



## **Addendum to License to Use Agreement**

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this March 3, 2017, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

**University of California, Santa Barbara**  
("LICENSEE")

having a place of business at

**Ocean Road**  
**Santa Barbara, CA 93106**

and amends and supplements that certain License to Use Agreement, which was originally entered into on November 16, 1998, between GAUSSIAN and LICENSEE (the "LICENSE").

1. In consideration of a license fee of Three Thousand Five Dollars (\$3500.00 U.S.) and receipt of this fully-executed ADDENDUM from LICENSEE, GAUSSIAN permits LICENSEE to install and use, 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 following software:
  - one **binary** copy of the **Gaussian 16 system of programs**, licensed for use on an unlimited number of **currently supported x86-64/Linux** computer systems
  - one **binary** copy of the **Gaussian 16 system of programs**, licensed for use on an unlimited number of **Apple x86\_64-based Macintosh** computer systems
  - one **binary** copy of **GaussView Version 6**, licensed for use on a single **x86-64/Linux** computer system, serial number USE107N4PZ

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:

- Main Campus, Santa Barbara, CA 93106
  - West Campus, Santa Barbara, CA 93106
2. Subject to LICENSEE's compliance with the provisions of Paragraph 1 hereof, GAUSSIAN grants to LICENSEE a non-exclusive license to install and use the NEW SOFTWARE, solely at the INSTALLATION ADDRESSES, all in accordance with and subject to the terms and conditions of the LICENSE, and the term "SOFTWARE," 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 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.
  5. 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.
  6. LICENSEE may not, nor permit others to, reverse engineer, decompile, decode, disassemble, or in any way derive source code from the SOFTWARE.

7. 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.
8. 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.

9. 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. Any export or re-export of the SOFTWARE by LICENSEE in violation of the laws of the United States is strictly prohibited. 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. 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.
10. 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.
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 California, Santa Barbara**

**GAUSSIAN, INC.**

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date