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.

    INSTALLATION ADDRESSES are as follows:
    * Reno Campus, Reno, NV 89557, Reno, NV 89557

2. Subject to LICENSEE's compliance with the provisions of Paragraph 1 hereof, GAUSSIAN grants to LICENSEE a non-exclusive license to install, use, and modify the SOFTWARE, solely at LICENSEE's INSTALLATION ADDRESSES, all in accordance with and subject to the terms and conditions of the LICENSE, and the term "SOFTWARE," when and as used in the LICENSE, is amended to include the NEW SOFTWARE.

3. LICENSEE represents, certifies, and warrants that it has and will act in accord with the terms and conditions of the LICENSE.

4. LICENSEE may not provide access to the SOFTWARE to third parties. Notwithstanding the above, LICENSEE may allow access to the SOFTWARE by its faculty, staff, and students whose confidentiality obligations include the SOFTWARE, such access being subject to all of the restrictions set forth in the LICENSE and this Agreement.

5. If the SOFTWARE is used to obtain a result, and that result is published in the public literature, then LICENSEE agrees to acknowledge its use of the SOFTWARE in an appropriate citation. The citation should include:

    a. the name of the product (Gaussian 16);
    b. the source (Gaussian, Inc., 340 Quinnipiac Street, Building 40, Wallingford, CT 06492);
    c. the authorship as designated by GAUSSIAN; and
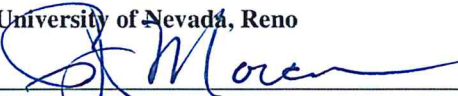   d. an appropriate copyright notice as designated by GAUSSIAN.

    Alternatively, the citation may be made in the form of a reference to a published scientific journal article as designated by GAUSSIAN. If the SOFTWARE as modified by LICENSEE is used to obtain a result, and that result is published in the public literature, then LICENSEE will include an appropriate citation as defined above in this paragraph, and LICENSEE will also state in the citation that the SOFTWARE used was a version of the specified GAUSSIAN SOFTWARE which was modified by LICENSEE.
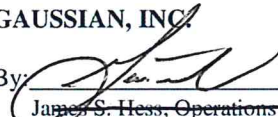
6. LICENSEE hereby acknowledges that the SOFTWARE is to be used for educational and academic research purposes and may not be used for commercial purposes. For the purposes of this LICENSE, academic research

means use and research which is not confidential and/or proprietary, and the results of which may be published immediately in the public domain without restriction. Commercial purposes include, but are not limited to, product development, consulting, or research in collaboration with commercial entities.

7. If GAUSSIAN supplies binary copies of the SOFTWARE to LICENSEE, LICENSEE may not, nor permit others to, reverse engineer, decompile, decode, disassemble, or in any way derive source code from the binary version of the SOFTWARE supplied by GAUSSIAN.

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.

9. 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.

10. LICENSEE acknowledges that the SOFTWARE is licensed to LICENSEE for use at LICENSEE's INSTALLATION ADDRESSES. The export or re-export of the SOFTWARE is subject to the requirements of the United States Department of Commerce and/or the Office of Foreign Assets Control of the United States Treasury Department. For the purpose of clarification, "export or re-export" in this context refers to providing access to the SOFTWARE to users who are not citizens of the licensed site's country. Any export or re-export of the SOFTWARE by LICENSEE in violation of the laws of the United States is strictly prohibited. Transfer of the SOFTWARE to another site is forbidden without the express written consent of GAUSSIAN. Any user of the SOFTWARE, as a condition of that use, agrees to comply with all of the provisions hereof.

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

Moran (signature)
Signature

Ray Moran
Type or Print Name

Director of Purchasing
Title

_8/2/17_
Date

GAUSSIAN, INC.

By: _Hess_ (signature)
James S. Hess, Operations Manager *Gary Trucks, Vice President*

_8-14-17_
Date

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RECEIVED

AUG 14 2017

Gaussian, Inc.
Wallingford, CT

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