

**BASIC ORDERING AGREEMENT (BOA)  
BETWEEN**

**ANSYS, INC.**

**AND**

**The Trustees of Princeton University, represented by Princeton Plasma Physics Laboratory  
("PPPL," "Princeton") on behalf of the US Department of Energy ("DOE") Integrated Purchasing  
Team (hereinafter "DOE ICPT" "Contractor")**

**BOA NO.: ICPT BOA23002**

**Dated: Date Signed by Both Parties**

**PERIOD OF PERFORMANCE**

**Date Signed by Both Parties through September 30, 2028**

This Basic Ordering Agreement (BOA) between ANSYS, INC. (Vendor, hereinafter "Seller") and The Trustees of Princeton University, represented by Princeton Plasma Physics Laboratory ("PPPL", "Princeton") on behalf of the US Department of Energy ("DOE") Integrated Contractor Purchasing Team (hereinafter "DOE ICPT") is entered into to provide products and services to Department of Energy (DOE) Contractors and authorized Subcontractors in accordance with the following:

1. This BOA includes products and/or services listed in Attachment A.
2. This BOA is for DOE Prime Contractors/Site/DOE Sites (hereinafter collectively referred to as "Contractor" or "Site/DOE Site").
3. This BOA may also be used by DOE Subcontractors with written authorization of the ICPT Chair.
4. The pricing is in accordance with Attachment B.
5. Seller's Software License Agreement (SLA) are included in Attachment C and Appendix 1C-SLA Addendum and made a part hereof.
6. General Terms and Conditions (04/2016) are included in Attachment D and made a part herein.
7. Seller-authorized small business vendor/reseller are included in Attachment E and made a part herein.

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

**ARTICLE 1 – SCOPE OF WORK**

The Seller agrees to provide products and/or services as described in Attachment A, that identifies the Ansys products and services that Contractors may order during the Period of Performance (POP).

The Seller agrees to furnish such quantities of products or services described in Attachment A as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders under the BOA.

Attachment B: Pricing table- Pricing set forth shall be based on the following:

Ansys GSA Schedule GS-47QTCA23D008L

Ansys Commercial Price List (items not available on the GSA Schedule):

Ansys Technology Adoption License Pool

## **ARTICLE 2 – 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 on **date signed by both parties through an end on September 30, 2028**.

Option to Extend Term of BOA: Contractor may extend the term of this BOA by giving written notice to Seller by the date specified as the expiration date of this BOA. The exercise of an option to extend the term of this BOA shall be accomplished by a unilateral written modification issued by Contractor.

The term of this BOA may be extended pursuant to this clause for up to **twelve (12) months** beyond the initial term. Such extension may be made from time to time or in one modification.

## **ARTICLE 3 -DELIVERY**

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

- F.O.B. Point (point of delivery): Destination FOB Destination
- Delivery location and schedule shall be negotiated for each order under this BOA.
- Technology Adoption License Pool Option

To facilitate exploration and adoption of Ansys software programs, an optional Technology Adoption Pool of licenses will be provided to each DOE site ordering under the BOA, subject to certain conditions specified below:

- Depending upon the total quantity and value of Ansys software programs licensed in any contract year by any specific DOE site, a Technology Adoption pool of Ansys software program licenses may be available to enable that specific site to explore and assess the utility of adoption of additional Ansys software programs.
- Availability, content, and applicable ordering quantities of such Ansys software program licenses ("Technology Adoption License Pool") will depend upon the amount and value of software lease licenses procured by the site in that contract year and upon mutual agreement of Customer and Ansys.

## **ARTICLE 4 -PAYMENT**

The work specified in Article 1 shall be billed follows:

- Payment Terms: Net 30 from receipt of an accurate invoice.
- Payment schedule shall be negotiated for each order under this BOA.

## **ARTICLE 5 – FIXED PRICES / DISCOUNT SCHEDULE**

The Contractor shall be entitled to purchase goods and/or services listed in Attachment A 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.

### **Ansys Schedule:**

#### **Discount Schedule – Technology Adoption License Pool Option;**

- Each site each can issue a Delivery Order (described below) at any time during the BOA's POP, even if the Delivery Order's last option year expires after end of the BOA Pop
- Delivery Orders comprising one Base Year and two 12-month Option Years with options exercisable at the unilateral discretion of the government
  - Pricing is in accordance with Attachment B, Pricing Schedule, Delivery Order per site; "Subsequent Delivery Orders" to be priced in accordance with process described herein

- Delivery Orders are comprised of an Enterprise Pool CLIN with product sub-CLINs and a Technology Adoption Pool CLIN with product Sub-CLINs
- All Enterprise Pool CLINs are for twelve-month leases, Tech Pool Sub-CLINs, if ordered after the Enterprise CLIN's PoP start expire at the end of the contract year
- Sites can execute "Subsequent Delivery Orders" within the BOA PoP with a new Base Year PoP that starts after the end of the site's first Delivery Order Option Year 2
- Subsequent Delivery Orders cannot be issued "as of right," but require successful conclusion of a mutually agreeable "true-up" negotiation to re-calibrate base year pricing to better align with site's actual software consumption during prior Delivery Order performance in all executed years (i.e., Base and any Options exercised)
- Subsequent Delivery Orders will include the same Option Year and Technology Adoption Pool structure as prior Delivery Order
- Sites are not obligated to issue Subsequent Delivery Orders
- Contractor is not obligated to accept Subsequent Delivery Orders if mutually acceptable pricing agreement is not reached
- Under the BOA, a site can issue only one subsequent Delivery Order (for a maximum total site-specific PoP of six years for all site-specific Delivery Orders)

**Preparer must ensure that pricing is consistent as reflective in attachment B. All orders must be placed by Purchase Order.**

#### **ARTICLE 5 – ADMINISTRATIVE**

Contractor BOA Administrator's Address is as follows:

Princeton Plasma Physics Laboratory  
100 Stellarator Road  
Princeton, NJ 08430

Attention: Cheryl Colan      email: [ccolan@pppl.gov](mailto:ccolan@pppl.gov)      phone: 609.243.3486

Attention: Marissa Zara      email: [mzara@pppl.gov](mailto:mzara@pppl.gov)      phone: 609.243.2397

Seller BOA Administrator's Address is as follows:

Ansys Inc.

Attention: Mike Hancock      email: [mike.hancock@ansys.com](mailto:mike.hancock@ansys.com)      phone: 512.422.3093

All Orders placed hereunder shall reference this BOA No. BOA23002

#### **ARTICLE 6 – REPORTING REQUIREMENTS**

The Seller shall submit a spend and savings report to the ICPT Reporting Representative of the ICPT Executive Council for each quarter of the fiscal year. The report format and due date will be provided to the Seller near the end of each quarter. The Seller shall deliver the report by the due date requested. Savings shall be calculated as the difference between the ordering pricing and Sellers OEM list price for those same products under this agreement.

The Seller shall attend Performance Review Meetings as requested by the ICPT or Contractor site.

#### **ARTICLE 7 – SMALL BUSINESS RESELLER REQUIREMENTS**

Sales under this BOA shall be transacted through either directly with Ansys or a Seller-authorized small business vendor/reseller listed under Attachment E and at the prices and/or discounts in Attachment B.

**ARTICLE 8 – SITE SPECIFIC TERMS AND CONDITIONS**

The Seller acknowledges that DOE sites may have requirements unique to the DOE's sites mission, and/or geographic location. Accordingly, Seller agrees that the Contractor placing an Order under this BOA may include with the Contractor's or Subcontractor's Order such additional contractual requirements as are imposed by the DOE site relative to additional, required to Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws. Seller has no obligation to accept any Contractor or Subcontractor Order whose business terms and conditions conflict with Seller's SLA or this BOA or would otherwise impose upon Seller any terms or conditions that Seller finds unacceptable.

**ARTICLE 9 – RECORDS AND AUDITS**

The Seller shall maintain appropriate records relating to this Agreement for a period of three years after final payment.

Each participating site and/or PPPL reserve(s) the right to conduct periodic reviews of the Seller's records. The Seller shall maintain documentation to validate the prices charged for an Ordered Item for a period of three years after final payment for the Item. The Seller shall refund to each participating site any amount paid of the Ordered Items in excess of the pricing established in this Agreement. The amount of any refund may be determined from a statistical sample of each participating site and/or Seller's records, in lieu of a full review.

**ARTICLE 10 – LIST OF ATTACHMENTS**

Attachment A – Products and/or Services

Attachment B – Pricing Schedule

Attachment C – License Agreement for Proprietary Software (10/03)

- Appendix 1C-SLA Addendum

Attachment D – General Terms and Conditions

Attachment E- Seller-authorized small business vendor/reseller

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of DOE'S signature date.

ACKNOWLEDGED AND CONFIRMED:

<b>ANSYS, INC.</b>	<b>THE TRUSTEES OF PRINCETON UNIVERSITY ON BEHALF OF THE U.S. DEPARTMENT OF ENERGY INTERGRATED CONTRACTOR PURCHASING TEAM</b>
BY: <i>Scott Light / Scott Light</i>	BY: <i>Quinn W. Qualls</i> <small>Digitally signed by Hekima W. Qualls</small>
TITLE: <i>Area Sales Director</i>	TITLE: <b>Hekima Qualls, Chief Procurement Officer</b>
DATE: <i>Aug 15, 2023</i>	DATE: <b>08/17/2023</b>