

Azure Quantum Credit Program Terms

By submitting an application for credits, activating or using any credits awarded, or otherwise participating in the Credit Program, you agree the following terms and conditions (“Program Terms”) on behalf of your company, academic institution, or other approved organization (collectively, “Institution”). You represent and warrant that you have full rights and authority to enter into these Program Terms on behalf of Institution and that Institution’s participation in the Credit Program will comply with applicable law.

1. Microsoft has established a credit program for qualified Institutions accessing third-party quantum hardware using Azure Quantum (“Credit Program”). Credits are awarded on a project-by-project basis, at Microsoft’s discretion, based on the application submitted on behalf of Institution. Participating quantum hardware providers (“Providers”) are determined by Microsoft.
2. Qualified Institutions must meet all eligibility requirements established by Microsoft. Each application submitted by a qualified Institution must meet the minimum requirements established by Microsoft. Among eligible applicants, applications will be selected in Microsoft’s discretion based on considerations including but not limited to perceived technical merit, potential impact, program bandwidth, and funding considerations. Notwithstanding the foregoing, Institution acknowledges that Microsoft may revoke any unexpended credits granted under this Credit Program on 30 days prior notice.
3. Credits are valid for and can only be applied to the specified Provider and project described in Institution’s application and specified in Microsoft’s credit offer in which the credits are awarded. Microsoft may award credits to a single Provider or may split credits amongst multiple Providers in its sole discretion. Credits are valid solely for non-commercial uses. Credits can only be applied on behalf of a qualified Institution. Non-compliance with these Credit Program Terms and any other applicable Credit Program requirements, including without limitation the terms of Microsoft’s credit offer, will result in the automatic termination of the credits. For purposes of this Credit Program, “commercial use” does not include research and development use by a commercial entity for pre-launch product development, but does include use to operate any existing product or service. Credits are non-transferable and may not be sold, transferred, or bartered. Credits have no cash value and cannot be converted to Azure credits or otherwise applied to any Azure services (e.g., Azure Storage or Azure Compute).
4. Each Credit offer must be accepted in writing by Institution within 30 days of the project start date indicated in the Credit Program application or the credit offer will be automatically rescinded. Credits expire on the earlier of (a) the date specified Microsoft’s grant of credits to Institution or, if no date is specified, 180 days from the activation date, or (b) the date when the credit is fully used. Expired credits cannot be applied to any account or redeemed in any form. When Institution’s credits expire, Institution’s account will not convert to a paid account. Institution will need to open a new account with Provider for paid access to Provider’s hardware. Institution’s rights in connection with both accounts are governed by the Provider’s end user license agreement.
5. All credit awards are conditioned on acceptance of and compliance with the applicable Provider’s end user license agreement, Microsoft’s Online Services Terms, and any other applicable terms of service. These Program Terms apply solely to the Credit Program. Access to and use of any Provider’s hardware is subject to the end user license agreement between Institution and the applicable Provider. Access to and use of the Azure Quantum Service is subject to the applicable agreement between Institution and Microsoft, including without limitation the Microsoft Online Services Terms.
6. Institution agrees that Microsoft may share any information submitted in connection with the Credit Program with Microsoft’s partners, including without limitation any Providers, for the purpose of Institution’s participation in the Credit Program. Institution will cooperate with Microsoft with respect to publicity related to participation in the Credit Program and any projects enrolled in the Credit Program. Institution agrees that

Microsoft may reference Institution and its trademarks in promotional materials. Microsoft will reference Institution's trademarks in accordance with trademark and branding guidelines (if any) provided to Microsoft by Institution. Any use of Microsoft's name or trademarks is subject to Microsoft's prior review and written consent, as well as compliance with the Trademark and Branding Guidelines set forth at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/general.aspx>. Publication of the results of a project enrolled in the Credit Program is not required, but if you (or Institution) publishes such results, Institution will (a) provide Microsoft with a copy prior to publication, and (b) include attribution to Microsoft in accordance with the relevant standards for the publication. If Institution requests Microsoft promotion of results that have been or will be scheduled for publication, Institution will provide its results to Microsoft for review and Microsoft will consider such requests on a case-by-case basis.

7. Microsoft may from time-to-time, in its sole discretion, change the details of the Credit Program, the terms of participation in the Credit Program, or these Program Terms. Microsoft will provide Institution notice of material changes and such changes will be effective 30 days after Microsoft's notice. No changes to the Credit Program or these Program Terms will apply retroactively. Microsoft may terminate the Credit Program in its sole discretion at any time, in which case the awarded credits will immediately expire and may not be applied to any other service of Microsoft or its partners. In the event that the Provider associated with Institution's award is no longer part of the Credit Program, Microsoft will notify Institution and, in Microsoft's sole discretion, may offer the ability to apply unexpended credits to use of an alternative Provider.

8. Institution acknowledges and agrees that it is solely responsible for all taxes arising in connection with its participation in the Credit Program. The credits provided by Microsoft are inclusive of any tax (including but not limited to net income or gross receipts taxes, sales, use, and value added taxes) arising as a result of the transfer and all such taxes shall be the financial responsibility of Institution. Institution agrees to indemnify, defend and hold Microsoft harmless from any taxes or claims, causes of action, costs (including, without limitation, reasonable attorneys' fees) and any other liabilities related to such taxes. Microsoft is required to collect an Internal Revenue Service ("IRS") tax form from Institution prior to it receiving any credits under the Credit Program. Microsoft is unable to provide tax advice, and Microsoft encourages Institution to consult its own tax advisor if Institution has questions regarding the correct IRS form or any tax considerations for participating in the Credit Program. If Microsoft does not receive a completed, valid IRS tax form, Institution cannot receive any credits under the Credit Program. Microsoft will use the IRS tax form solely in connection with Institution's participation in the Credit Program and will not provide this form or any of the information on the form to any third party. The appropriate IRS tax form is based on Institution's status for US tax purposes. If Institution has questions about its US status, Institution can consult the IRS website (W-9: [About W-9](#); W-8BEN: [About W-8BEN](#)) or its own tax advisor.

9. Microsoft's aggregate liability to you, Institution, and any third party under these Program Terms and in connection with the Credit Program is limited to \$5,000 USD. Microsoft will have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under, or with respect to, these Program Terms or the Credit Program. These Program Terms are governed by the laws of the State of Washington or, if different, the laws that [govern the Institutions agreement](#) concerning the use of Azure.