasonable efforts to cause the Registration Statement to be declared or become effective and to keep the Registration Statement continuously effective and in compliance with the Securities Act and usable for resale of such Registrable Securities for a period from the date of its initial effectiveness until such time as there are no Registrable Securities remaining (including by refiling such Registration Statement (or a new Shelf Registration Statement) if the initial Registration Statement expires); *provided*, however, that the Company's obligation to file a Shelf Registration Statement pursuant to this Section 3.9 shall be deemed satisfied if, as of the Filing Date, there exists a Shelf Registration Statement (including an Automatic Shelf Registration Statement (as defined in Rule 405 under the Securities Act)) previously filed by the Company that covers the resale of the Registrable Securities, and the Company files a prospectus supplement to such existing Shelf Registration Statement to register the resale of the Registrable Securities thereunder no later than the Filing Date (and references herein to the "Registration Statement" shall include any such existing Shelf Registration Statement, as supplemented). If the Company is a well-known seasoned issuer at the time of filing the Registration Statement with the SEC, the Registration Statement shall be designated as an Automatic Shelf Registration Statement (as defined in Rule 405 under the Securities Act). The Company shall use its commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable after the filing thereof, but no later than the earlier of (i) the forty-fifth (45^{th}) calendar day (or ninetieth (90^{th}) calendar day if the SEC notifies the Company that it will "review" the Registration Statement) following the Filing Date and (ii) the fifth (5^{th}) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be "reviewed" or will not be subject to further review. If any Holder intends to distribute any Registrable Securities by means of an underwritten offering it shall promptly advise the Company and the Company shall take all reasonable steps to facilitate such distribution, including the actions required pursuant to Section 3.9(c); *provided*, that the Company shall not be required to facilitate more than one completed underwritten offering within any 12-month period and the Company shall not be required to facilitate an underwritten offering unless the total number of shares of Common Stock expected to be sold in such offering exceeds at least twenty percent (20%) of the total number of Shares issued under this Agreement. The lead underwriters in any such distribution shall be selected by the Holders of a majority of the Registrable Securities to be distributed and shall be reasonably acceptable to the Company. The Company shall not be required to effect a registration (including a resale of Registrable Securities from an effective Registration Statement): (A) prior to the Filing Date; (B) with respect to securities that are not Registrable Securities; or (C) if the Company has notified the Holders that in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company or its securityholders for such registration to be effected at such time, in which event the Company shall have the right to defer such registration for a period of not more than forty-five (45) days after receipt of the request of the applicable Holder; *provided*, that such right to delay a registration shall be exercised by the Company (x) only if the Company has generally exercised (or is concurrently exercising) similar black-out rights against holders of any similar securities that have registration rights and (y) not more than three times in any 12-month period and not more than ninety (90) days in the aggregate in any 12-month period. The Company shall notify the Holders of the date of any anticipated termination of any such deferral period prior to such date.

(b) Piggyback Registration Rights. If during any period when an effective Shelf Registration Statement is not available, the Company proposes to register any of its equity securities, other than a registration pursuant to Section 3.9(a) or a Special Registration or a registration related to an at-the-market offering program, and the registration form to be filed may be used for the registration or qualification for distribution of Registrable Securities, the Company will give prompt written notice to the Department and all other Holders of its intention to effect such a registration (but in no event less than fifteen (15) days prior to the anticipated filing date) and will include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion therein within ten (10) Business Days after the date of the Company's notice (a "Piggyback Registration"). Any Holder that has made such a written request may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the lead managing underwriter, if any, on or before the fifth (5^{th}) Business Day prior to the planned effective date of such Piggyback Registration. The Company may terminate or withdraw any registration under this Section 3.9(b) prior to the effectiveness of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. If, in connection with a Piggyback Registration that involves an underwritten offering, the lead managing underwriter advises the Company in writing that, in its or their opinion, the inclusion of all the securities sought to be included in such underwritten offering would adversely affect the probability of success, the proposed offering price, the timing or the distribution method thereof, then the Company shall include in such underwritten offering (and in the registration statement applicable to such Piggyback Registration) only such securities as the Company is so advised by such lead managing underwriter can be sold without such an effect, in the following order of priority: (1) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of shares of equity securities to be sold by the Company as the Company, in its reasonable judgment, shall have determined, (B) second, a pro rata number of shares consisting of (x) Registrable Securities of the Holders and (y) shares held by any other persons having rights of registration on parity with the Holders with respect to such offering (in each case, based on the number of shares of equity securities properly requested to be included in such offering), and (C) third, shares of equity securities sought to be registered by holders not otherwise encompassed by clause (B) of this Section 3.9(b); or (2) if the Piggyback Registration relates to an offering other than for the Company's own account, then (A) first, the Registrable Securities of the Holders and shares of equity securities sought to be registered by persons having rights of registration on parity with the Holders (pro rata on the basis of shares properly requested), (B) second, shares of equity securities to be sold by the Company, and (C) third, any remaining shares.

(c) Expenses of Registration. All Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to this Section 3.9 shall be borne by the Company. All Selling Expenses incurred in connection with any registrations pursuant to this Section 3.9 shall be borne by the Holders of the securities so registered pro rata on the basis of the aggregate offering or sale price of the securities so registered.

(d) Obligations of the Company. The Company shall use commercially reasonable efforts, for so long as there are Registrable Securities outstanding, to take such actions as are under its control to not become an ineligible issuer (as defined in Rule 405 under the Securities Act) and to remain a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) if it has such status on the date hereof or becomes eligible for such status in the future. In addition, whenever required to effect the registration of any Registrable Securities or facilitate the distribution of Registrable Securities pursuant to an effective Shelf Registration Statement, the Company shall, as expeditiously as reasonably practicable:

(i) Prepare and file with the SEC a prospectus supplement with respect to a proposed offering of Registrable Securities pursuant to an effective registration statement, subject to Section 3.9(f), keep such registration statement effective and keep such prospectus supplement current until the securities described therein are no longer Registrable Securities. The plan of distribution included in such registration statement, or applicable prospectus supplement, shall include, among other things, an underwritten offering, ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers, block trades, privately negotiated transactions, the writing or settlement of options or other derivative transactions and any other method permitted pursuant to applicable law, and any combination thereof.

(ii) Prepare and file with the SEC such amendments and supplements to the applicable registration statement and the prospectus or prospectus supplement used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement.

(iii) Furnish to the Holders and any underwriters such number of copies of the applicable registration statement and each such amendment and supplement thereto (including in each case all exhibits) and of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned or to be distributed by them.

(iv) Use commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or "blue sky" laws of such jurisdictions as shall be reasonably requested by the Holders or any managing underwriter, to keep such registration or qualification in effect for so long as such registration statement remains in effect, and to take any other action which may be reasonably necessary to enable such seller to consummate the disposition in such jurisdictions of the securities owned by such Holder; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(v) Notify each Holder of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the applicable prospectus, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

(vi) Give written notice to the Holders: (A) when any registration statement filed pursuant to this Section 3.9 or any amendment thereto (except for any amendment effected by the filing of an Annual Report on Form 10-K with the SEC) has been filed with the SEC and when such registration statement or any post-effective amendment thereto has become effective; (B) of any request by the SEC for amendments or supplements to any registration statement or the prospectus included therein or for additional information; (C) of the issuance by the SEC of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose; (D) of the receipt by the Company or its legal counsel of any notification with respect to the suspension of the qualification of the Common Stock for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and (E) of the happening of any event that requires the Company to make changes in any effective registration statement or the prospectus related to the registration statement in order to make the statements therein not misleading (which notice shall be accompanied by an instruction to suspend the use of the prospectus until the requisite changes have been made).

(vii) Use commercially reasonable efforts to prevent the issuance of, or obtain the withdrawal of, any stop order suspending the effectiveness of any registration statement at the earliest practicable time.

(viii) Upon the occurrence of any event contemplated by Section 3.9(d)(v), 3.9(d)(vi)(E) or 3.9(f), promptly prepare a post-effective amendment to such registration statement or a supplement to the related prospectus or file any other required document so that, as thereafter delivered to the Holders and any underwriters, the prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading. If the Company notifies the Holders in accordance with Section 3.9(d)(vi)(E) to suspend the use of the prospectus until the requisite changes have been made, then the Holders and any underwriters shall suspend use of such prospectus and use their commercially reasonable efforts to return to the Company all copies of such prospectus (at the Company's expense) other than permanent file copies then in such Holders' or underwriters' possession. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed ninety (90) days. The Company shall notify the Holders of the date of any anticipated termination of any such suspension period prior to such date.

(ix) Use commercially reasonable efforts to procure the cooperation of the Company's transfer agent in settling any offering or sale of Registrable Securities, including with respect to the transfer of physical stock certificates into book-entry form in accordance with any procedures reasonably requested by the Holders or any managing underwriter.

(x) If an underwritten offering is requested pursuant to Section 3.9(a), enter into an underwriting agreement in customary form, scope and substance and take all such other actions reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith or by any managing underwriter, if any, to expedite or facilitate the underwritten disposition of such Registrable Securities, and in connection therewith in any underwritten offering (including making members of management and executives of the Company available to participate in "road shows" and similar marketing activities), (i) make such representations and warranties to the selling Holders and the managing underwriters, if any, with respect to the business of the Company and its Subsidiaries, the Registration Statement and prospectus in customary form, substance and scope, and, if true, confirm the same if and when requested, (ii) use commercially reasonable efforts to furnish the managing underwriters with opinions and "10b-5" letters of counsel to the Company, addressed to the managing underwriters, if any, covering the matters customarily covered in such opinions and letters in underwritten offerings, (iii) use commercially reasonable efforts to obtain "cold comfort" letters from the independent certified public accountants of the Company who have certified the financial statements included in such Registration Statement, addressed to each of the managing underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters, (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures customary in underwritten offerings (provided that no Holder shall be obligated to provide any indemnity), and (v) deliver such documents and certificates as may be reasonably requested by the Holders of a majority of the Registrable Securities being sold in connection therewith, their counsel and the managing underwriters, if any, to evidence the continued validity of the representations and warranties made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement.

(xi) Make available for inspection by a representative of the Holders, the managing underwriters, if any, and any attorneys or accountants retained by such Holders or managing underwriters, at the offices where normally kept, during reasonable business hours, financial and other records, pertinent corporate documents and properties of the Company, and cause the officers, directors and employees of the Company to supply all information in each case reasonably requested by any such representative, managing underwriters, attorney or accountant in connection with such Registration Statement.

(xii) Use commercially reasonable efforts to cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed.

(xiii) If requested by the Holders of a majority of the Registrable Securities being registered or sold in connection therewith, or the managing underwriters, if any, promptly include in a prospectus supplement or amendment such information as such Holders or managing underwriters may reasonably request in order to permit the intended method of distribution of such securities, and make all required filings of such prospectus supplement or such amendment as soon as practicable after the Company has received such request.

(xiv) Timely provide to its security holders earnings statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(e) Suspension of Sales. Upon receipt of written notice from the Company that a registration statement, prospectus or prospectus supplement contains or may contain an untrue statement of a material fact or omits or may omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that circumstances exist that make inadvisable use of such registration statement, prospectus or prospectus supplement, each Holder of Registrable Securities shall forthwith discontinue disposition of Registrable Securities until such Holder has received copies of a supplemented or amended prospectus or prospectus supplement, or until such Holder is advised in writing by the Company that the use of the prospectus and, if applicable, prospectus supplement may be resumed, and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the prospectus and, if applicable, prospectus supplement covering such Registrable Securities current at the time of receipt of such notice. The total number of days that any such suspension may be in effect in any 12-month period shall not exceed ninety (90) days. The Company shall notify the Holders prior to the anticipated termination of any such suspension period of the date of such anticipated termination.

(f) Indemnification.

(i) The Company agrees to indemnify each Holder and, if a Holder is a person other than an individual, such Holder's officers, directors, employees, agents, representatives and Affiliates, and each Person, if any, that controls a Holder within the meaning of the Securities Act (each, an "Indemnitee"), against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable fees, expenses and disbursements of attorneys and other professionals incurred in connection with investigating, defending, settling, compromising or paying any such losses, claims, damages, actions, liabilities, costs and expenses), joint or several, arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any registration statement filed pursuant to this Section 3.9, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto or any documents incorporated therein by reference or contained in any free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by the Company or authorized by it in writing for use by such Holder (or any amendment or supplement thereto); or any omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; *provided*, that the Company shall not be liable to such Indemnitee in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon (A) an untrue statement or omission made in reliance upon and in conformity with information regarding such Indemnitee or its plan of distribution or ownership interests which was furnished in writing to the Company by such Indemnitee expressly for use in connection with such registration statement, including any such preliminary or final prospectus or any such amendments or supplements thereto, or (B) offers or sales effected by or on behalf of such Indemnitee "by means of" (as defined in Rule 159A under the Securities Act) a "free writing prospectus" (as defined in Rule 405 under the Securities Act) that was not authorized in writing by the Company. For the avoidance of doubt, no Holder shall be required to provide any indemnity in connection with any registered offering of Registrable Securities.

(ii) Contribution. If the indemnification provided for in Section 3.9(f)(i) is unavailable to an Indemnitee with respect to any losses, claims, damages, actions, liabilities, costs or expenses referred to therein or is insufficient to hold the Indemnitee harmless as contemplated therein, then the Company, in lieu of indemnifying such Indemnitee, shall contribute to the amount paid or payable by such Indemnitee as a result of such losses, claims, damages, actions, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnitee, on the one hand, and the Company, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, actions, liabilities, costs or expenses as well as any other relevant equitable considerations. The relative fault of the Company, on the one hand, and of the Indemnitee, on the other hand, shall be determined by reference to, among other factors, whether the untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company or by the Indemnitee and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; the Company and each Holder agree that it would not be just and equitable if contribution pursuant to this Section 3.9(f)(ii) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 3.9(f)(i). No Indemnitee guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from the Company if the Company was not guilty of such fraudulent misrepresentation.

(g) No Inconsistent Agreements. The Company shall not, on or after the date hereof, enter into any agreement with respect to its securities that may impair the rights granted to the Holders under this Section 3.9 or that otherwise conflicts with the provisions hereof in any manner that may impair the rights granted to the Holders under this Section 3.9. In the event the Company has, prior to the date hereof, entered into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders under this Section 3.9 (including agreements that are inconsistent with the order of priority contemplated by Section 3.9(b)) or that may otherwise conflict with the provisions hereof, the Company shall use commercially reasonable efforts to amend such agreements to ensure they are consistent with the provisions of this Section 3.9. Any transaction entered into by the Company that would reasonably be expected to require the inclusion in a Registration Statement or any Company Report filed with the SEC of any separate financial statements pursuant to Rule 3-05 of Regulation S-X or pro forma financial statements pursuant to Article 11 of Regulation S-X shall include provisions requiring the Company's counterparty to provide any information necessary to allow the Company to comply with its obligations under this Section 3.9.

(h) Assignment of Registration Rights. The rights of the Department to registration of Registrable Securities as a Holder pursuant to Section 3.9(a) or Section 3.9(b) (and the related provisions of this Section 3.9) may be assigned by the Department to a transferee or assignee of Registrable Securities in connection with a Transfer of Registrable Securities representing at least fifteen percent (15%) of the total number of Registrable Securities initially outstanding as of the date of this Agreement; *provided*, that the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the number and type of Registrable Securities that are being assigned. Any such assignee shall be deemed a "Holder" hereunder.

(i) Clear Market. With respect to any underwritten offering of Registrable Securities by any Holder pursuant to this Section 3.9, the Company agrees not to effect (other than pursuant to such registration or pursuant to a Special Registration) any public sale or distribution, or to file any Shelf Registration Statement (other than such registration or a Special Registration) covering any of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the period not to exceed thirty (30) days following the effective date of such offering, provided, that the foregoing shall not apply to sales under any at-the-market program in effect prior to the launch of such underwritten offering. The Company also agrees to cause such of its directors and senior executive officers to execute and deliver customary lock-up agreements in such form and for such time period up to thirty (30) days as may be requested by the managing underwriter.

(j) Termination of Registration Rights. A Holder's registration rights as to any securities held by such Holder shall not be available unless such securities are Registrable Securities.

(k) Certain Offerings by Holders. In the case of any securities held by a Holder that cease to be Registrable Securities solely by reason of clause (2) in the definition of "Registrable Securities" (i.e., they are eligible to be sold pursuant to Rule 144 without limitations), the provisions of Section 3.9(a) (with respect to underwritten offerings), clauses (iv), (ix) and (x) through (xiii) of Section 3.9(d), Section 3.8, Section 3.9(g) and Section 3.9(i) shall continue to apply until such securities otherwise cease to be Registrable Securities. In any such case, an "underwritten" offering or other disposition shall include any distribution of such securities on behalf of such Holder by one or more broker-dealers, an "underwriting agreement" shall include any purchase agreement entered into by such broker-dealers, and any "registration statement" or "prospectus" shall include any offering document approved by the Company and used in connection with such distribution.

3.10 Repurchase upon Award Agreement Termination for Convenience. Subject to the terms and conditions of this Agreement, if at any time prior to the end of the Award Period the Department terminates the Award Agreement for convenience pursuant to Article XI.A thereof, the Company shall have the right (exercisable by written notice to the Department delivered no earlier than 120 days, and no later than 150 days, following the end of the Award Period) to repurchase from the Department, at an aggregate purchase price of $1.00, that number of Shares held by the Department equal to (a) the total number of Shares issued to the Department pursuant to this Agreement (as adjusted to reflect any stock split, reverse stock split, stock dividend, combination, reclassification, recapitalization or other similar event affecting the Shares after the Closing), *multiplied by* (b) a percentage equal to (i) as of such exercise, the sum of the total amount of the Award that (x) the Company has not received, *plus* (y) the Company has returned to the Department prior to being applied to Eligible Uses of Funds, in each case in accordance with the Award Agreement, *divided by* (ii) the maximum total amount of the Award set forth in the Award Agreement. In the event the Company elects to exercise its repurchase right under this Section 3.10, the closing of such purchase shall occur as soon as reasonably practicable, but in any event no later than thirty (30) days after the Company's written notice of exercise delivered to the Department in accordance with this Section 3.10 (such period, the "Repurchase Closing Period"). At such closing, the Department shall surrender any Shares purchased hereunder, duly endorsed, to the office or agency of the Company set forth on Exhibit A against receipt of such aggregate purchase price.

4. Miscellaneous.

4.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Department or the Company.

4.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.3 Governing Law. This Agreement will be governed by and construed in accordance with the federal law of the United States if and to the extent such law is applicable, and otherwise in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State. Each of the Company and Department agrees (a) to submit to the non-exclusive general jurisdiction and venue of (i) the courts of the United States in or for the District of Columbia, (ii) the courts of the United States in and for the Southern District of New York, (iii) any other federal court of competent jurisdiction in any other jurisdiction where the Company or any of its property may be found, and (iv) appellate courts from any of the foregoing, in each case for any civil action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby, and (b) that notice may be served upon the Company and the Department in accordance with Section 4.7; *provided*, that nothing herein shall affect the right of the Department to effect service of process in any other manner permitted by law.

4.4 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION AGREEMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

4.5 Counterparts. This Agreement may be executed in two 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.

4.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules shall, unless otherwise provided, refer to sections and paragraphs of this Agreement and exhibits and schedules attached to this Agreement, all of which exhibits and schedules are incorporated in this Agreement by reference.

4.7 Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and sent by electronic mail and shall be deemed effectively given when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day. All communications shall be sent to the respective parties at their address as set forth on Exhibit A, or to such address or e-mail address as subsequently modified by written notice to the other parties hereto given in accordance with this Section 4.7.

(b) Consent to Electronic Notice. The Department consents to the delivery of any stockholder notice pursuant to the DGCL, as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Department's name on Exhibit A as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

4.8 Fees and Expenses. The Company shall pay all reasonable and documented out-of-pocket expenses incurred by the Department (including the reasonable fees, charges and disbursements of any counsel for the Department) in connection with the preparation, negotiation, execution, delivery and administration of the Transaction Agreements, any other agreements or documents executed in connection therewith, or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated hereby or thereby shall be consummated).

4.9 Costs of Enforcement. All reasonable and documented out-of-pocket expenses incurred by the Department (including the fees, charges and disbursements of any counsel for the Department), in connection with the enforcement of its rights under the Transaction Agreements, any other agreements or documents executed in connection therewith, or any amendments, modifications or waivers of the provisions thereof (whether or not the transactions contemplated thereby shall be consummated), including all such out-of-pocket expenses incurred during any workout, restructuring, negotiations or enforcement in respect of the Transaction Agreements and other agreements or documents executed in connection therewith, shall be borne by the Company.

4.10 Specific Performance. The parties acknowledge that there would be no adequate remedy at law if the Company fails to perform any of its obligations hereunder (including Section 3.9) and that the Department and the Holders from time to time would be irreparably harmed by any such failure, and accordingly agree that the Department and such Holders, in addition to any other remedy to which they may be entitled at law or in equity, to the fullest extent permitted and enforceable under applicable law, shall be entitled to compel specific performance of the obligations of the Company under Section 3.9 in accordance with the terms and conditions of Section 3.9.

4.11 Amendments and Waivers. Except as otherwise specifically set forth in this Agreement, any term of this Agreement may be amended, terminated or waived only with the written consent of the Company and the Department. Any amendment or waiver effected in accordance with this Section 4.11 shall be binding upon the Department and each transferee of the Shares.

4.12 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

4.13 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

4.14 Entire Agreement. This Agreement (including the Exhibits hereto) and the other Transaction Agreements constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly cancelled.

4.15 No Commitment for Additional Financing. The Company acknowledges and agrees that the Department has not made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than as set forth in the Award Agreement and subject to the conditions set forth therein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by the Department or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by the Department or its representatives, and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by the Department and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. The Department shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

4.16 Waiver of Conflicts. Each party to this Agreement acknowledges that Hogan Lovells Cadwalader US LLP, counsel for the Company, may have in the past performed, and may continue to or in the future perform, legal services for the Department in matters that are similar, but not substantially related, to the transactions described in this Agreement, including the representation of the Department in venture capital financings and other matters. Accordingly, each party to this Agreement hereby acknowledges that (a) they have had an opportunity to ask for information relevant to this disclosure, and (b) Hogan Lovells Cadwalader US LLP represents only the Company with respect to the Agreement and the transactions contemplated hereby. The Company gives its informed consent to Hogan Lovells Cadwalader US LLP's existing or future representation of the Department in matters not substantially related to this Agreement, and the Department gives its informed consent to Hogan Lovells Cadwalader US LLP's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

4.17 Construction. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein", "hereto", "hereof" and words of similar import refer to this Agreement as a whole, including the Schedules, and not to any particular section, subsection, paragraph, subparagraph or clause set forth in this Agreement; (b) words importing the singular shall also include the plural, and vice versa; (c) the words "include", "includes" or "including" shall be deemed to be followed by the words "without limitation"; (d) references to "$" shall be references to United States dollars; (e) the word "or" is disjunctive but not necessarily exclusive; (f) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (g) the word "day" means calendar day unless business day is expressly specified; (h) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase shall not mean simply "if"; (i) all references to Sections or Schedules are to Sections and Schedules of this Agreement; and (j) all references to any law will be to such law as amended, supplemented or otherwise modified from time to time. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Documents, materials and information are deemed to have been "made available" or "furnished" to the Department, if such documents, materials or information were, at least one (1) Business Day prior to the date hereof, (i) available for review by such Person, its Affiliates and its representatives through the electronic data room in connection with the transactions contemplated under the Transaction Agreements, or (ii) otherwise provided in writing (including by electronic mail) by or on behalf of the Company to such Person or any of its Affiliates or representatives (it being understood that information conveyed solely orally, including by telephone or in-person presentation, shall not be deemed "made available" or "furnished").

4.18 Interpretation. This Agreement and the other Transaction Agreements are the result of negotiations between sophisticated parties and have been reviewed by each party and their respective counsel. Accordingly, each Transaction Agreement shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any party. For the avoidance of doubt, this Agreement, the other Transaction Agreements, and the issuance of the securities contemplated in connection therewith are not intended to and do not exert control over the Company such that the Company is acting as an agency of the United States. It is acknowledged and agreed that the terms of this Agreement and the other Transaction Agreements shall be so interpreted and applied.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Securities Issuance Agreement as of the date first written above.

COMPANY: RIGETTI COMPUTING, INC.

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

DEPARTMENT: UNITED STATES DEPARTMENT OF COMMERCE

By: /s/ Bill Frauenhofer
Name: Bill Frauenhofer
Title: Executive Director of Semiconductor Innovation and Investment

[SIGNATURE PAGE TO SECURITIES ISSUANCE AGREEMENT]

EXHIBITA

Item 1

Shares

Stock: Common stock, $0.0001 par value per share

Number of Shares: 7,739,938

Name in which the Shares to be issued should be registered: United States Department of Commerce

Item 2

Company notice information:

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

with a simultaneous copy for any notice (which shall not constitute notice) to:

Hogan Lovells Cadwalader US LLP
390 Madison Avenue
New York, NY 10017
Attention: Rupa Briggs; Peter Cohen-Millstein
Email: [***];
[***]

Hogan Lovells Cadwalader US LLP
Columbia Square
555 Thirteenth Street, NW
Washington, D.C. 20004
Attention: Brian O'Fahey
Email: [***]

Item 3

Department notice information:

Attention:	CRDO Director
Email:	[***]

with a copy to:

United States Department of Commerce
1401 Constitution Avenue, NW
Washington, D.C. 20230
Attention: CRDO Director

EXHIBIT B

DISCLOSURE SCHEDULE

EXHIBIT C

FORM OF OPINION

Exhibit 99.1

Rigetti Signs Definitive Agreement for $100M with U.S. Government to Accelerate R&D for Superconducting Quantum Computing

Rigetti announces that it has signed a definitive agreement with the U.S. Department of Commerce for an award of $100 million to accelerate R&D projects addressing key technical challenges in scaling and advancing superconducting quantum computers.

Berkeley, CA, September 8, 2026 -- Rigetti Computing, Inc. (Nasdaq: RGTI) ("Rigetti" or the "Company"), a pioneer in full-stack quantum-classical computing, today announced that its wholly owned subsidiary, Rigetti & Co, LLC, has signed a definitive agreement with the U.S. Department of Commerce (the "Department") for an award of $100 million in funding to accelerate superconducting quantum computing R&D.

The funding is allocated under the CHIPS Research and Development Office Broad Agency Announcement pursuant to the CHIPS Act.

Under the agreement, Rigetti will pursue three R&D projects that aim to address major technical bottlenecks in scaling superconducting quantum computing and will accelerate the Company's roadmap towards utility-scale quantum computing:

1. Compressing readout electronics into an integrated, miniaturized package
2. Expanding cryogenic capacity by orders of magnitude using a new cryostat architecture
3. Developing the fabrication capabilities for high-connectivity chip architectures

Quantum computing has tremendous promise to dramatically transform critical areas including cryptography, chemistry, materials science, mathematical optimization, and AI/machine learning. Governments worldwide are investing in this emerging technology given the national security and economic implications of quantum advantage.

"We are proud to be selected by the U.S. government to accelerate R&D and progress against our roadmap to deliver commercially viable quantum computing capabilities," says Dr. Subodh Kulkarni, Rigetti CEO. "Solving crucial challenges in scaling gives us the opportunity to transform the industry by putting large-scale quantum computers in the hands of America's quantum computing researchers faster. Shortening the time to build quantum systems at scale and reducing their cost will also allow for broader adoption, which will strengthen our domestic quantum computing ecosystem."

The Department will receive a minority, non-controlling equity stake in Rigetti as a condition for receiving the funds to enhance the return for the U.S. taxpayer.

About Rigetti

Rigetti is a pioneer in full-stack quantum computing. Rigetti quantum computers are based on superconducting qubits, which are widely believed to be the leading qubit modality given their maturity, clear path to scaling, and fast gate speeds. Rigetti quantum computing systems achieve gate speeds of 50-70 nanoseconds, which is about 10,000 times faster than trapped-ion systems and 100 times faster than neutral-atom systems.

Rigetti sells on-premises 9-qubit to 108-qubit quantum computing systems, which support national laboratories and quantum computing centers. Rigetti's Cepheus 36-qubit to 108-qubit systems are based on the Company's proprietary chiplet-based technology and include the Company's control electronics. Rigetti's 9-qubit Novera QPU supports 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 operates quantum computers over the cloud through its Rigetti Quantum Cloud Services (QCS) platform, enabling global enterprise, government, and research clients to pursue R&D. The Company's proprietary quantum-classical infrastructure provides high-performance integration with public and private clouds for practical quantum computing.

Rigetti developed the industry's first multi-chip quantum processor for scalable quantum computing systems. Leveraging this proprietary technology, Rigetti deployed the industry's largest multi-chip quantum computer in 2026 with Cepheus-1-108Q, based on twelve 9-qubit chiplets tiled together. 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/.

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 with respect to the Company's expectations regarding its future success and performance including expectations with respect to its R&D; achieving the aim of the three R&D projects being pursued under the definitive agreement; the promise quantum computers have to dramatically transform critical areas including cryptography, chemistry, materials science, mathematical optimization, and AI/machine learning; the timeline for building quantum systems at scale and reducing their costs; and the Company's ability to receive funding amounts as contemplated by the definitive agreement, including the timeline for such funding. 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 issuance of securities to the Department pursuant to the definitive agreement (including dilution to existing stockholders); the Company's ability to achieve milestones, technological advancements, including with respect to its technology roadmap; Company's ability to deliver products to customers in time or at all, including actions by customers, such as controls over their facilities and cancelling orders; 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; 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, military conflicts, 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, 2025 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 and other documents filed by the Company from time to time with the Securities and Exchange Commission. 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.