

BASIC ORDERING AGREEMENT

Agreement No. ICPTBOA23002

by and between

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")

And

ANSYS ("Seller")

GENERAL TERMS AND CONDITIONS

FOR COMMERCIAL ITEMS AND SERVICES

DOE CONTRACTORS (MARCH 2022_modified)

1. DEFINITIONS

The following terms shall have the meanings below:

- a. "Government" means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. "Seller" means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. "Contractor" means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. "Item" means "commercial products and commercial services" and "commercial component", as defined in FAR 52.202-1.
- e. "Order" means individual requests for Products or Services (hereinafter referred to as "Item") issued under this Basic Ordering Agreement (BOA).
- f. "Authorized Subcontractor" means a Subcontractor holding an active Subcontract issued by a DOE Contractor.
- g. "BOA Procurement Representative" means the person responsible for negotiating and administrating the BOA.
- h. "Order Procurement Representative" means the person responsible for negotiating and administration of the respective Order.
- i. "Site Specific Terms and Conditions" means those unique requirements of the Contractor issuing Orders under this BOA which will supplement these general Terms and Conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) any applicable FAR or DEAR clauses made part of an Order, (2) the Ansys SLA (attachment C), and Appendix 1C SLA Addendum, (3) the BOA General Terms and Conditions(attachment D) (4) any DOE Site-Specific Terms and Conditions, (5) any Contractor or Subcontractor terms and conditions, (6) item description, (6) Site Specific Order(7) Seller-authorized small business vendor/reseller.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Contractor shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its' own assets. The Contractor may assign the BOA and Orders to DOE or DOE's designated successor to Contractor provided such successor has agreed to the terms and conditions set forth hererin, and in case of such transfer and notice thereof to Seller the Contractor shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders, agrees to comply with all the Terms and Conditions, all specifications, and all other documents that this BOA or Order incorporates by reference or attachment. Failure of Contractor 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 Contractor to enforce each and every provision. All rights and obligations shall survive final acceptance of performance of the BOA or any Order there under.

If when placing an Order under this BOA, a Contractor or Subcontractor seeks to impose terms and conditions upon Seller in addition to those incorporated in this BOA and those Contractor or Subcontractor business terms and conditions conflict with the BOA's Terms and Conditions including that of the Seller's SLA or would otherwise impose upon Seller any terms or conditions that Seller finds unacceptable, Seller shall not be obligated to accept such Order. The foregoing shall not apply for site specific additional terms and conditions that are contractual requirements imposed by the DOE Site.

5. WARRANTY

Warranty is Governed by the terms and conditions of Seller's SLA.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Contractor, except to the extent such assignment is the result of a corporate transaction involving Seller such as a merger or acquisition. In such cases, Seller shall provide timely notice to Contractor of such transaction. However, Seller may assign rights to payment, meaning financial compensation to a financing institution if Contractor is furnished written notice and a signed copy of said assignment at the time of or before request for payment.

7. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of:

- (1) receipt of Seller's proper invoice, if required, or
- (2) delivery (and acceptance, if required by the Order) of items/completion of work.

Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer (EFT), at the option of Contractor. Payment shall be deemed made effective as of the date of mailing or the date on which an EFT is made. Notwithstanding anything to the contrary stated herein, the Contractor shall be entitled at any and all times to set off against any amounts payable by the Contractor hereunder any amount owing from Seller to the Contractor under Orders or any subcontracts with Seller.

8. DATA REPORTING REQUIREMENTS

- a. Seller shall report quarterly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following established methodologies (noted in the Order of Precedence clause):
 1. BOA pricing paid below Seller's pricing previous price paid (Historically Pricing or established GSA Pricing).
 2. BOA pricing paid below Seller's most preferred Government Customer pricing.

3. BOA Pricing paid below seller's initial proposed pricing.

9. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable Federal, State, and local laws and ordinances and all pertinent Orders, DOE Directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency (EPA) pursuant to the Emergency Preparedness and Community Right-to-Know Act (EPCRA) and Toxic Substances Control Act (TSCA) as amended. With each delivery, Seller shall provide Contractor any applicable Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act (OSHA) and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this Article in all Subcontracts, at any tier, involving the performance of this BOA.

10. TERMINATION FOR CAUSE

- a. Only the Contractor issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA or fails to provide adequate assurance of future performance. Only the Contractor issuing any Order may terminate an Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Contractor shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Contractor may require Seller to deliver to the Contractor any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Contractor shall pay the mutually agreed-upon price for completed items delivered and accepted. The Contractor and Seller shall mutually agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Contractor for delays in performance occasioned by causes beyond Sellers' reasonable control and without its fault or negligence.
- d. The rights and remedies of the Contractor in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

11. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five (5) days of initiation of the proceedings. 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.

12. TAXES

Tax collection and payment is specific to the Contractor issuing an order under this BOA; therefore, Seller should refer to the Site-Specific Terms and Conditions for each order. In the event no Site-Specific Terms & Conditions regarding taxes are contained in an order, the order prices shall include all Federal, State & local taxes and duties when applicable.

13. CHANGES

a. The Contractor issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral Change Order, or by a bilateral modification to the BOA. The Contractor issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral Change Order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Contractor. 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. Any claim for adjustment by Seller must be made within thirty (30) days from the date of receipt of the change notice, although Contractor in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.

b. Only the BOA Procurement Representative is authorized on behalf of Contractor to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Contractor to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Contractor personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

- c. Nothing in this Article, including any disagreement with Contractor about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

14. TERMINATION FOR CONVENIENCE

The Contractor issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Contractor may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Contractor. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Contractor in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Contractor.

As applicable ONLY TO LEASE LICENSES: Contractor understands and agrees that, for any software lease license delivered by Seller to Contractor, Seller's performance of the delivery of that software lease license is complete upon Seller's delivery of the license to Contractor and that Contractor shall not be entitled to a refund for any un-used portion of a software lease license that Seller has delivered to Contractor, if the Contractor terminates this Agreement for Contractor's convenience prior to the expiration of the software licenses lease term.

15. SUSPENSION

The Contractor issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Contractor issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Contractor. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Contractor in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Contractor.

16. 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 Contractor BOA Procurement Representative. The FAR clauses may be obtained from the Contractor upon request.

The following clauses are incorporated by reference:

FAR 52. 219-8 Utilization of Small Business Concerns (OCT 2022)

FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at:
<http://www.dol.gov/dol/esa/public/regs/compliance/posters/eo.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 52.227-3 Patent Indemnity (APR 1984)

FAR 52.227-9 Refund of Royalties (APR 1984)

FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

FAR (Buy American)

FAR Export Control (Kaspersky)

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