



Addendum to License to Use Agreement

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this March 14, 2013, between GAUSSIAN, INC., having its principal place of business at 340 Quinipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

University of Strathclyde
("LICENSEE")

having a place of business at:

293 Cathedral Street
Glasgow G1 1XL, UNITED KINGDOM

and amends and supplements that certain License to Use Agreement, which was originally entered into on June 8, 2001, between GAUSSIAN and LICENSEE (the "LICENSEE").

1. In consideration of a license fee of Five Thousand Nine Hundred Twenty-Five Dollars (\$5925.00 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, one binary copy of Gaussian 09™, licensed for use on an unlimited number of all currently supported Microsoft Windows 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:

- John Anderson Campus, Glasgow G1 1XL, UNITED KINGDOM

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. 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 09);
 - b. the source (Gaussian, Inc., 340 Quinipiac 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.



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3. 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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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 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. Any user of the SOFTWARE, as a condition of that use, agrees to comply with all of the provisions hereof.
7. The license for the NEW SOFTWARE shall be effective as of the date hereof 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 the date hereof, subject to the termination rights specified in the LICENSE.