Addendum to License to Use Agreement

THIS ADDENDUM, is entered into as of this February 24, 2020, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

VŠB – Technical University of Ostrava
("LICENSEE")

having a Company Registration No.: 61989100,
having a Tax Identification No.: CZ61989100,
and having a place of business at

17. listopadu 2172/15
708 00 Ostrava-Poruba, CZECH REPUBLIC

and amends and supplements that certain License to Use Agreement between the parties hereto dated February 24, 2020 (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 in consideration of a license fee of Seven Thousand Five Hundred Dollars ($7500.00 U.S.), GAUSSIAN will deliver to LICENSEE the following computer programs:

   - one binary copy of the *Fortran Linda 9* software system of Revolution Analytics, licensed for use on an unlimited number of **x86-64-based/Linux** 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 *"Fortran Linda."*

   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, nontransferable 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:
   - IT4Innovations Národní Superocítacové Centrum, VSB - Technical University of Ostrava, Studentská 6231/1B, 708 00 Ostrava-Poruba, CZECH REPUBLIC

3. Notwithstanding anything contained herein to the contrary, in the event of any inconsistencies between the terms of the LICENSE and the terms of the Revolution License, the terms of the LICENSE, as modified hereby, will be controlling between GAUSSIAN and LICENSEE. For purposes of this ADDENDUM only, the LICENSE is further modified by expanding the definition of the term "SOFTWARE" to include *Fortran Linda*, when and as used in the LICENSE.

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

5. 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, under U.S. export law, "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. Notwithstanding anything contained herein to the contrary, if LICENSEE provides access to the SOFTWARE to anyone who is not a citizen of the licensed site's country, such access must be in accordance with the laws of the United States. 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.

6. LICENSEE may not, nor permit others to, reverse engineer, decompile, decode, disassemble, or in any way derive source code from the SOFTWARE.

7. 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.

8. 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.

9. 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

VŠB – T~~echnical University~~ of Ostrava

_____
Signature

_____
Type or Print Name

_____
Title/Position

_____
Date

GAUSSIAN, INC.

By:_____
James S. Hess, Operations Manager

_____
Date

RECEIVED

MAR 05 2020

LINDA END-USER SOFTWARE LICENSE AGREEMENT FOR USE WITH *Gaussian*® SOFTWARE

The enclosed media contains Fortran Linda® software ("*Fortran Linda*") which is to be used only to enable parallel operation of *Gaussian*® software from Gaussian, Inc., 340 Quinnipiac Street, Building 40, Wallingford, CT ("GAUSSIAN"), on certain designated computer equipment. Revolution Analytics, a company incorporated in Delaware, with a place of business at 2570 W. El Camino Real, Suite 222, Mountain View, CA 94040 ("REVOLUTION") hereby grants to you ("Licensee") a license to use the *Fortran Linda* software, subject to the terms that follow.

1. In consideration of the license fees paid and subject to the terms of this License Agreement, the Licensee is hereby granted non-exclusive end-user rights to use *Fortran Linda*.

2. The Licensee acknowledges and agrees that *Fortran Linda* consists of proprietary unpublished works of REVOLUTION, protected under U. S. copyright law and trade secret laws of general applicability; that all right, title, and interest in and to *Fortran Linda* are and shall remain with REVOLUTION; and that the Licensee will not decompile or disassemble, or reverse-engineer *Fortran Linda* in whole or in part. The Licensee further acknowledges and agrees not to reproduce, sell, distribute, or commercially exploit *Fortran Linda*, or any portion thereof, or any derivative work incorporating all of *Fortran Linda* or any portion thereof without the written consent of and appropriate license from REVOLUTION.

3. *Fortran Linda* IS LICENSED "AS IS" AND REVOLUTION DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REVOLUTION DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS AS TO THE USE OF, OR THE RESULTS OF THE USE OF, *Fortran Linda* IN TERMS OF ITS APPROPRIATENESS, ACCURACY, RELIABILITY OR OTHERWISE, AND YOU RELY ON *Fortran Linda* AND RESULTS SOLELY AT YOUR RISK.

4. The Licensee acknowledges and agrees that REVOLUTION's cumulative liability to the Licensee or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to the License Agreement shall not exceed the license fee paid for the use of *Fortran Linda*. In no event shall REVOLUTION be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if REVOLUTION has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to the Licensee.

5. These terms constitute the entire agreement between the Licensee and REVOLUTION with regard to *Fortran Linda*, and such agreement may not be modified except in writing. If any provision of this License Agreement is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect.