



### Addendum to License to Use Agreement

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this August 2, 2021, 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  
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, which was originally entered into on February 24, 2020, between GAUSSIAN and LICENSEE (the "LICENSE").

1. In consideration and upon receipt of Ten Thousand Dollars (\$10,000.00 U.S.) and this fully-executed ADDENDUM from LICENSEE, GAUSSIAN permits LICENSEE to install and use, solely at LICENSEE's place of business specified below ("INSTALLATION ADDRESS"), and on computers owned, operated by, and under the supervision of LICENSEE at such address, the following computer programs:

- **binary** version of *GaussView Version 6*, licensed for use on an unlimited number of **currently supported x86-64/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 "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 ADDRESS is as follows:

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

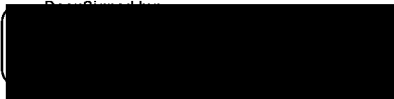
2. Subject to LICENSEE's compliance with the provisions of Paragraph 1 hereof, GAUSSIAN grants to LICENSEE a non-exclusive, nontransferable license to install and use the NEW SOFTWARE, solely at LICENSEE's INSTALLATION ADDRESS, all in accordance with and subject to the terms and conditions of the LICENSE, 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 employees whose confidentiality obligations include the SOFTWARE, such access being subject to all of the restrictions set forth in the LICENSE and this agreement. If LICENSEE desires to provide access to the SOFTWARE to third parties, the providing of such access will be governed by a separate written agreement. Further, under no circumstances will LICENSEE quote any performance data to third parties except on computer platforms officially supported by GAUSSIAN.
5. LICENSEE acknowledges that the SOFTWARE is licensed to LICENSEE for use at LICENSEE's INSTALLATION ADDRESS. 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. 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. 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. 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 or on behalf of 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.

**VŠB – Technical University of Ostrava**



Signature  
Tomas Kozubek

Type or Print Name

Scientific Director

Title/Position

August 9, 2021

Date

**GAUSSIAN, INC.**

  
By: \_\_\_\_\_

Operations Manager

August 9, 2021

Date

