



Addendum to License to Use Agreement

THIS ADDENDUM is entered into as of this September 24, 2004, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

Prague Institute of Chemical Technology

having its principal place of business at

**166 28 Praha 6
CZECH REPUBLIC
("LICENSEE"):**

and amends and supplements that certain License to Use Agreement between the parties hereto dated May 15, 2003 (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 the simultaneous payment by LICENSEE to GAUSSIAN of the sum of One Thousand Seven Hundred Eighty Dollars (\$1780.00 U.S.), GAUSSIAN will deliver to LICENSEE one copy of *GaussView*™ for use on Intel-based Windows 95/98/NT/2000/ME/XP computer systems. In the event that GAUSSIAN, in its sole discretion, ships the Software to LICENSEE prior to GAUSSIAN's receipt of the license fee for the Software, LICENSEE shall pay the license fee within thirty (30) days of the date of the invoice for the Software. Shipping terms are F.O.B., Wallingford, CT. GAUSSIAN will arrange payment for shipping with the carrier, but such costs are the responsibility of LICENSEE. Risk of loss is upon LICENSEE once GAUSSIAN delivers the Software to the carrier. 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 *GaussView*™, solely for use with GAUSSIAN software at LICENSEE's principal place of business specified above, and solely on computers owned, operated by, and under the supervision of LICENSEE. 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.
3. For purposes of this Addendum only, the LICENSE is further modified by expanding the definition of the term "Software" to include *GaussView*™, when and as used in the LICENSE.
4. This Addendum is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns and is deemed a part of the LICENSE and, except 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 Prague Institute of Technology

GAUSSIAN, INC.

Signature

By _____
President

Type or Print Name

Date

Title

Date