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**BASIC ORDERING AGREEMENT BETWEEN**

Blue Jeans Network, Inc.

**AND**

UT-BATTELLE, LLC

On Behalf of ICPT for the Department of Energy

**BASIC ORDERING AGREEMENT**

ORNL-2014-1002

This Basic Ordering Agreement (BOA) between Blue Jeans Network, Inc. (Vendor, hereinafter "Seller") and UT-Battelle, LLC. (UTB) is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes video conferencing services provided by Seller.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.llnl.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment A.
5. General Terms and Conditions (07/2014) are included in Attachment B, and made a part herein.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price and rebate. Each Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

**ARTICLE 1 - SCOPE OF WORK**

All Orders placed hereunder shall reference the number of this BOA (ORNL-2014-1002). The term of this BOA is three years from the effective date of this BOA. Effective term of Agreement shall be August 1, 2014 through July 31, 2017.

The Seller agrees to furnish video conferencing services ordered by the Contractor during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

**ARTICLE 2 - DELIVERY/PAYMENT**

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination (where applicable)
- Payment Terms: Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.

**ARTICLE 3 - FIXED PRICES**

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the prices identified in Attachment A. The prices identified in Attachment A are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the Contractor is otherwise notified.

## ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator's contact information is as follows:  
Landon Hill

UT-Battelle, LLC for Oak Ridge National Laboratory

865-574-7038

[hilldl@ornl.gov](mailto:hilldl@ornl.gov)

BOA Sellers Administrator's Address is as follows:  
Jim Beek

Blue Jeans Network

415-347-2702

[jbeek@bluejeans.com](mailto:jbeek@bluejeans.com)

## ARTICLE 5 – Rebate Schedule

Seller will provide an annual rebate based on the following rebate schedule for all purchases under this Agreement. This rebate will be calculated on net aggregate sales for all DOE Contractors each year through September 30, and be provided to each Contractor no later than October 31 of each year of the agreement. The first rebate payment will be paid on October 31, 2014 if net aggregate sales reach \$300,000 or higher by September 30, 2014. The Rebate will be calculated as a % of aggregate spend and distributed per Contractor by percentage of contribution.

If net aggregate sales are between \$300,000 and \$400,000, then the Seller will pay a rebate of 3%.

If net aggregate sales are between \$400,001 and \$500,000, then the Seller will pay a rebate of 4%.

If net aggregate sales are between \$500,001 and \$600,000, then the Seller will pay a rebate of 5%.

If net aggregate sales exceed \$600,001, then the Seller will pay a rebate of 5%.

**Example:** If aggregate spend for all Contractors reaches \$300,000, the total rebate to be distributed will be \$9,000 (\$300k x .03). If a Contractor had annual sales of \$96,000 then they would receive a rebate of \$2,880 (\$96k/\$300k = .32; \$9k x .32 = \$2,880).

## ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment A Pricing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.  
ACKNOWLEDGED AND CONFIRMED;

|        |   |        |   |
|--------|---|--------|---|
|        | <b>Bernard Koh</b><br>VP Finance  |        | UT-Battelle, LLC  |
| BY:    |  | BY:    | <b>Sonny</b>  |
| TITLE: |   | TITLE: | <b>Rogers</b>   |
| DATE:  | 8/4/14  | DATE:  | Digitally signed by Sonny Rogers<br>DN: cn=Sonny Rogers, o=ou,<br>email=rogersgvjr@ornl.gov,<br>c=US<br>Date: 2014.08.01 14:23:31 -04'00' |