

EXHIBIT B



Confidentiality Agreement – Student Research Version

WHEREAS, Gaussian and Michigan State University (the "LICENSEE") have entered into a License to Use Agreement dated March 5, 2014 (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 staff 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 a student LICENSEE and having a NETID of \_\_\_\_\_, 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 a Prohibited Person, or any professor, post-doctorate or student who is a full-time or part-time member of a Prohibited Person's research group, or whose research is in any way supervised by a Prohibited Person, 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 the 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.

Nothing in the LICENSE or this Confidentiality Agreement will prohibit LICENSEE from: (i) disclosing the computer program(s) in response to a judicial order; and/or (ii) disclosing the purchasing documents relating to the computer program(s) (e.g., the LICENSE and any addenda, purchase orders, invoices or related documents), but not the computer program(s), in response to a judicial or administrative order or Freedom of Information Act request. LICENSEE will give GAUSSIAN notice of any such order or request prior to LICENSEE's response so that GAUSSIAN may seek a protective order.

- 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.
- 4. The undersigned Research Group Leader agrees they shall be responsible to GAUSSIAN for 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\_\_\_\_.

\_\_\_\_\_  
Research Group Leader Signature

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Department