



Addendum to License to Use Agreement

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this October 26, 2020, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

Centro de Investigación en Materiales Avanzados S.C.
("LICENSEE")

having a place of business at

Miguel de Cervantes 120
31109 Chihuahua, CHIHUAHUA, MEXICO

and amends and supplements that certain License to Use Agreement, which was originally entered into on August 19, 2014, between GAUSSIAN and LICENSEE (the "LICENSE").

- In consideration of a license fee of Eight Thousand Eight Hundred Dollars (\$8,800.00 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 computer programs:
 - **binary version of the Gaussian 16 system of programs**, licensed for use on an unlimited number of **currently supported x86-64/Linux** computer systems, and
 - **binary version of Gaussian 16W**, licensed for use on an unlimited number of **currently supported 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:

- campus including: Miguel de Cervantes 120, 31109 Chihuahua, CHIHUAHUA, MEXICO
- 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 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.
 - LICENSEE represents, certifies, and warrants that it has and will act in accord with the terms and conditions of the LICENSE.
 - 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.
 - 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 ("LICENSEE USERS") whose Primary Affiliation with LICENSEE is at one of the INSTALLATION ADDRESSES, and whose confidentiality obligations include the SOFTWARE. A LICENSEE USER'S Primary Affiliation shall be the specific campus, facility, or location of the LICENSEE at which the LICENSEE USER primarily interacts with the LICENSEE as a professor, member of the staff, or as a student. All access by LICENSEE USERS shall be subject to all the restrictions set forth in the LICENSE and this Addendum.
 - LICENSEE may not, nor permit others to, reverse engineer, decompile, decode, disassemble, or in any way derive source code from the SOFTWARE.
 - LICENSEE represents and warrants that: (a) this ADDENDUM constitutes a legally binding agreement of