Addendum to License to Use Agreement

THIS ADDENDUM to a previous "LICENSE TO USE AGREEMENT" is entered into as of this March 19, 2012, between GAUSSIAN, INC., having its principal place of business at 340 Quinnipiac Street, Building 40, Wallingford, Connecticut 06492 ("GAUSSIAN"), and

Wake Forest University
("LICENSEE")

having a place of business at

1834 Wake Forest Road
Winston-Salem, NC 27105

and amends and supplements that certain License to Use Agreement, which was originally entered into on October 31, 2002, between GAUSSIAN and LICENSEE (the "LICENSE").

1. In consideration of a license fee of Six Thousand Dollars ($6000.00 U.S.) and receipt of this fully-executed ADDENDUM from LICENSEE, GAUSSIAN permits LICENSEE to install, use, and modify 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 address, the *Gaussian 09* system of computer programs, licensed for use on **all currently supported Unix workstation** 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:
    *   Reynolda Campus, Winston-Salem, NC 27105
    *   PTRP Bldg 1, 415 East Third St, Winston-Salem, NC 27101

2. Subject to LICENSEE's compliance with the provisions of Paragraph 1 hereof, GAUSSIAN grants to LICENSEE a non-exclusive license to install, use, and modify the SOFTWARE, solely at LICENSEE's INSTALLATION ADDRESSES, 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 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.

5. 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 Quinnipiac 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. If the SOFTWARE as modified by LICENSEE is used to obtain a result, and that result is published in the public literature, then LICENSEE will include an appropriate citation as defined above in this paragraph, and LICENSEE will also state in the citation that the SOFTWARE used was a version of the specified GAUSSIAN SOFTWARE which was modified by LICENSEE.

6. 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.

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.

8. 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.

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 duly executed this ADDENDUM as of the day and year first above written.

Wake Forest University   **GAUSSIAN, INC.**

By:_____

_____   _____
Signature   James S. Hess, Operations Manager

_____   _____
Type or Print Name   Date

_____
Title

_____
Date

TRX 54733.1-1678
add_src_a (7/21/2011)

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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.

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Wake Forest University   **GAUSSIAN, INC.**

By:_____

_____
Signature   James S. Hess, Operations Manager

_____   _____
Type or Print Name   Date

_____
Title

_____
Date

TRX 54733.4-1678
add_bin_a (7/21/2011)

Requirements for License Signers

This license must be signed by someone who is authorized to sign or enter into contracts on behalf of your *entire* site, corporation or institution.

Persons Typically Authorized to Sign Licenses for Entire Organizations as a Whole	Persons **NOT** Generally Authorized to Sign Licenses for Entire Organizations
President, Vice-President, Treasurer Other Corporate/Institutional Officers Purchasing Agent Contracting Officer Provost Dean Rector	Department Chair Professor Researcher Lecturer Director
	Persons Who May or May Not Be Authorized to Sign Licenses for Entire Organizations
	Director of _____

NOTES ABOUT DIRECTORS

The title <u>Director</u> alone is not accepted. If the license signer's title is <u>Director</u>, please be as specific as possible and specify what entity the person is the director of.

When a title of "Director of _____" is given, we may ask for a letter from a superior verifying that the person is allowed to sign contracts on behalf of the entire organization. We do this because <u>Directors</u> typically can sign only for their own center or other suborganization, but cannot sign on behalf of the entire university/company/organization.

Instructions for Returning the Signed License

1. Please return the license by mail or other carrier. *Faxed licenses are not accepted* as we require original signatures before shipment.

2. Tell us if you want a copy of the fully-executed, signed license:

   ❏   Return a copy of the signed license to the following person:

   NAME: _____

   ADDRESS: _____

   _____

   ❏   Include a copy of the signed license in the software shipment.

   ❏   We do not require a copy of the signed license.

Platforms supported by Gaussian 09 Source Code Rev. C.01

Additional Notes for Source Code Version (see also notes above):

- Systems in shaded color are considered supercomputers by Gaussian, Inc, and accordingly are subject to commercial pricing (i.e. academic/US government discounts do not apply). See USA or non-USA price lists for pricing.
- An upgraded version of **Linda** is required when upgrading from *Gaussian 03* to *Gaussian 09*.
- In order to build on Intel-based Maeintosh computers, the source code and tools must be installed on an HFS+ *case-sensitive* file system (or a UFS file system for systems where that is supported).
- Fujitsu SPARC64 builds the utilities `gau-machine`, `gau-cpp` and `gau-fsplit` using the C compiler on the x86_64 front-end.
- Sun Solaris (UltraSPARC, AMD64 and Intel EM64T) and Fujitsu SPARC64 users must contact Technical Support for a `makefile`.

Vendor	CPU	Shared Memory Parallel	Linda Parallel	OS Version(s)	Fortran	C	Libraries
AMD	AMD64 (Legacy)	Y	Y	SuSE Linux 9.3, 10.3, 11.4; Red Hat Enterprise Linux 5.6, 6.1	Portand Group F77 11.8 www.pgroup.com	gcc included with Linux	Atlas (included on G09 CD)
AMD	AMD64 (SSE4a-enabled)	Y	Y	SuSE Linux 9.3, 10.3, 11.4; Red Hat Enterprise Linux 5.6, 6.1	Portand Group F77 11.8 www.pgroup.com	gcc included with Linux	Atlas (included on G09 CD)
Apple	IA32 (32-bit Intel Mac)	Y	Y	OS X 10.6.8	Portand Group F77 11.8 www.pgroup.com	gcc 4.2.1	Atlas (included on G09 CD)
Apple	EM64T (64-bit Intel Mac)	Y	Y	OS X 10.6.8, 10.7.1	Portand Group F77 11.8 www.pgroup.com	gcc 4.2.1, 4.4.4	Atlas (included on G09 CD)
Fujitsu	SPARC64 VIIIfx/SPARC64 IXfx	Y	N	Linux Expand OS XTC OS 1	Fujitsu ParallelNavi 1.2.0	Fujitsu Technical Computing Suite on front end (*see notes at top*)	
HP	Alpha	Y	Y	Tru64 5.1B	F95 V5.5A-3548	6.5-011	CXML 5.2
IBM	eServer pSeries (RS/6000) workstations, Power 7	Y	Y	AIX 6.1, 7.1	XLF 13.1.0.7	XLC 11.1.0.7	xlsmp 2.1.0.4; Atlas (included on G09 CD)
IBM	eServer pSeries (RS/6000) workstations, Power 7	Y	Y	SuSE Enterprise Linux 11; Red Hat Enterprise Linux 6	XLF 13.1.0.0-100630	XLC 11.1.0.0-100630	xlsmp 2.1.0.0-100630; Atlas (included on G09 CD)
IBM	eServer pSeries (RS/6000) workstations, Power 6	Y	Y	AIX 5.3	XLF 13.1	XLC 11.1	xlsmp 2.1; Atlas (included on G09 CD)
IBM	eServer pSeries (RS/6000) workstations, Power 5 (64-bit)	Y	Y	AIX 5.3	XLF 10.1	XLC 8.0	xlsmp 1.6; Atlas (included on G09 CD)
IBM	eServer pSeries (RS/6000) workstations, Power 5 (64-bit)	Y	Y	SuSE Linux Enterprise 10	XLF 10.1.1	XLC 8.0.1	xlsmp 1.6.1; Atlas (included on G09 CD)
Intel IA32 & AMD Athlon-based systems	IA32 (Pentium III and higher); AMD Athlon	Y	Y	SuSE Linux 9.3, 10.3, 11.4; Red Hat Enterprise Linux 5.6, 6.1	Portand Group F77 11.8 www.pgroup.com	gcc included with Linux	Atlas (included on G09 CD)
Intel	EM64T (Legacy)	Y	Y	SuSE Linux 9.3, 10.3, 11.4; SuSE Linux Enterprise 11 SP1; Red Hat Enterprise Linux 5.6, 6.1	Portand Group F77 11.8 www.pgroup.com	gcc included with Linux	Atlas (included on G09 CD)
Intel	EM64T (Nehalem and later)	Y	Y	SuSE Linux 9.3, 10.3, 11.4; SuSE Linux Enterprise 11 SP1; Red Hat Enterprise Linux 5.6, 6.1	Portand Group F77 11.8 www.pgroup.com	gcc included with Linux	Atlas (included on G09 CD)
Intel	Intel Itanium2 (IA64-based systems)	Y	Y	SuSE Linux Enterprise 9, 10; Red Hat Enterprise Linux 5.2	Intel Version 11.1 Update 6 (11.1.072, Build 20100401; l_fc_p_11.1.072)	Intel Version 11.1 Update 6 (11.1.072, Build 20100401; l_cc_p_11.1.072)	Intel MKL 10.2 Update 5 (10.2.5.035)
NEC	SX-9	Y	N	Super-UX 19.1	F90 Rev. 440	C++ Rev. 092	MathKeisan 3.0.6
SGI	R1x000 (64-bit)	Y	N	IRIX 6.5.4 or later	7.4	7.4	SCSL I8
Sun	UltraSPARC	Y	N	Solaris 10	Oracle Solaris Studio Compiler 12.2 (*see note at top*)		
Sun	AMD64	Y	Y	Solaris 10	Oracle Solaris Studio Compiler 12.2 (*see note at top*)		
Sun	Intel EM64T	Y	Y	Solaris 10	Oracle Solaris Studio Compiler 12.2 (*see note at top*)		

GaussView Version 5.0.9 Platforms

Currently Available UNIX/Linux Versions:

- Apple Intel-based Macintosh (Mac OS X 10.4.11 and 10.5.6 and later)
- HP Alpha (Tru64 5.1B)
- IBM RS/6000 Power 5/6 (AIX 5.3)
- Intel IA32 (Pentium IV and higher) and AMD Athlon Linux (RedHat Enterprise Linux 5.3, SuSE 9.3, 10.3 and 11.1[†], SuSE Linux Enterprise 10)
- x86_64 Linux: Intel EM64T and AMD64 (RedHat Enterprise Linux 5.3, SuSE 10.3 and 11.1, SuSE Linux Enterprise 10)
- Intel IA64/Itanium 2 (RedHat Enterprise Linux 5.2, SuSE Enterprise Server 9 and 10)
- Intel IA64/Itanium 2 (HP-UX 11)
- SGI (IRIX 6.5.4m)
- Sun Ultrasparc (Solaris 11)

[†]SuSE 11 requires the **libstdc++33** package be installed.

GaussViewW is available for Windows XP/Vista systems.

GaussViewM is available for G4/G5-based Mac OS X systems running Mac OS X 10.4.11 and 10.5.6 and later.