

## EXHIBIT A



### Confidentiality Agreement

WHEREAS, Gaussian and The Regents of the University of California on behalf of the University of California, Berkeley (the "Licensee") have entered into a License to Use Agreement dated June 9, 2003 (the "License") which, inter alia, grants to Licensee the right to install and use certain Software as defined in the License; and

WHEREAS, no employee of Licensee and no student, professor or post-doctorate affiliated with Licensee shall be given access to the Software unless such individual obtains approval and executes and delivers to Gaussian this Confidentiality Agreement; and

WHEREAS, the undersigned desires to have access to the Software solely during the term of the License for the restricted and limited purposes set forth in the License.

NOW, THEREFORE, in consideration of the foregoing premises, and in order to induce Licensee to give the undersigned the aforesaid limited right of access to the Software, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, (print or type name) \_\_\_\_\_ being employed being a professor, post-doctorate or student at Licensee and residing at (print or type **home** address) \_\_\_\_\_ hereby

\_\_\_\_\_ hereby  
covenants and agrees as follows:

1. The Software and all materials and information relating to the Software are deemed to be "Confidential Information" and, without the prior written consent of Gaussian, the undersigned will not at any time, directly or indirectly: (a) use any Confidential Information for any purpose not associated with the License, (b) use any Confidential Information in any manner or way that will compete with the business of Gaussian or that will provide assistance to any competitor of Gaussian and, in particular, the undersigned will not permit Professor Martin Head-Gordon ("Professor Head-Gordon") or any professor, post-doctorate or student who is a full-time or part-time member of Professor Head-Gordon's research group, or whose research is in any way supervised by Professor Head-Gordon, to have access to or use of any Confidential Information, or (c) disseminate or disclose any Confidential Information to any person, firm, corporation or other organization except those persons who are reasonably required to have access to such Confidential Information in the interest of implementing the License. Confidential Information will not include any information which is in or later enters the public domain other than by a breach of License or this Agreement. The undersigned agrees not to allow any part of the Software to enter the public domain, not to disclose any part of the Software to any competitor of Gaussian, and not to use any part of the Software for any commercial purpose. Notwithstanding the previous paragraph, LICENSEE may disclose the Software only if required by law. Prior to such disclosure, LICENSEE will provide GAUSSIAN with adequate notice in order to allow GAUSSIAN to seek a protective order to preserve the confidentiality of the Software.
2. Gaussian shall retain all ownership rights in the Software, and the undersigned recognizes and agrees that the undersigned will have no ownership rights, including copyright rights, in the Software, and that all such rights will belong exclusively to Gaussian.
3. The undersigned will not disclose to any third party or report publicly any performance information or benchmark times of any part of the Software without the prior written approval of Gaussian, which approval may be withheld by Gaussian for any reason whatsoever. The undersigned will not announce or otherwise imply that the Software has been certified or is available from Gaussian without the prior written approval of Gaussian, which approval may be withheld by Gaussian for any reason whatsoever.
4. The undersigned hereby agrees to indemnify and hold harmless Gaussian from and against any and all damages, liabilities, attorney's fees and costs incurred by Gaussian as a result of the breach of any of the undersigned's obligations, covenants or representation under this Agreement.
5. The undersigned's right of access to the Software will immediately terminate upon the first to occur of any of the following events: (a) the termination of the License, (b) the termination of the undersigned's employment by, or affiliation with the Licensee, or (c) the undersigned's breach of any of his or her obligations, covenants or representations under this Agreement. Upon such termination of the right of access, all materials and information relating to the Software, including all copies thereof, in the possession, custody or control of the undersigned will immediately be returned to Gaussian.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name