

# QUTE Platform Terms and Conditions

**Please read these Terms and Conditions carefully.**

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind the entity to this Agreement, in which case “you” will mean the entity you represent. You agree to cooperate with CTIC and provide reasonably requested information to verify your compliance with this Agreement.

## **1. Authorised Users.**

You may allow employees of your entity to access and use our quantum computing platform from your secure network to perform work on your behalf. If you are an academic institution you may allow users enrolled or employed by the academic institution to access and use the platform from your secure network.

## **2. User Access Request.**

CTIC may only grant access to the platform to a user identified by an email address and once you have provided all the mandatory information specified in the online request form (<https://forms.gle/vGuLSZa8S4LvMt9J9>). CTIC will consider each request on a case-by-case basis and send you an email explaining the decision and reasoning, as well as access instructions and fees if applicable.

## **3. Service Fees.**

QUTE's services are mostly free of charge. There is no charge for academic parties, such as research networks and research groups. However, CTIC reserves the right to throttle your usage for long lasting and very resource intensive experiments. Researchers planning to run such experiments are encouraged to contact the QUTE team in advance in order to find the best schedule. For commercial use, fees must be agreed to and set out in a private service contract between you and CTIC.

## **4. Commercial Use.**

You need a commercial use permit if you charge a fee for a service that is provided in whole or in part through the use of the QUTE platform or any results obtained from it. Although platform usage is allowed for commercial purposes, CTIC believes that the benefits of quantum technology should be shared. Thus, insights should be shared. When you have finished quantum processing, the research results must be shared, for example, in research records or academic publications.

## **5. Attribution and Publicity.**

For research papers, CTIC encourages authors to acknowledge QUTE citing <https://doi.org/10.5281/zenodo.5561049> and including: “We acknowledge the use of CTIC’s QUTE platform for this work. The views expressed are those of the authors, and do not reflect the official policy or position of CTIC or the CTIC Quantum team”. By using our platform, you authorise us to use your entity’s name, logo and other applicable trademarks solely for the purpose of referencing you as a user of QUTE in promotional and marketing materials. If you do not wish to be referenced please contact us.

**6. Third Party Licences.**

This platform uses certain free/open-source software and other third-party components, including but not limited to: JupyterLab (Project Jupyter Contributors), Qiskit (IBM and contributors, Apache Licence 2.0), PennyLane (Xanadu Quantum Technologies Inc., Apache License 2.0), PyTorch (PyTorch Contributors, BSD-style license), TensorFlow (TensorFlow Authors, Apache License 2.0), JAX (Google LLC, Apache License 2.0), Docker (Docker Inc., Apache Licence 2.0), and NVIDIA CUDA (NVIDIA Corporation, proprietary license). Use of third-party software is subject to the applicable third-party licence terms. Copyright in third-party software is held by the respective copyright holders as indicated in the relevant licence texts and/or documentation.

**7. No Warranties.**

The software is provided by CTIC “AS-IS” and “WITH ALL FAULTS” and does not carry any warranties or support services.

**8. Limitation of Liability.**

In no event shall CTIC be liable for any damages whatsoever arising out of or in connection with the use of or inability to use the platform or any of its components. The user must not use the platform in any way that is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

**9. Termination.**

CTIC may, at any time, terminate this Agreement if you fail to comply with any term of this Agreement; if you commence or participate in any legal proceeding against CTIC with respect to the platform; or if CTIC decides to no longer provide the platform in a country or, in CTIC’s sole discretion, if it is no longer commercially viable.

**10. Governing Law and Jurisdiction.**

This Agreement will be governed in all respects by the laws of Spain. Any dispute that might arise concerning this Agreement shall be settled amicably. If this is not possible, the Parties hereby submit any dispute relating to the exclusive jurisdiction of the Courts of Asturias.

**11. How to Contact Us.**

If you experience problems with our platform or would like to comment on it, please feel free to contact us by sending an email to [gute@ctic.es](mailto:gute@ctic.es)