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	Director* of _____

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- We do not require a copy of the signed license.



## Addendum to License to Use Agreement

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this April 27, 2017, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

**University of Nevada, Reno**  
("LICENSEE")

having a place of business at

**1664 North Virginia Street**  
**Reno, NV 89557**

and amends and supplements that certain License to Use Agreement, which was originally entered into on May 7, 1999, between GAUSSIAN and LICENSEE (the "LICENSE").

1. In consideration of a license fee of Six Thousand Dollars (\$6000.00 U.S.) and receipt of this fully-executed ADDENDUM from LICENSEE, GAUSSIAN permits LICENSEE to install, use, and modify solely at LICENSEE's places of business specified below ("INSTALLATION ADDRESSES"), and on computers owned, operated by, and under the supervision of LICENSEE at such addresses, the *Gaussian 16* system of computer programs, licensed for use on **currently supported Unix workstation** computer systems. The computer programs, any updates provided by GAUSSIAN in its sole discretion, the media on which the programs are delivered, and any related documentation, are referred to collectively as the "NEW SOFTWARE." In the event that GAUSSIAN, in its sole discretion, ships the NEW SOFTWARE to LICENSEE prior to GAUSSIAN's receipt of the license fee for the NEW SOFTWARE, LICENSEE shall pay the license fee within thirty (30) days of the date of the invoice for the NEW SOFTWARE.

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8. The license for the NEW SOFTWARE shall be effective as of the date of the last signature below and the license for the SOFTWARE (including both the originally licensed SOFTWARE and the NEW SOFTWARE) shall remain in effect for a term of twenty (20) years from such effective date, subject to the termination rights specified in the LICENSE.
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11. Once executed, this ADDENDUM shall automatically become a part of the LICENSE, which constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the subject matter of this Agreement. Only the terms and conditions of the LICENSE shall apply to the license of the SOFTWARE. All terms and conditions of any purchase order or other document issued by LICENSEE in connection with the SOFTWARE, or any that might be issued in the future for minor revisions to the SOFTWARE, shall not apply. This Agreement may be amended only by a written agreement executed by LICENSEE and GAUSSIAN. This ADDENDUM is binding upon and will inure to the benefit of the parties hereto and to the extent modified hereby, the LICENSE will remain in full legal force and effect.

IN WITNESS WHEREOF, the parties duly executed this ADDENDUM as of the day and year first above written.

**University of Nevada, Reno**

**GAUSSIAN, INC.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
James S. Hess, Operations Manager

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TRX 63397.1-720  
add\_src\_a (12/17/2016)



## Addendum to License to Use Agreement

THIS ADDENDUM, is entered into as of this April 27, 2017, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

**University of Nevada, Reno**  
("LICENSEE")

having a place of business at

**1664 North Virginia Street**  
**Reno, NV 89557**

and amends and supplements that certain License to Use Agreement between the parties hereto dated May 7, 1999 (the "LICENSE").

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Upon the execution and delivery to GAUSSIAN of this ADDENDUM and payment by LICENSEE to GAUSSIAN of the sum of Two Thousand Dollars (\$2000.00 U.S.), GAUSSIAN will deliver to LICENSEE one copy of the **Fortran Linda 9** software system of Revolution Analytics (such system being referred to hereinafter as "*Fortran Linda*"), for use on the following types of computer systems identified in the LICENSE: **x86-64-based/Linux**. In the event that GAUSSIAN, in its sole discretion, ships *Fortran Linda* to LICENSEE prior to GAUSSIAN's receipt of the license fee for *Fortran Linda*, LICENSEE shall pay the license fee within thirty (30) days of the date of the invoice for *Fortran Linda*. Shipping terms are C.P.T., destination. GAUSSIAN will arrange payment for shipping with the carrier, but such costs are the responsibility of LICENSEE. Risk of loss is upon LICENSEE once the carrier delivers *Fortran Linda* to the LICENSEE. Delivery times are estimates only and GAUSSIAN will not be liable for delays.
2. GAUSSIAN hereby grants to LICENSEE a non-exclusive site license to install and use *Fortran Linda*, solely for use with GAUSSIAN software at LICENSEE's places of business specified below ("INSTALLATION ADDRESSES"). Subject to all of the above use restrictions which will be controlling in all situations, the license granted herein is subject to the terms and conditions of the LICENSE, as supplemented and amplified by the terms of this ADDENDUM and, solely for purposes of the license granted under this ADDENDUM, the END-USER SOFTWARE LICENSE AGREEMENT of Revolution Analytics (the "Revolution License"), a copy of which is attached to this ADDENDUM.

INSTALLATION ADDRESSES are as follows:

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  4. LICENSEE represents, certifies, and warrants that it has and will act in accord with the terms and conditions of the LICENSE.
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9. The license for *Fortran Linda* shall be effective as of the date of the last signature below and the license for the SOFTWARE (including both the originally licensed SOFTWARE and *Fortran Linda*) shall remain in effect for a term of twenty (20) years from such effective date, subject to the termination rights specified in the LICENSE.
10. LICENSEE represents and warrants that: (a) this ADDENDUM constitutes a legally binding agreement of LICENSEE, fully enforceable in accordance with all of its terms and conditions; (b) LICENSEE possesses the requisite power and authority to execute and deliver this ADDENDUM and to perform and comply with all of the obligations and restrictions imposed on LICENSEE herein and in the LICENSE; and (c) the individual signing this ADDENDUM on behalf of LICENSEE has been duly authorized, empowered and directed to sign this ADDENDUM on behalf of LICENSEE.
11. Once executed, this ADDENDUM shall automatically become a part of the LICENSE, which constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the subject matter of this Agreement. Only the terms and conditions of the LICENSE shall apply to the license of the SOFTWARE. All terms and conditions of any purchase order or other document issued by LICENSEE in connection with the SOFTWARE, or any that might be issued in the future for minor revisions to the SOFTWARE, shall not apply. This Agreement may be amended only by a written agreement executed by LICENSEE and GAUSSIAN. This ADDENDUM is binding upon and will inure to the benefit of the parties hereto and to the extent modified hereby, the LICENSE will remain in full legal force and effect.

IN WITNESS WHEREOF, the parties have duly executed this ADDENDUM as of the day and year first above written

**University of Nevada, Reno**

**GAUSSIAN, INC.**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
James S. Hess, Operations Manager

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TRX 63397.3-720  
add\_lin\_a (12/17/2016)

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