

SLAC 2024-001
BASIC ORDERING AGREEMENT BETWEEN
SLAC NATIONAL ACCELERATOR LABORATORY AND SIEMENS INDUSTRY SOFTWARE INC.
GENERAL TERMS AND CONDITIONS
FOR COMMERCIAL PRODUCTS AND SERVICES

This Basic Ordering Agreement (BOA) between Siemens Industry Software Inc. (hereinafter "Seller") and The Board of Trustees of the Leland Stanford Jr. University as Manager Operator of SLAC National Accelerator Laboratory ("SLAC") is entered into to provide products and services to Department Of Energy ("DOE") Contractors in accordance with the following:

1. This BOA includes the Siemens electronic design automation ("EDA") software products listed in **Attachment A, Siemens EDA Software** and associated maintenance services.
2. This BOA is for DOE Contractors.
3. The pricing is in accordance with **Attachment B, DOE Pricing Schedule**.
4. Seller's End User License Agreement ("EULA") is included in **Attachment C** and made a part herein as modified by the parties.

To the extent Seller agrees they may utilize this BOA, the parties agree that Company may place Orders under this BOA and receive the appropriate discounted price. Each Company shall place its own Orders under this BOA and shall be direct-billed accordingly.

1. DEFINITIONS

The following terms shall have the meanings below:

- a. "BOA Procurement Representative" means the SLAC National Accelerator Laboratory person responsible for negotiating and administrating the BOA.
- b. "Company" means SLAC National Accelerator Laboratory, and any DOE Contractor that Seller agrees may utilize the BOA.
- c. "DOE Contractor" or "Contractor" means an entity under prime contract with the DOE to manage or operate a DOE lab or facility.
- d. "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- e. "Item" means "commercial product", "commercial service", and "commercial component", as defined in FAR 2.101.
- f. "Order" means an ordering document for Items issued under the Basic Ordering Agreement (BOA) that (i) incorporates the terms of the BOA and sets forth the Items and associated fees and (ii) the material terms of which have been mutually agreed to

by Company and Seller, such as through manual or electronic signatures of both parties or agreed to through an electronic system specified by Seller.

- g. "Order Procurement Representative" means the Company person responsible for negotiating and administration of the respective Order.
- h. "Seller" means Siemens Industry Software Inc.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Company issuing Orders under the BOA which supplement these general Terms and Conditions to the extent agreed in writing signed by authorized representatives of Seller and incorporated into the Order.

2. SCOPE OF WORK

The Seller agrees to provide the Siemens EDA software as described in Attachment A and associated maintenance services that Company may order during the Period Of Performance (POP) of this BOA. The Company agrees to pay the applicable fees for the software and associated maintenance services provided.

3. PERIOD OF PERFORMANCE (POP)

The Period Of Performance of this BOA, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this BOA, shall commence April 1, 2024 and extend for a period of three years with an option to renew for two each additional one year terms upon mutual agreement.

4. FIXED PRICES / DISCOUNT SCHEDULE

The Company shall be entitled to purchase licenses to Siemens EDA software listed in Attachment A and associated maintenance services at the fixed prices and/or discount schedule identified in Attachment B. The prices and/or discounts identified in Attachment B are firm for the effective POP of this BOA, unless otherwise agreed by the Parties.

5. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) Item description and fees in an Order, (2) any other terms in a mutually signed Order, including any Site Specific Terms and Conditions incorporated therein, (3) Seller's EULA incorporated herein, (4) these BOA general Terms and Conditions, and (5) any unsigned Order. For the avoidance of doubt, additional or different terms of any purchase order or similar Company document are excluded and such terms will not apply to any Order unless agreed in writing signed by authorized representatives of Seller.

6. ADMINISTRATION

Company shall make payments under Orders. The Company, through the BOA Administrator, may assign the BOA and Orders to DOE or a successor operator of a DOE national lab provided that Company provides written notice of the assignment to Seller and the DOE or such successor agrees in writing with Seller to be bound by the terms of the BOA and Orders, and in such case the Company shall have no further responsibilities hereunder.

Company BOA Administrator's Address is:

- Steven Nott
SLAC National Accelerator Laboratory
2575 San Hill Road
Menlo Park, CA 94025
(650)926-2641
stevenn@slac.stanford.edu

Seller BOA Administrator's Address is:

- Rich Powlowsky
Siemens Industry Software Inc.
Attn: EDA Legal
8005 SW Boeckman Road
Wilsonville, OR 97070

All Orders placed hereunder shall reference this BOA No. SLAC 2024-001.

Notwithstanding anything to the contrary, due to Seller's obligations under a separate agreement with the Committee on Foreign Investment in the United States (the "CFIUS Agreement"), arising from Mentor Graphics Corporation's acquisition by a subsidiary of Siemens AG in March 2017, Company waives any contractual limit on Seller's assignment, novation, or name change that conflicts with Seller's obligations under the CFIUS Agreement and shall assist in obtaining the Government's consent to Seller's assignment of the BOA to Siemens Government Technologies, Inc. when and as reasonably necessary for Seller to comply with its obligations under the CFIUS Agreement. Seller shall provide notice of such assignment to Company and shall cooperate with Company and the Government to provide all information necessary to establish Siemens Government Technologies, Inc. as a party to the BOA. The BOA will extend to and be binding upon the successors and permitted assigns of the parties.

7. ACCEPTANCE OF TERMS AND CONDITIONS

Company and Seller, by signing the BOA, agree to comply with all the terms and conditions of the BOA and all specifications and all other documents that the BOA incorporates by reference or attachment. Company, by placing an Order, agrees to pay for the Items purchased and to comply with the terms of the BOA, including Seller's EULA incorporated herein. Seller, by accepting an Order, agrees to supply the Items listed therein at the applicable price subject to

the BOA and any Site Specific Terms and Conditions agreed in writing signed by authorized representatives of Seller and incorporated into the Order. Failure of either party to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor the right of that party to enforce each and every provision.

8. DATA REPORTING REQUIREMENTS

Seller shall report quarterly savings to the ICPT Chair. Savings shall be calculated in one of the following two established methodologies:

1. BOA pricing paid below Seller's pricing previously price paid by Company (historical pricing).
2. BOA pricing paid below Seller's standard list price.

9. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all applicable rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of the BOA and resulting Orders.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of the BOA.

10. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its discretion, terminate the BOA at any time, by giving the Seller a written notice of termination at least 30 days in advance. Upon termination of the BOA, Orders placed prior to termination shall survive and remain subject to the terms of the BOA to the extent the Orders are not also terminated; however, no new Orders may be placed after termination. The Company issuing the Order may, in its discretion, terminate the Order at any time, by giving the Seller written notice of termination at least 30 days in advance. Upon termination of any Order, the licenses granted and services provided thereunder automatically terminate. Upon termination of any license, the Company issuing the Order will immediately remove and destroy all copies of software, documentation, and other Seller confidential information, and certify such removal and destruction in writing to Seller. No refund or credit will be given as a result of termination. Termination of the BOA or of an Order will not relieve the Company of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. Sections 2.3, 2.4, 4.2, 5.1, 6.2, 7, 8, and 9.8 of Seller's EULA survive termination of the BOA.

11. TERMINATION FOR CAUSE

To the extent permitted under federal law, either party may terminate an Order or the BOA if the other party (i) fails to cure a material breach within 30 days of notice, or (ii) files or is being filed in bankruptcy or ceases to do business. To the extent permitted by federal law, Seller may

also terminate an Order or the BOA upon notice (i) for Company's unauthorized installation or use of Seller software, or (ii) any breach of Sections 2.3, 3, 7, or 8 of Seller's EULA.

Upon termination of the BOA, Orders placed prior to termination shall survive and remain subject to the terms of the BOA to the extent the Orders are not also terminated; however, no new Orders may be placed after termination. Upon termination of an Order, the licenses granted and services provided thereunder automatically terminate. Upon termination of any license, Company will immediately remove and destroy all copies of software, documentation, and other Seller confidential information, and certify such removal and destruction in writing to Seller. In case Company terminates for SISW's material breach, Seller will refund a reasonable portion of any prepaid fees for the products or services to which the breach relates. Except for the foregoing, no refund or credit will be given as a result of termination. Termination of an Order or the BOA or any services or license granted thereunder will not relieve Company of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. Sections 2.3, 2.4, 4.2, 5.1, 6.2, 7, 8, and 9.8 of Seller's EULA survive termination of the BOA.

12. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

13. TAXES

Tax collection and payment is specific to the Company issuing an order under the BOA. In the event no Site Specific Terms & Conditions regarding taxes are contained in an Order, the terms of Seller's EULA shall apply.

14. CHANGES

- a. The BOA may not be varied other than in a bilateral modification signed by authorized representatives of the Company that signed the BOA and Seller. The BOA may not be varied in an Order other than in writing signed by authorized representatives of the Company and Seller, and such variance shall only apply to that Order. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification.

- b. Only the BOA Procurement Representative is authorized on behalf of Company to agree to changes to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to agree to changes to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without a written bilateral modification signed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

15. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.dol.gov/dol/esa/public/regs/compliance/posters/eeo.htm>)
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
- FAR 52.204.23 Prohibition on contracting for hardware, software and services developed or provided by Kaspersky Lab and other covered entities (Nov. 2021)

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of last signature below.

ACKNOWLEDGED AND CONFIRMED.

The Board of Trustees of the Leland Stanford Jr. University as Manager Operator of SLAC National Accelerator Laboratory

SIEMENS INDUSTRY SOFTWARE INC.

Steven Nott

Mike Ellow

(signature)

(signature)

Steven Nott

Mike Ellow

(printed name)

(printed name)

Sr. SubContract Admin.

Executive Vice President

(Title)

(Title)

Apr 1, 2024

Apr 1, 2024

(Date)

(Date)

SIEMENS INDUSTRY SOFTWARE INC.

Todd Christiansen

Todd Christiansen (Apr 1, 2024 17:21 PDT)

(signature)

Todd Christiansen

(printed name)

VP Finance

(Title)

Apr 1, 2024

(Date)