

Terms of Use

Effective: January 8, 2020

Acceptance of the Terms and Conditions.

EQRx, Inc. (herein referred to as the “**Company**,” “**we**,” “**us**” or “**our**”) provides and makes available this web site (the “**Web Site**”). All use of the Web Site is subject to the terms and conditions contained in this Terms of Use Agreement (the “**Agreement**”). Please read this Agreement carefully. By accessing, browsing or otherwise using the Web Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Web Site.

You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Web Site. The revised terms and conditions will become effective at the time of posting. Any use of the Web Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Web Site.

Your access to and use of the Web Site is also subject to the Company’s Privacy Policy located [here](#), the terms and conditions of which are hereby incorporated herein by reference.

Use of the Web Site.

This Web Site contains material, including but not limited to software, text, graphics and images (collectively referred to as the “**Content**”). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Web Site shall automatically terminate and you shall immediately destroy any copies you have made of the Content.

Company reserves the right to modify or discontinue, temporarily or permanently, the Web Site (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Web Site.

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You agree not to: (a) take any action that imposes an unreasonable load on the Web Site’s infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on the Web Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Web Site, (4) delete or alter any material posted on the Web Site by the Company or any other person or entity, or (5) frame or link to any of the materials or information available on the Web Site.

The Web Site, from time to time, may contain links to third-party web sites (“**External Sites**”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

Certain elements of the Web Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 2.1 of the Agreement. None of the Content for this Web Site may be retransmitted without the express written consent from the Company for each and every instance.

General Practices Regarding Use and Storage: You acknowledge that Company may establish general practices and limits concerning use of the Web Site, including without limitation the maximum period of time that data or other content will be retained by the Web Site and the maximum storage space that will be allotted on Company's servers on your behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Web Site. You acknowledge that Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials that you upload, post, publish, display, email, or otherwise use via the Web Site. The following are examples of the kind of content and/or use that is illegal or prohibited by Company. Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this provision, including without limitation, removing the offending content from the Web Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. Notwithstanding the foregoing, you agree to not use the Web Site to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Web Site, or which may expose Company or its users to any harm or liability of any type;
- interfere with or disrupt the Web Site or servers or networks connected to the Web Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Web Site; or violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Web Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Web Site.

Limitation of Liability and Disclaimer of Warranties.

THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “**COMPANY PARTIES**”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE WEB SITE OR CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS. THE COMPANY PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE WEB SITE OR CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEB SITE AND THE CONTENT AT YOUR OWN RISK.

THE COMPANY PARTIES DO NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEB SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO COMPANY PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE WEB SITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL ANY COMPANY PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, IN SUCH STATES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU, AND THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF YOU ARE FROM NEW JERSEY, THE FOREGOING SECTIONS 4.1 AND 4.2 ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS

HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Indemnification. You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Web Site. The Company shall provide notice to you of any such claim, suit, or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Company's defense of such matter.

Termination of the Agreement.

The Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Web Site or the Content at any time and for any reason without prior notice or liability. The Company reserves the right to change, suspend, or discontinue all or any part of the Web Site or the Content at any time without prior notice or liability.

Sections 2 (Use of the Web Site), 4 (Limitation of Liability and Warranty), 5 (Indemnification), 6 (Termination of Agreement), and 9 (Miscellaneous) shall survive the termination of this Agreement.

User Must Comply with Applicable Laws.

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Miscellaneous.

This Agreement is governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Boston in the Commonwealth of Massachusetts. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of the Company to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Company unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by the Company and you, this Agreement constitutes the entire Agreement between you and the Company with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any information submitted or provided by you to the Web Site might be publicly accessible. Important and private information should be protected by you. The Company is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.