

Software License Agreement

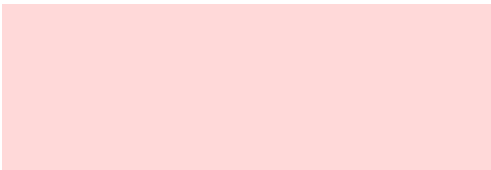
PTCP - AZPN Template Rev 05/2019

COVER PAGE

END USER:	Prazska vodohospodarska spolecnost a.s.	ATTN:	[REDACTED]
ADDRESS:	Evropska 866/67, 160 00 Prague 6 - Vokovice, Czech Republic	TELEPHONE:	[REDACTED]
		EMAIL:	[REDACTED]

CHANNEL PARTNER:	SIDAT, spol. s r.o.	ATTN:	[REDACTED]
ADDRESS:	Zbrojnicka 220 4 Prague 6 162 00 Czech Republic	TELEPHONE:	[REDACTED]
		EMAIL:	[REDACTED]

START DATE:	11 March 2022
CONTRACT ID#:	127318
LICENSE TERM:	11 March 2022 through 10 March 2026



1. AGREEMENT

- 1.1 By signing this Cover Page, Aspen Technology, Inc. (“**AspenTech**”) and the end user named above (“**End User**”) supersede the agreement listed below (“**Prior Agreement**”) and replace it with this software license agreement that consists of this Cover Page and the Attachments specified in Section 2 below (“**Agreement**”).
- Prior Agreement:**
- Software License Agreement between AspenTech and End User effective as of 22 September 2011 (Contract ID 30868).
- 1.2 The channel partner identified above (“**Channel Partner**”) is authorized to provide the AspenTech software products and/or services specified herein pursuant to a duly-authorized channel sales agreement between Channel Partner and AspenTech (“**CSA**”).
- 1.3 Channel Partner will invoice End User, and End User shall make payment(s) to Channel Partner, for license fees applicable to the licenses granted herein.
- 1.4 The Software may include calculation routines that mimic the operation of plants, processes and/or equipment that Customer may use to create or augment models of plants, processes or equipment. The prohibition of the Agreement on reverse engineering the Software includes, without limitation, using such models and/or data processed in or produced by the Software to train any type of artificial intelligence program to develop programs that have features or functionality similar to the features or functionality of the Software unless Customer shall have obtained a separate license for such purpose from AspenTech

2. ATTACHMENTS

- 2.1 The documents listed below (collectively, “**Attachments**”) are hereby made a part of this Agreement.
- Exhibit A - Products
 - Exhibit B - Token Count Table Notes
 - Exhibit C - Software License Terms and Conditions (Rev. 11/2013/v2) (“**Standard Terms**”)
 - Exhibit D - Additional Product Terms (Rev. 11/2019)
 - Exhibit E - Base Load Product Configuration
- 2.2 End User is the Customer within the meaning of the Standard Terms, but has no payment obligation to AspenTech, and Section 7 of the Standard Terms shall not apply. End User hereby agrees to assume, perform and be bound by all other terms and conditions of the Standard Terms.

3. LICENSE KEY OR DONGLE

- 3.1 Upon execution of this Cover Page by both parties, AspenTech will issue a temporary license key or dongle that will enable use of the Software for 90 days. AspenTech will issue one or more replacement license keys or dongles upon receipt from Channel Partner of the applicable License Fees in accordance with the CSA.

4. SOFTWARE MAINTENANCE AND SUPPORT SERVICE

- 4.1 Software maintenance and support service (“**SMS**”) is included in the license(s) granted herein. AspenTech will provide SMS as described in the Customer Services Guide at <http://support.aspentech.com> on the Start Date and each anniversary thereof, notwithstanding any subsequent changes or modifications made by AspenTech during the following twelve months.

5. EXECUTION

- 5.1 The parties’ signatures below, including signatures on counterpart signature pages, establish conclusive evidence of the arrangement between them, regardless of whether a purchase order is also issued. Executed signature pages sent by email scan, facsimile or otherwise by photocopy are valid means of signature and delivery.
- 5.2 If a purchase order is issued as a condition of signature below, the purchase order must be identified to AspenTech by purchase order number on or before the date of signature. Any purchase orders issued must contain a specific reference to the Contract ID# set forth above. Upon request, AspenTech will reference a purchase order number in invoices issued hereunder; however, AspenTech expressly rejects any terms or conditions in any purchase order that are additional to, or different from, the terms hereof. If AspenTech signs and returns a purchase order or copy thereof, the parties agree that such AspenTech signature is provided solely as an accommodation to the issuer for the issuer’s internal administrative purposes, and does not signify AspenTech’s acceptance of any terms that are additional to, or different from, those set forth herein.

This offer expires 11 March 2022.

IN WITNESS WHEREOF, the respective authorized representative of each party hereby executes this Cover Page with intent to be legally bound. If AspenTech signs and returns a purchase order or copy thereof, the parties agree that such AspenTech signature is provided solely as an accommodation to End User for End User's internal administrative purposes, and does not signify AspenTech's agreement to any terms that are additional to, or different from, those set forth in the Agreement.

**PRAZSKA VODOHOSPODARSKA
SPOLECNOST a.s.**

[Redacted Signature]

(Authorized Signature)

(Name - Print or Type)

(Job Title - Print or Type)

(Date)

ASPEN TECHNOLOGY, INC.

[Redacted Signature]

(Authorized Signature)

[Redacted Name]

(Name - Print or Type)

SVP, Chief Accounting Officer

(Job Title - Print or Type)

3/31/2022

(Date)

Please send AspenTech each page of each of the signed Cover Page, all Attachments (if any) and any related purchase order by email scan or facsimile to AspenTech Contract Administration at PO@aspentech.com or Fax: 1.617.812.0322.

Please assign the Agreement to PO@aspentech.com if electronic signature by AspenTech is desired.

If a signed original is required, please mail each page of two signed originals of the Agreement and each page of any related purchase order to Aspen Technology, Inc. at the following address.

**ATTN: Contracts Administration
Aspen Technology, Inc.
20 Crosby Drive
Bedford, MA 01730 USA
Telephone: 1.781.221.6400**

End User should submit any purchase order to the Channel Partner specified above.

EXHIBIT A - PRODUCTS

START DATE: 11 March 2022

LICENSE TERM: From Start Date through 10 March 2026

LICENSED TOKEN SOFTWARE PRODUCT(S)		
aspenONE® MSC		
Token Limit		
Token Limit	License Type	Licensed Site or Region
13	WAN-1R	End User Sites in EMEA
Product Information		
Product Number		Product Name
79001918		aspenONE® MSC r19.2

SHIP TO: SIDAT, spol. s r.o.

Address: Jinonicka 80, Prague 5, 158 00 Czech Republic

EXHIBIT B - TOKEN COUNT TABLE

79001918 - aspenONE® MSC r19.2

Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
Advanced Process Control				
88300217	Aspen APC Application Builder	4	User A	
88300290	Aspen Batch APC™	25	Batch Unit	
88300296	Aspen Deep Learning for DMC3	5	Application	5 Tokens per Aspen DMC3 or DMC3 for Olefins Application
88300287	Aspen Deep Learning IQ	2	Inferential	
88300220	Aspen DMC3	1	MV	1 Token/1 MV
88300221	Aspen DMC3 for Olefins	1	MV	1 Token/4 MVs for Olefins Units only; 10 base load Tokens also required
88300154	Aspen DMCplus® Composite T	6	Application	
88302061	Aspen Inferential Qualities r2	1	Inferential	1 Token/4 Inferentials
88300280	Aspen IQ Watch	1	Inferential	
88300159	Aspen PID Watch Performance Monitor T	1	Loop	1 Token/25 Loops
88300161	Aspen Process Controller	1	MV	1 Token/3 MVs
88300163	Aspen Process Controller for Olefins	1	MV	1 Token/20 MVs for Olefins Units only (10 base load Tokens also required)
88300164	Aspen Process Sequencer T	8	Application	4 Tokens for simultaneous recipe and sequencing execution and 4 Tokens for access to recipe management
88300171	Aspen RTO Watch Performance Monitor T	8	User A	
88300248	Aspen Watch Centralized Monitoring	1	Point	1 Token/75 Points
88300178	Aspen Watch Performance Monitor for Olefins	1	MV	1 Token/20 MVs
88300182	Aspen Watch Performance Monitor T	1	MV	1 Token/9 MVs
Aspen IIoT				
88300209	Aspen Batch Data Excel Add-In	2	User A	2 Tokens/3 Users
88300288	Aspen Enterprise IP.21 Historian	3	Point	3 Tokens/8000 Points
88300223	Aspen InfoPlus.21® 64-bit	1	Point	1 Token/4000 Points/ InfoPlus.21 Server
88300224	Aspen InfoPlus.21® 64-bit Cluster	1	Point	1 Token/2666 Points/ InfoPlus.21 Server
88302198	Aspen InfoPlus.21® Development System T r2	1	Point	1 Token/12000 Points/SLM Server

79001918 - aspenONE® MSC r19.2 - Continued

Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88302199	Aspen InfoPlus.21® Hot Backup System T r2	1	Point	1 Token/12000 Points/SLM Server
88302197	Aspen InfoPlus.21® T r2	1	Point	1 Token/4000 Points/InfoPlus.21 Server
88300291	Aspen Process Data Excel Add-In r2	1	User A	1 Token/3 Users
88300214	aspenONE Plant Data	4	User A	
88300213	aspenONE Plant Data Trending	6	User A	
88300229	aspenONE Process Explorer	1	User C	1 Token/3 Users
88300230	aspenONE Process Explorer Analytics	2	User C	
88300200	Aspen Process Explorer T	1	User A	1 Token/3 Users
88300009	Aspen Production Record Manager	7	Server	
88300226	Aspen Production Record Manager 64-bit	7	Server	
88300227	Aspen Production Record Manager 64-bit Cluster	10	Server	
88300215	Aspen Production Record Manager 64-Bit ODBC Driver	5	Connection	
88300118	Aspen Role Based Visualization	1	User C	1 Token/3 Users
88300310	Aspen SDx Connector	8	Server	
88300311	Aspen SDx Server	2	Connection	1 instance of Aspen SDx Connector is required to use 1 or more instance(s) of Aspen SDx Server
Manufacturing Execution Systems				
88300243	AORA Data Service	10	AORA Model	
88300307	Aspen MVA Baseload	10	Region	10 Tokens for 1 Region, 20 Tokens for 2 Regions , 30 Tokens for 3 Regions
88300004	Aspen Operations Reconciliation and Accounting	13	User A	
88300028	Aspen Production Execution Manager	1	User A	
88300305	Aspen Process Pulse Configuration T	2	Configuration	1 instance of Aspen MVA Baseload is required to use 1 or more instance(s) of Aspen Process Pulse Configuration T.
88300304	Aspen Process Pulse User T	8	User A	1 instance of Aspen MVA Baseload is required to use 1 or more instance(s) of Aspen Process Pulse User T.
88302187	Aspen Reporting Framework r2	9	Connection	
88300007	Aspen Tank and Operations Manager	7	User A	

79001918 - aspenONE® MSC r19.2 - Continued				
Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88300302	Aspen Unscrambler T	4	User A	1 instance of Aspen MVA Baseload is required to use 1 or more instance(s) of Aspen Unscrambler T.
88300308	Aspen Unscrambler Batch T	2	User A	1 instance of Aspen MVA Baseload is required to use 1 or more instance(s) of Aspen Unscrambler Batch T.
88300303	Aspen Unscrambler HSI T	2	User A	1 instance of Aspen MVA Baseload is required to use 1 or more instance(s) of Aspen Unscrambler HSI T.
88300232	Aspen Weigh and Dispense Execution	4	User A	
88300231	Aspen Weigh and Dispense Management	1	User A	
88300242	AtOMS Browser	7	User C	
Operations Support Products				
88320278	Aspen HYSYS® RTO for Manufacturing & Supply Chain	18	User A	
88300069	Aspen OnLine®	9	User A	
88320203	Aspen Plus® RTO	18	User A	
88300133	Aspen Utilities On-Line Optimizer	29	User A	
88300134	Aspen Utilities Planner	20	User A	
Refinery Planning & Scheduling				
88300222	Aspen Dock Scheduler	10	User A	
88300294	Aspen Hybrid Models for PIMS-AO	10	User A	*See the Notes following this Table.
88300299	Aspen Hybrid Models for Unified PIMS	10	User B	*See the Notes following this Table.
88300073	Aspen Petroleum Scheduler	30	User A	
88300081	Aspen PIMS	50	Site	*See the Notes following this Table.
88300075	Aspen PIMS Advanced Optimization	40	User A	
88300066	Aspen PIMS Regional Optimizer	20	User A	
88300079	Aspen PIMS Submodel Calculator	10	User A	
88300160	Aspen PIMS User	10	User A	*See the Notes following this Table.

79001918 - aspenONE® MSC r19.2 - Continued

Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88300297	Aspen PIMS-AO HPC Tier 1	17	User A	
88300298	Aspen PIMS-AO HPC Tier 2	23	User A	
88300064	Aspen Refinery Multi-Blend Optimizer	30	User A	
88300284	Aspen Unified Multisite for PIMS™	20	User B	
88300281	Aspen Unified PIMS™ Express	20	User B	1 instance of Aspen PIMS is required per Site to use 1 or more instance(s) of Aspen Unified PIMS Express at each Site.
88300257	Aspen Unified PIMS HPC Tier1	7	User B	
88300258	Aspen Unified PIMS HPC Tier2	17	User B	7 Tokens for Aspen Unified PIMS HPC Tier1, 10 Tokens for Aspen Unified PIMS HPC Tier2
88300259	Aspen Unified PIMS HPC Tier3	23	User B	7 Tokens for Aspen Unified PIMS HPC Tier1, 10 Tokens for Aspen Unified PIMS HPC Tier2, 6 Tokens for Aspen Unified PIMS HPC Tier3
88302255	Aspen Unified PIMS™ r2	40	User B	
88300261	Aspen Unified PIMS Viewer	5	User B	
88303282	Aspen Unified Scheduling r3	40	User B	
88300283	Aspen Unified Scheduling Viewer	5	User B	
88300285	Aspen Verify for Planning	10	User A	
Supply Chain Management				
88302147	Aspen Collaborative Demand Manager Collaborative Forecasting r2	4	User C	
88302146	Aspen Collaborative Demand Manager Demand Management r2	20	User A	
88302083	Aspen Plant Scheduler - Enhanced Automation r2	14	User A	
88302084	Aspen Plant Scheduler - Enhanced Optimization r2	20	User A	
88302082	Aspen Plant Scheduler r2	6	User A	
88300277	Aspen Schedule Explorer™	2	User C	
88300309	Aspen Supply Chain Management Insights	40	AEI Community	1 base load per AEI Community
88302129	Aspen Supply Chain Planner r2	55	Business Unit	
88302176	Aspen Supply Chain Planner User r2	4	User A	
Supply & Distribution				
88300276	AFO Connect™	10	User A	1 instance of Aspen Fleet Optimizer is required to use 1 or more instance(s) of AFO Connect.

79001918 - aspenONE® MSC r19.2 - Continued

Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88300289	Aspen Fleet Forecasting	10	Station	10 Tokens/100 Stations
88302206	Aspen Fleet Optimizer r2	30	Throughput	30 Tokens/500K metric tons Throughput dispatched per year or 30 Tokens/500K gallons Throughput dispatched per day
88300026	Aspen Petroleum Supply Chain Planner	35	Throughput	35 Tokens/100K Barrels Throughput/day
88300179	Aspen Petroleum Supply Chain Planner User	30	User A	

Token Count Table Notes

(Rev. 11/2021)

The Product Names listed above are trademarks of Aspen Technology, Inc.

Unless otherwise indicated in the Usage Notes, Token Counts are based on one unit of the specified Unit of Measure.

AspenTech permits use of Software in the cloud where: (i) the Platform Support specifications published by AspenTech for the relevant version of the Software include cloud support; (ii) only the Customer has access to the Software hosted by the cloud service provider; and (iii) the User is accessing the Software only from a Site specified in the applicable license agreement. Cloud deployment does not change any license restrictions, including the restrictions on which Region(s) can access the Software.

The license herein granted expressly includes aspenONE Integration Foundation. Usage of this product does not consume Tokens and is not subject to a Unit of Measure.

Aspen PIMS is required for use of Aspen PIMS User or Aspen Unified PIMS Express. The two usage-based products may share an instance of Aspen PIMS. Fifty base load Tokens are consumed at each manufacturing Site that is planned with an Aspen PIMS model regardless of the location of the PIMS Users. Fifty base load Tokens are also consumed where Aspen PIMS is used at one or more non-production Sites for use cases other than production planning, e.g., strategic planning, trading decision support or multi-Site feedstock purchasing decisions.

*Reduced order models are used with Aspen Hybrid Models for PIMS-AO and Aspen Hybrid Models for Unified PIMS. Creating reduced order models requires use of the Aspen AI Model Builder software program. Aspen AI Model Builder is available on a Software-as-a-Service basis only and is not included in the aspenONE MSC software suite.

The following definitions apply as used in the Token Count Table.

AEI Community	A group of AEI Users who have access to the same pages within AEI
AORA Model	A representation of the process for purposes of determining and predicting boundary and unit balances, typically conducted at a Site level
Application	A running instance of the Software
Batch Unit	Production facility processing unit that is necessary to produce one or more products; for example, a batch reactor vessel system used in a production process where the products leaving the system after the reaction takes place are discharged in a batch (non-continuous) fashion
Business Unit	Relatively autonomous division of a large company that operates as an independent enterprise with responsibility for a particular range of products or activities and that is financially measured or tracked as an independent profit and loss center
Configuration	A setup that defines an operation to be performed real-time such as running a model or trending of data
Connection	A data source input
Inferential	Model-based calculation
Loop	A Proportional-Integral-Derivative (PID) loop; A block that controls a specific process variable at the base layer and is the first level of control in the manufacturing process
MV	Manipulated Variable; Process control input that may be adjusted by the AspenTech controller
Olefins Unit	Production facility processing unit that is necessary to produce one or more olefins products; limited to one or more of the following operations: hot-side (furnaces); charge gas compressor (CGC); cold train and refrigeration; and/or C3/C4 separation (depropanizer, C3 splitter and debutanizer)
Point	A unique calculated value or element of historized process data
Server	A software program that provides functionality for other programs or devices

Station	A retail location where fuel to operate trucks or automobiles is pumped and sold
Throughput	Mass throughput of a particular production process
User A	One Simultaneous User using a single instance of a Software product other than a Web Application on one computer at any given moment
User B	One Simultaneous User running a single model at any given moment using a single instance of a Software Web Application that involves running models
User C	One Simultaneous User using a single browser/device instance at any given moment of a Software Web Application for viewing the results of models or enabling the exchange of information

EXHIBIT C - SOFTWARE LICENSE TERMS AND CONDITIONS

(Rev. 11/2013/v2)

1. DEFINITIONS:

- 1.1 “**Administrative Coordinator**” means each party’s representative designated by written notice to the other party on or before the Start Date, who is the exclusive point of contact responsible for processing all licensing, decommission and install requests.
- 1.2 “**Affiliate**” means any company that is controlled by, under common control with, or controls Customer, provided that such control relationship also existed as of the Start Date. A company shall be deemed to have control of another if it directly or indirectly owns more than 50% of the voting shares of the other company.
- 1.3 “**Agreement**” means the license contract consisting of the Cover Page signed by the parties, these Standard Terms, and any Exhibit A or other attachment to the Cover Page. Unless otherwise specified, this Agreement will become effective when a facsimile or original of the Cover Page has been signed by both parties. In the event of any conflict between these Standard Terms and the Cover Page, the Cover Page will control.
- 1.4 “**Assignee**” means a financial institution to which AspenTech has assigned its rights to receive any and all payments due under this Agreement.
- 1.5 “**Base Load Product**” means a Software product that: (i) consumes Tokens upon activation by AspenTech, which Tokens will not be available for other use unless and until the Base Load Product is de-activated at Customer request; and (ii) consumes additional Tokens while the activated Base Load Product is in use.
- 1.6 “**Cover Page**” means the signed document to which these Standard Terms are attached.
- 1.7 “**Customer**” means the legal entity identified on the Cover Page as the Customer.
- 1.8 “**Dedicated Tokens**” means Tokens that may only be used to access the specific Software product for which those Dedicated Tokens are designated, and are not permitted to be used to operate any other Software product.
- 1.9 “**Defect**” means a material error in program logic or documentation attributable to AspenTech that prevents the performance of a principal computing function as set forth in AspenTech’s published specifications for the Software.
- 1.10 “**Dongle**” means a hardware security device required for Software to function.
- 1.11 “**Evaluation License**” means a license to use the Software solely for internal evaluation and/or testing purposes for no more than 90 days, and not: (i) for use in a production environment; (ii) as an aid or tool for the creation of any new software; or (iii) as a mechanism for training or aiding any party in the performance of the foregoing prohibited activities.
- 1.12 “**Exhibit A,**” if applicable, means the product and pricing exhibit attached to the Cover Page.
- 1.13 “**Force Majeure**” means a force beyond the reasonable control of a party to this Agreement, such as fire, strike, war, civil unrest, terrorist action, government regulations or acts of nature. A force will not be deemed a Force Majeure with respect to Customer’s payment obligation unless such force disrupts public banking or communications networks necessary to effect the transfer of funds.
- 1.14 “**LAN**” license means a license that may be used by Simultaneous Users on a local area network at a Site.
- 1.15 “**License Fees**” means amounts payable to AspenTech by Customer for Software licensed under this Agreement.
- 1.16 “**License Term**” means the period of time a Software license is in effect, and is specified in Exhibit A. The License Term commences on the Start Date specified in the Cover Page.
- 1.17 “**Measurement Period**” means each full calendar month during the License Term, and any additional partial calendar month during the License Term.

- 1.18 “**Proprietary Information**” means Software and other confidential information provided in connection with Software, and any benchmarking data or other results of use or testing of the Software which are indicative of its performance, operation, efficacy, reliability or quality.
- 1.19 “**Region**” means one or more of the following geographic areas: (i) Asia-Pacific, including Pakistan, China, Southeast Asia, Australasia, Japan, Republic of Korea and India (“**APAC**”); (ii) Europe, Africa and Middle East, including Israel, Russia, Ireland, the United Kingdom and Greenland (“**EMEA**”); and (iii) North America and Latin America, including the U.S., Canada, Mexico and Central and South America (“**NALA**”).
- 1.20 “**Release**” means a generally available new version of the Software with new features and/or significant enhancements.
- 1.21 “**Simultaneous User**” or “**User**” means one individual running one instance of one Software product on one computer at one given moment in time.
- 1.22 “**Site**” means each facility or office specified in Exhibit A.
- 1.23 “**SLM Server**” means a network computer that manages the licenses required to run the Software. Subject to any specified license restrictions, Customer may install Software on more than one SLM Server upon written notice to the AspenTech Administrative Coordinator.
- 1.24 “**Software**” means AspenTech or third-party proprietary computer program(s) set forth in Exhibit A and licensed to Customer by AspenTech in object code form, and any Updates, Releases, Dongles, license keys, documentation, data, process or other manuals, databases, simulation files, integrated or standalone models, technology archives, process tools, enhancements and instructions, and any authorized copies thereof, provided with or accessible via the Software.
- 1.25 “**Software License Manager**” (“**SLM**”) means a software-based licensing system which controls and tracks the usage of Software products. The SLM does not change or provide additional functionality to the products; it only provides access to the Software through an SLM Server.
- 1.26 “**Software Maintenance and Support**” (“**SMS**”) means technical support via telephone, email or the AspenTech Online Support Center as described at <http://esupport.aspentech.com>; Updates and Releases and associated user documentation offered on a when-and-if available basis; and commercially reasonable efforts by AspenTech to remedy Defects by: (i) providing a bug fix, patch or workaround procedure; and/or (ii) incorporating a permanent Defect correction in the next Update or Release of the Software.
- 1.27 “**Standalone**” license means a license to use Software on one Supported Computer using a Dongle or a license file that is locked to that Supported Computer or an Internet Protocol address, where the Software may not be accessed through a network, including through a LAN or WAN network.
- 1.28 “**Standard Terms**” means these AspenTech Software License Terms and Conditions (Rev. 11/2013/v2).
- 1.29 “**Start Date**” means the date the License Term commences as specified in the Cover Page. The Start Date specified in any amendment of this Agreement will pertain only to that amendment (including any additional software or expanded entitlement specified therein), and will not operate to change the Start Date of this Agreement.
- 1.30 “**Supported Computer(s)**” means one or more computers: (i) owned or leased by, or under the control of, Customer or a permitted Affiliate (if any); and ii) of a manufacture, model and operating system for which AspenTech at the time offers a current version of the Software.
- 1.31 “**Token**” means a unit of measurement of Software usage based on the applicable Unit of Measure specified in the Token Count Table.
- 1.32 “**Token Count**” means the number of Tokens required to operate a single instance of a Software product in accordance with the applicable Unit of Measure specified in the Token Count Table.
- 1.33 “**Token Count Table**” means the schedule of Software products and associated Token Counts and Units of Measure that is attached to the Cover Page.

- 1.34 **“Token Limit(s)”** means the number of Tokens licensed to Customer under this Agreement for each Software product that requires Dedicated Tokens and for each aspenONE® suite license, respectively, as set forth in Exhibit A.
- 1.35 **“Unit of Measure”** means the specified property of Software usage set forth in the Token Count Table, in terms of which the scope of permitted usage of individual Software products is measured.
- 1.36 **“Update”** means a generally available revision of the Software with minor changes and/or Defect corrections. Updates generally occur between each Release of the Software.
- 1.37 **“Usage Log(s)”** means computer files containing the record of usage of any Software managed by an SLM Server.
- 1.38 **“User Limit”** means the maximum number of Simultaneous Users permitted for each Software product that is subject to User Limits as set forth in Exhibit A.
- 1.39 **“WAN-1R,” “WAN-2R” and “WAN-3R”** license means a license to use Software on a wide area network in one, two or three Regions, respectively, where multiple Simultaneous Users at multiple Sites within the applicable Region(s) may access the Software.

2. LICENSE GRANT:

- 2.1 **General.** AspenTech grants and Customer accepts a non-exclusive, non-transferable, non-sublicensable license to use the Software during the License Term solely on Supported Computer(s) for the internal business purposes of Customer and any permitted Affiliate(s) specified in the Cover Page, and in accordance with terms and conditions of this Agreement. LAN and WAN licenses may be used only at the Site(s) or Region(s) specified in Exhibit A. Customer may permit contractors or consultants to use the Software on Supported Computer(s) for the internal business purposes of Customer or any permitted Affiliate upon AspenTech’s prior written consent, manually signed by an executive officer assigned to AspenTech’s headquarters, and subject to the limitations stated herein. Customer and any permitted Affiliates, contractors or consultants may not access or provide Software on a service bureau or time-sharing basis. AspenTech specifically reserves all rights not expressly granted under this Agreement.
- 2.2 **aspenONE®.** An aspenONE suite license includes any Software products AspenTech may add to that aspenONE suite during the License Term, subject to Token Counts to be established by AspenTech. Customer may order additional Tokens, subject to a minimum increment and pricing to be established by AspenTech at the time of addition if not specified in the Agreement, prorated for the period of time the additional Tokens are licensed.
- 2.3 **Base Load Products.** Base Load Products accessed with Dedicated Tokens or included in the aspenONE Manufacturing and Supply Chain suite will be configured initially at the Token levels specified in the Base Load Product Initial Configuration attachment to the Cover Page. Customer may submit a request to AspenTech at any time to de-activate a Base Load Product, and may activate Base Load Products by going to <http://esupport.aspentech.com>.
- 2.4 **Commuting.** Customer may download a license key from an SLM Server for no more than 30 consecutive days before Customer must check the key back in to the SLM Server. Tokens will be consumed for Token Software licenses until the downloaded license keys are checked back in to the SLM Server.
- 2.5 **Dongles.** Within 30 days of request by AspenTech, Customer shall return all Dongles for any Software for which the license has expired or been terminated or superseded and replaced. If Customer loses a Dongle, Customer shall give prompt email notice of the lost Dongle to AspenTech Customer Care at customer@aspentech.com, and shall confirm in said notice that if the Dongle is found, Customer will promptly notify AspenTech Customer Care via email and return the Dongle.
- 2.6 **Additional SLM Servers.** Customer may add SLM Servers during the License Term upon written notice to the AspenTech Administrative Coordinator, subject to any specified license restrictions.

3. SMS:

- 3.1 **SMS.** Unless otherwise stated in Exhibit A, no SMS is provided for Evaluation Licenses, and SMS is provided for all other licenses for the duration of the License Term. To receive SMS, Customer must designate a system administrator who is familiar with the Software. For AspenTech to troubleshoot in real time Software performance problems identified by Customer, Customer must provide AspenTech remote access to Customer's system via an electronic medium approved by AspenTech. AspenTech has no responsibility to provide SMS to the extent prevented by Customer's failure to provide such access.
- 3.2 **Fees.** Unless otherwise stated in Exhibit A, SMS fees are included in the License Fees. Where SMS fees are not included in the License Fees, Customer shall pay the SMS fees set forth in Exhibit A for the specified SMS term. AspenTech will issue a renewal notice to Customer at least 60 days prior to the end of the SMS term. The SMS term will renew for successive one-year terms during the License Term unless either party terminates SMS upon written notice to the other party at least 30 days before the end of the SMS term then in effect. If Customer terminates SMS, Customer may not subsequently reinstate SMS unless Customer pays AspenTech all SMS fees that would have accrued during the lapse in SMS coverage.
- 4. OWNERSHIP AND PROPRIETARY RIGHTS:**
- 4.1 **General.** Title to, ownership of, and all rights in patents, copyrights, trade secrets and other intellectual property rights in Software do not transfer to Customer and shall remain in AspenTech and/or AspenTech's third-party vendors and licensors.
- 4.2 **Benchmarking - Third Parties.** Customer may not engage a third party to perform benchmarking or security testing on the Software unless that third party enters into a written nondisclosure agreement directly with AspenTech.
- 4.3 **Customer Modifications and Enhancements.** Customer may not make any modifications or enhancements to Software, create any derivative works of Software, or merge or separate Software or any component thereof.
- 4.4 **Proprietary Information.** Customer shall protect Proprietary Information to the same degree Customer protects its own proprietary information, but with no less than a reasonable degree of care, and in any event shall not use it in any way other than as permitted herein, or disclose it or permit access thereto to any third party (other than permitted Affiliates, contractors or consultants within the meaning of Section 2.1 above) without AspenTech's prior written consent, manually signed by an executive officer assigned to AspenTech's headquarters, and subject to the limitations stated herein. If such consent is granted, such third parties shall not be regarded as licensees of AspenTech nor as sublicensees of Customer.
- 4.5 **Copying; Prohibition against Reverse Engineering.** Customer may make one archival or back-up copy of Software, provided that all copyright and proprietary notices must be duplicated on such copy. Customer shall not make any other copies. Customer shall not remove any copyright notice of AspenTech or its third-party vendors. Customer shall not, nor attempt to, reverse compile, disassemble or otherwise reverse engineer the Software. If applicable law requires that Customer be able to modify Software to make it inter-operable with other software, AspenTech will, at its option: (i) at Customer's expense, use commercially reasonable efforts to make the Software inter-operable with such other software, or license Customer tools and/or information to make the Software inter-operable; or (ii) grant Customer the right to make such modifications only to the extent required by law. Any such permitted modifications will constitute Software for purposes of this Agreement.
- 4.6 **Security.** Software may contain license management technology that must be activated in order for the Software to function, and may include a hardware lock device, license administration software, and/or a license authorization key to control access to the Software and identify and deter any use of the Software in violation of this Agreement. Customer shall not take any action to modify or avoid or defeat the purpose of any such license management technology. Use of the Software without any required lock device or authorization key is prohibited. AspenTech reserves the right to embed a software security mechanism within the Software to collect, store and transmit to AspenTech or its agent, data relating to the usage of an unauthorized or illegal copy of the Software, including, without limitation, information about the device(s) and location(s) where an unauthorized or illegal copy of the Software is used, the number of times it has been copied, and specific user information of the user of an unauthorized or illegal copy of the Software, such as the username or email address of such unauthorized user. Customer consents to such collection and transmission of data, as well as its use if an unauthorized or illegal copy is detected.

- 4.7 **Third-Party Software.** Customer shall not: (i) separate any embedded third-party software or its components from the Software; (ii) use any such third-party software or its components independently of the Software; (iii) develop and link Customer's programs with any third-party libraries or classes provided with Software; or (iv) develop or use any runtime configuration tools not provided with Software for the purpose of configuring any third-party runtime components embedded in Software.
- 4.8 **Injunctive Relief.** A breach of Sections 2 or 4 of these Standard Terms or any breach that adversely affects AspenTech's intellectual property rights might give rise to irreparable injury to AspenTech for which money damages would not be adequate compensation. In addition to any other legal remedies that may be available, AspenTech will be entitled to seek injunctive relief against such breach or threatened breach, and will not be required to post bond.
5. **DELIVERY:**
AspenTech will deliver one copy of the Software and any required license keys, and will deliver a Dongle where necessary for the Software to function. At AspenTech's discretion, delivery may be either electronic or physical. Electronic delivery will be EXW (Ex Works) AspenTech's facility when AspenTech makes the Software available to Customer and Customer has either taken possession of the Software or has the ability to take possession of the Software. Physical delivery will be FCA (Free Carrier) AspenTech's facility. Software is deemed delivered and accepted upon shipment, and Customer is responsible for installation.
6. **TERM:**
- 6.1 **Term.** The license granted under this Agreement commences on the Start Date and expires at the end of the License Term or any agreed renewal or extension thereof. Upon expiration or termination of a license, Customer's right to use Software shall end and Customer shall promptly: (i) return to AspenTech all Software and Proprietary Information and all copies thereof; (ii) erase all Software from the memory of Customer's computer(s) and storage devices or render it non-readable; (iii) return all Dongles provided by AspenTech; and (iv) certify in writing that Customer has satisfied its obligations under this Section 6.1.
- 6.2 **Termination for Breach.** Either party may terminate a license or this Agreement upon 30 days' written notice if the other party breaches its obligations under this Agreement and fails to cure the breach by the end of the notice period. Upon termination by AspenTech under this Section 6.2, all License Fees outstanding or due hereunder in the future, shall automatically accelerate and be immediately due and payable in full.
7. **PAYMENT:**
- 7.1 **License Fees.** Except as otherwise stated in this Agreement: (i) the initial invoice issued by AspenTech for License Fees is payable by Customer in full within 30 days of the Start Date; and (ii) each subsequent invoice for License Fees is payable by Customer in full on the due date specified in Exhibit A.
- 7.2 **Other Fees.** Fees for any training or professional services are payable in accordance with the applicable schedule specified in Exhibit A. Any other charges are payable when incurred.
- 7.3 **Payment.** AspenTech will issue invoices to the Customer address specified on the Cover Page or to such other address as Customer may designate upon written notice received by AspenTech. Unless otherwise specified in the Cover Page or an attachment of this Agreement, all payments must be in U.S. Dollars. Customer may make payment by check or by Automatic Clearing House/Electronic Funds Transfer or other wire transfer method. Customer may make payment by credit card upon execution of this Agreement, subject to the maximum dollar value established by AspenTech. Customer shall make all payments required under this Agreement without setoff, counterclaim or other defense.
- 7.4 **Taxes.** All amounts to be invoiced under this Agreement will be exclusive of taxes or duties, and Customer is responsible for any such taxes or duties that may apply, including, but not limited to, sales and use taxes; excise taxes; value added taxes; consumption taxes; or goods and services taxes. If Customer is required to withhold tax on any amounts payable under this Agreement, Customer shall be responsible for the payment of such tax and shall pay AspenTech the full amount invoiced without any deduction for such withholding tax. If AspenTech is required to collect any taxes from Customer, Customer shall pay such invoiced taxes, and AspenTech will remit amounts collected to the appropriate taxing jurisdiction. If Customer is tax exempt, Customer must provide

AspenTech with a valid exemption certificate as evidence of exemption for any taxes that AspenTech is required by law to collect and remit to the appropriate taxing jurisdiction.

7.5 Right to Assign Payments. AspenTech may assign to an Assignee all AspenTech's rights to receive any and all payments due under this Agreement. Such assignment will not affect or release AspenTech from its obligations and liabilities to Customer; however, Assignee will not be chargeable with or assume any of AspenTech's obligations or liabilities to Customer. Customer shall promptly execute any ancillary documents and take further actions as AspenTech or Assignee may reasonably request relating to such assignment, including but not limited to assignment notifications and certificates of authorization. Notwithstanding any termination under Section 6.2 above, Customer shall, in accordance with the terms of this Agreement and on instruction from AspenTech, pay Assignee all License Fees outstanding or due hereunder in the future, without deduction or offset, notwithstanding any claim or defense Customer may have against AspenTech.

7.6 Late Charges and Remedies for Late Payment. If Customer fails to make a payment when due, AspenTech will send the past-due invoice to Customer with notice of late payment. Late payment charges of 1.5% per month will accrue on all invoices that conform to this Agreement commencing 15 days from the date of such notice, and will continue to accrue until all conforming invoices are paid in full. Any late payment charges will be set forth in a separate invoice, which will be payable in full upon receipt. If Customer fails to make any payment to AspenTech or its Assignee within 30 days of the date of such notice, AspenTech may suspend performance of SMS, and all License Fees outstanding or due hereunder in the future, will automatically accelerate and be immediately due and payable in full. AspenTech or Assignee may recover reasonable fees and expenses incurred in exercising any rights and remedies upon default, including without limitation, reasonable third-party collection agency fees and attorneys' fees and expenses.

8. WARRANTY; DISCLAIMER:

8.1 Customer Warranty. If this Agreement supersedes and replaces any prior agreement(s), Customer warrants and represents that it has the authority to supersede such prior agreement(s) on behalf of the customer(s) named in the prior agreement(s).

8.2 AspenTech Warranty. AspenTech warrants that Software will be free from Defects as of the Start Date. To the maximum extent permitted by applicable law, Customer's exclusive remedy and AspenTech's sole obligation will be to correct or circumvent any Defect reported to AspenTech that causes and continues to cause a system-critical disruption of Customer's business operations; provided, however, that: (i) Customer must report any Defects to AspenTech promptly after discovery, and furnish AspenTech with supporting documentation and details adequate to substantiate the report and assist AspenTech in the identification and detection of such Defect; and (ii) AspenTech is able to reproduce the Defect on properly functioning equipment controlled by AspenTech. This warranty is contingent upon: (i) use of Software in accordance with Section 2 above; and (ii) no interference from applications, derivative works, or configurations provided by third parties.

8.3 Disclaimer. ASPENTECH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASPENTECH DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. SOFTWARE PROVIDED SUBJECT TO AN EVALUATION LICENSE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED.

9. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY:

9.1 Exclusion of Damages. IN NO EVENT WILL ASPENTECH BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THE LOSS OF USE, DATA OR PROFITS. ASPENTECH WILL NOT BE LIABLE FOR DAMAGES OR ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, NEGLIGENCE, OR OTHERWISE, ARISING FROM EVENTS THAT OCCURRED MORE THAN ONE YEAR PRIOR TO INSTITUTION OF A LEGAL PROCEEDING PREDICATED THEREON.

9.2 Limitation of Liability. EXCEPT FOR ASPENTECH'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION OBLIGATION UNDER SECTION 10.1, IN NO EVENT WILL ASPENTECH'S LIABILITY WITH RESPECT TO A SPECIFIC LICENSE UNDER THIS AGREEMENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR SUCH LICENSE.

9.3 Third-Party Suppliers. SOFTWARE MAY CONTAIN FUNCTIONALITY SUPPLIED BY THIRD PARTIES, INCLUDING DEVELOPERS, VENDORS, SUPPLIERS, CONTRACTORS, OR CONSULTANTS. IN NO EVENT WILL SUCH THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THIS AGREEMENT. SUCH THIRD PARTIES ARE BENEFICIARIES OF THE LICENSE OF SUCH SOFTWARE GRANTED TO CUSTOMER UNDER THIS AGREEMENT.

10. INFRINGEMENT INDEMNIFICATION:

10.1 Indemnity. AspenTech will defend and indemnify Customer against claims of infringement by unmodified Software of a third party's U.S. intellectual property rights, provided that: (i) Customer promptly (and in no event more than ten days after learning of such alleged infringement) notifies AspenTech's General Counsel in writing; (ii) Customer gives AspenTech the right to control the defense of such claims; and (iii) Customer fully cooperates with AspenTech in any defense or settlement of such claims. AspenTech has no infringement indemnification obligation except as stated in this Section 10.1, and this obligation does not apply to infringement arising from: (i) integration or combination of Software together with other software, materials or products not integrated or combined by AspenTech, if the infringement would have been avoided in the absence of such integration or combination; (ii) use of the Software for other than its intended purpose; or (iii) use of other than the current, unaltered Release if the infringement would have been avoided by the use of such Release.

10.2 Remedy. Customer's sole and exclusive remedy if a court of competent jurisdiction determines that Software has infringed a third party's U.S. intellectual property rights as specified in Section 10.1 will be that AspenTech will, in its sole discretion: (i) replace the infringing Software product with a non-infringing, functionally-compatible product; (ii) modify the product so that it becomes non-infringing; or (iii) obtain a license for Customer to use the allegedly infringing product.

11. RESTRICTED RIGHTS:

Software is subject to the following restricted rights legend:

Use, reproduction or disclosure of the licensed computer software is subject to restrictions set forth in the applicable license agreement with Aspen Technology, Inc., and if applicable, the restrictions set forth at Title 48 of the U.S. Code of Federal Regulations ("CFR") at Part 52, Sections 227-14, Alt. III and 227-19; and at Part 227, Sections 71 and 72 and Part 252, Section 227 (including all subparts thereunder). The software shall be deemed to be "unpublished" and licensed subject to disclosure prohibitions.

If Customer is acquiring Software under a U.S. Government contract, Customer shall include all necessary and applicable restricted rights legends on Software and the documentation to protect AspenTech's proprietary rights. Customer shall include such legends whenever Software is, or is deemed to be, a deliverable under that contract.

12. EXPORT:

Customer shall not export or re-export Software for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles to deliver them, or in violation of any controls maintained or administered by the U.S. Government, including: (i) to any individual or organization on the Treasury Department's list of Specially Designated Nationals, or on the Commerce Department's Denied Persons List, Entity List, or Unverified List, or on the State Department's Debarred List or Nonproliferation List; or (ii) to any location in, or citizen of, any country in specified in Country Group E of U.S. 15 CFR 740, Supplement No. 1.

13. USAGE LOGS (Applicable to LAN or WAN Licenses Only):

13.1 Usage Log Generator. AspenTech will provide Customer written instructions for activating the Usage Log generator. Customer shall deploy the version of the SLM Server and SLM client software required by AspenTech, activate the Usage Log generator, and configure each SLM Server to deliver Usage Logs to the AspenTech Licensing Center™ ("ALC") using an auto upload or other tool approved by AspenTech. Upon request, AspenTech will provide Customer with a utility that will mask all usernames, machine names and IP addresses recorded on the Usage Logs, and replace that data with generic identifiers. If Customer chooses to mask usernames or other data from the Usage Logs and replace that data with generic identifiers, Customer may only do so using the utility provided by AspenTech therefor. The mapping file will be retained by Customer and will

not be transferred to AspenTech. Providing a Usage Log stripped of usernames using this utility will fulfill Customer's obligation to provide an original unmodified electronic copy of the Usage Log.

- 13.2 Delivery of Usage Logs.** Customer shall provide AspenTech with an original, unmodified, electronic copy of the Usage Logs for each SLM Server for each Measurement Period, subject to any migration period specified in the Cover Page. The Usage Logs must be delivered to the ALC within 30 days of the end of each Measurement Period. In addition to exercising any of its other remedies (which include, without limitation, the right to terminate this Agreement), AspenTech may suspend performance of SMS if Usage Logs are not timely delivered. AspenTech will store Usage Logs in a secure internal database. Upon request, AspenTech will grant access to the ALC to a designated Customer representative for the purpose of viewing Customer usage reports.
- 13.3 Verification.** At any time during the License Term, during normal business hours, AspenTech may, upon reasonable written notice to Customer and not more than once in each six-month period, examine computer names/usernames/departments and location information found on each SLM Server to confirm and verify that Customer's usage of Software is in compliance with this Agreement. Such examination shall be performed at AspenTech's expense.
- 14. GENERAL:**
- 14.1 Audit Rights.** Promptly upon request by AspenTech, Customer shall provide data regarding Customer's usage of Software, or allow AspenTech reasonable access for the purpose of retrieving such data. Such data may be in the form of Usage Logs or other discrete data, in electronic or hardcopy format. AspenTech will not disclose such information to any third party, except to enforce AspenTech's rights. Upon written notice to Customer, during normal business hours and at AspenTech's expense, AspenTech or its authorized representative may audit Customer's records relating to Customer's compliance with the terms of this Agreement, including payment records, computer names/usernames/departments and location information found on each SLM Server, and other physical and electronic data concerning all Software usage at any or all Customer locations worldwide.
- 14.2 Force Majeure.** Either party's failure to perform its obligations under this Agreement will not be deemed a breach of this Agreement to the extent that such failure is due to a Force Majeure. Failure to perform will be excused by Force Majeure hereunder only during the period that the Force Majeure prevents performance.
- 14.3 No Assignment/Change in Control.** Customer shall not: (i) assign, sublicense or otherwise transfer all or part of the Software or Proprietary Information; (ii) grant others rights in all or part of the Software or Proprietary Information; or (iii) otherwise assign, transfer, or delegate this Agreement or any of Customer's rights or obligations hereunder. Any purported assignment to a third party without AspenTech's prior written consent is void. Any change in ownership or control, directly or indirectly, of more than 50% of the voting shares of Customer, including by merger, spinoff or other transfer of securities, will also be deemed an assignment or transfer, and will constitute a breach of this Agreement.
- 14.4 Governing Law.** Regardless of where any action may be brought, the validity and performance of this Agreement will be governed by the laws of the State of Delaware, U.S., without regard to its rules on conflicts of law. The parties exclude application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods. Customer hereby agrees to submit to the non-exclusive jurisdiction of the state and federal courts in and of the Commonwealth of Massachusetts.
- 14.5 Entire Agreement.** This Agreement: (i) constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the matters set forth herein; (ii) is intended by the parties as a final expression of their agreement with respect to the terms hereof; and (iii) supersedes all other agreements, purchase orders, negotiations, representations, tender documents, and proposals, written or oral. AspenTech expressly rejects any terms or conditions in any Customer purchase order or any other communication that are additional to, or different from, the terms of this Agreement.
- 14.6 Amendment/Waiver.** Any modification of this Agreement must be in a writing manually signed by authorized representatives of the parties and specifically identified as a modification hereof. If AspenTech signs and returns to Customer a Customer purchase order or copy thereof, the parties agree that such AspenTech signature is provided solely as an accommodation to Customer for Customer's internal administrative purposes, and does not signify AspenTech's acceptance of any terms that are additional to, or different from, those set forth in this Agreement. Failure or delay of either party to exercise any right or remedy under this Agreement shall not constitute a waiver of rights or remedies hereunder.

- 14.7 **Severability.** If any provision of this Agreement is held unenforceable or inoperative by any court of competent jurisdiction, either in whole or in part, the remaining provisions shall be given full force and effect to the extent not inconsistent with the original terms of this Agreement.
- 14.8 **Notices.** Any notice given under this Agreement must be sent in writing to the other party's business address set forth on the Cover Page, or to such other address most recently designated by such party to the other party in writing. Customer shall promptly notify AspenTech of any change in Customer's billing address. Notices directed to AspenTech must be sent "Attn: General Counsel."
- 14.9 **Survival.** Sections 4, 6, 7, 8.3, 9, 11, 12, 13 and 14.1 will survive termination or expiration of this Agreement.

EXHIBIT D - ADDITIONAL PRODUCT TERMS

(Rev. 11/2021)

Use of supported versions of the AspenTech software products identified below in bold print is subject to the terms set forth immediately below the named product(s). These terms supersede any prior edition of the Additional Product Terms.

Advanced Process Control

Aspen DMC3

Aspen DMC3 for Olefins

Aspen Process Controller for Olefins

Customer may use Aspen DMC3™ products to build or upgrade an advanced process controller and run that control application using the DMC3 technology. Aspen DMC3 products may not be used to build or upgrade an advanced process controller and then run the control application using Aspen Process Controller.

Aspen DMC3 for Olefins and Aspen Process Controller for Olefins are restricted to use for the operation of ethylene plants where a large number of repeat variables is associated with the plant's heater system. Use of each of these products requires a base load of ten Tokens and additional Tokens based on manipulated variables as indicated in the Token Count Table. However, these products are not Base Load Products, since the User may unilaterally deactivate them at any time

DMC3 for Olefins and Aspen Process Controller for Olefins may be used only for Olefins Units as defined in the Notes; DMC3 and Aspen Process Controller must be used in olefins facilities comprised of units other than Olefins Units.

Aspen DMC3 Site License r2

The following products are included in the Aspen DMC3 Site License r2, which is not subject to Token or User limits.

- Aspen DMC3
- Aspen DMC3 for Olefins
- Aspen DMC3 for Olefins Base
- Aspen DMC Plus Composite T
- Aspen PID Watch Performance Monitor T
- Aspen Inferential Qualities r2
- Aspen IQ Watch
- Aspen APC Application Builder

Manufacturing Execution Systems; Operations Support Products

Aspen InfoPlus.21® Development System T r2

Aspen InfoPlus.21 Hot Backup System T r2

Aspen InfoPlus.21 T r2

These products may only be used in a 32-bit infrastructure (not 64-bit).

Aspen InfoPlus.21 Development System T r2 is available in bundles of 12,000 points only and may be used solely for: (i) non-production development of user interfaces to other software licensed by AspenTech; (ii) development of applications for use with other software licensed by AspenTech ; (iii) testing of new screens or upgrades; (iv) testing connectivity with on-line data sources; or (v) other system testing and validation activities prior to moving AspenTech software to Customer's production system.

Aspen InfoPlus.21 Hot Backup System T r2 is available in bundles of 12,000 points only and may be used solely in case of network crash, system crash, or other operational emergency that requires that Customer's main server to be taken offline and a hot backup server to be moved into temporary real-time production use. A Hot Backup System license may no longer be used once the main server is back online.

Aspen InfoPlus.21 T r2 is available in bundles of 4,000 points only. (Aspen InfoPlus.21 64-bit is a separate product and is designed for use in a 64-bit infrastructure.)

Aspen Process Explorer T
Aspen Role Based Visualization
aspenONE Process Explorer

These products support dynamic User access at a Token consumption rate of 1 Token/3 Users/product, such that two Users of a product will consume one Token; Three Users will consume one Token; and four Users of the product will consume two Tokens.

Aspen HYSYS® RTO for Manufacturing & Supply Chain
Aspen OnLine®
Aspen Plus® RTO
Aspen RTO Watch Performance Monitor T

Real time optimization (RTO) models may be put online and monitored using these products. To effectively use these products, the models must be built and maintained offline using AspenTech engineering software products that are not included in the aspenONE MSC software suite.

Refinery Planning & Scheduling

Aspen PIMS
Aspen PIMS User
Aspen PIMS Advanced Optimization
Aspen PIMS Regional Optimizer
Aspen Unified PIMS Express
Aspen Unified PIMS r2
Aspen Unified PIMS Viewer
Aspen Unified Multisite for PIMS
Aspen Unified PIMS HPC Tier1
Aspen Unified PIMS HPC Tier2
Aspen Unified PIMS HPC Tier3

Use of Aspen PIMS Advanced Optimization requires use of Aspen PIMS User, and use of Aspen Unified PIMS r2 requires use of Aspen Unified PIMS Express.

The Aspen PIMS Advanced Optimization" product of the aspenONE MSC software suite was designed to support use in up to forty-eight concurrent processes by a single user on a single computer. Notwithstanding such design, Customer may use the license key version of Aspen PIMS Advanced Optimization software specified in Exhibit A - Products and Pricing and Exhibit B - Token Count Table to execute up to 700 concurrent processes per user. To execute up to 700 concurrent processes per a single user in a subsequent version of the Aspen PIMS Advanced Optimization software, Customer users would have to use an appropriate high performance computing product, which would consume up to 23 incremental Tokens per user.

Aspen Unified PIMS HPC products are designed to support use for concurrent processes by a single User and are available in cumulative Tiers, where Tokens are consumed in use of multiple processors for high performance computing at the applicable rates indicated in the Token Count Table. The Token Counts set

forth in the Token Count Table are cumulative; for example, use of Aspen Unified PIMS HPC Tier3 consumes Tokens for Tiers 1, 2 and 3.

The appropriate product Tier depends upon the specific use, the number of concurrent processes, and the desired process time. Use of Aspen Unified PIMS HPC requires use of Aspen Unified PIMS r2 and Aspen Unified PIMS Express.

Fifty base load Tokens are consumed at each manufacturing Site that is planned with an Aspen PIMS model, regardless of the location of the Aspen PIMS Users. Fifty base load Tokens are also consumed where Aspen PIMS is used at one or more non-production Sites for use cases other than production planning, e.g., strategic planning, trading decision support or multi-Site feedstock purchasing decisions.

Details on Token consumption of Refining Planning products are set forth in the table below.

Product	Tokens	Description
Aspen PIMS	50	Per refinery and petrochemical Site; and for each location (Site) (including HQ, Technology Centers, and Central offices) where Aspen PIMS is used for additional studies such as, but not limited to, strategic planning, trading decision support, Multi-Site feedstock purchasing decisions, crude evaluations, configuration studies, etc. One instance of Aspen PIMS is required per Site to use 1 or more instances of PIMS User and/or Unified PIMS Express and/or Unified PIMS Viewer. If Customer uses Dedicated Tokens to activate Aspen PIMS, Customer must also use Dedicated Tokens to use PIMS User, Unified PIMS Express, and/or Unified PIMS Viewer.
Aspen PIMS User	10	Aspen PIMS User (No HPC, no non-linear solver or AO functionality), for a single concurrent process.
Aspen PIMS Submodel Calculator	+10	Requires PIMS User license (10 + 10 = Total 20).
Aspen PIMS Advanced Optimization (AO)	+40	Requires PIMS User license (10 +40=Total 50), for <= 48 concurrent processes.
Aspen PIMS Regional Optimizer	+20	Requires PIMS User license (10+20 = Total 30), or Aspen PIMS AO (10 + 40 + 20 = Total 70).
Aspen Hybrid Modeling for PIMS AO	+10	Requires PIMS User and PIMS AO licenses (10 +40 + 10 =Total 60).
Aspen Unified PIMS Express	20	Aspen Unified PIMS Express does not include: <ul style="list-style-type: none"> - HPC (limited to 2 concurrent processes) - Parametric Analysis - Full Functionality Dataset (only allows a single dataset per model) - Multi-Start
Aspen Unified PIMS Viewer	5	Aspen Unified PIMS Viewer has the ability to view results but cannot modify data or run scenarios
Aspen Unified PIMS r2	+40	Requires Aspen Unified PIMS Express license (20 +40=Total 60), for <= 8 concurrent processes.
Aspen Unified PIMS HPC Tier 1	+7 (Total 67)	Tier 1: Unified PIMS >8 and <= 48 concurrent processes. See Note 1.
Aspen Unified PIMS HPC Tier 2	+17 (Total 77)	Tier 2: Unified PIMS >48 and <= 128 concurrent processes; Tier 2 tokens are incremental over Tier 1 (7 + 10 = 17). See Note 1.

Aspen Unified PIMS HPC Tier 3	+23 (Total 83)	Tier 3: Unified PIMS >128 and <= 256 concurrent processes; Tier 3 tokens are incremental over Tier 1 and Tier 2 (7 + 10 + 6 = 23). See Note 1.
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Note 1. The Aspen Unified PIMS HPC Tiers will scale upward with time as computing technology evolves.

Aspen Verify for Planning

Aspen Verify for Planning is an artificial intelligence program that may be trained using output from all Aspen PIMS products, although the classification feature of Aspen Verify for Planning requires output from PIMS AO or Aspen Unified PIMS Express or Aspen Unified PIMS r2.

Supply Chain Management; Supply & Distribution

Aspen Collaborative Demand Manager Collaborative Forecasting r2

Customer must have an Oracle WebLogic application server in order to operate v9.1 or prior releases of Aspen Collaborative Demand Manager Collaborative Forecasting r2.

Aspen Collaborative Demand Manager Collaborative Forecasting r2

Aspen Collaborative Demand Manager Demand Management r2

Aspen Fleet Optimizer r2

Aspen Plant Scheduler - Enhanced Automation r2

Aspen Plant Scheduler - Enhanced Optimization r2

Aspen Plant Scheduler r2

Aspen Supply Chain Planner r2

Aspen Supply Chain Planner User r2

The Aspen Supply Chain Connect program included in the aspenONE MSC software suite may be used with any of these products and does not consume Tokens.

Customers with non-Token licenses for any of these products must have a separate license from Informatica Corporation to use any Informatica programs that are included in the AspenTech product media kit, whether on a standalone basis or in conjunction with any other AspenTech or third-party products.

Customers with Token licenses may only use the Informatica programs that are included in the AspenTech product media kit in conjunction with the contemporaneous use of Aspen Supply Chain Connect, and subject to the limitations below.

- i. Customer may modify or create new mappings or transformations, provided that Aspen Supply Chain Connect is either the source or target, but may not use the Informatica programs independently of Aspen Supply Chain Connect.
- ii. Aspen Supply Chain Connect may be used with any combination of data source types: Adabas for UNIX, Windows, DB2 for Linux, UNIX, Windows, Informix Dynamic Server, SQL Server, Netezza Performance Server, Sybase, Teradata, Oracle, C-ISAM, ODBC*, flat files and XML files.
- iii. Customer may make a single production server installation of Aspen Supply Chain Connect for production use.
- iv. Customer may make up to three non-production server installations of Aspen Supply Chain Connect for the purpose of testing or quality assurance, development, backup/disaster recovery and pre-production (staging).
- v. Customer may use Aspen Supply Chain Connect with only one target database instance.
- vi. Customer may use Aspen Supply Chain Connect with up to twelve CPU cores per server installation.

No other use of Informatica software is licensed or authorized.

Additional usage-based Tokens are consumed to access the related User products indicated in the Table below that require the corresponding Base Load Products. If Customer uses Dedicated Tokens to activate these Base Load Products, Customer must also use Dedicated Tokens to use the corresponding User products.

Aspen Petroleum Supply Chain Planner consumes a base load of 35 Tokens per throughput of 100K barrels per day (BPD), measured as the median value of the crude production volume passing through Customer's primary distribution network, including crude that is not refined by Customer. If Customer refines all the crude it produces or purchases, throughput is assumed to be the refinery crude nameplate capacity in BPD.

<u>Base Load Products</u>	<u>User Products</u>
Aspen Fleet Optimizer r2	Required for use of AFO Connect
Aspen Petroleum Supply Chain Planner	Required for use of Aspen Petroleum Supply Chain Planner User
Aspen Supply Chain Planner r2	Required for use of Aspen Supply Chain Planner User r2

EXHIBIT E - BASE LOAD PRODUCT CONFIGURATION

Base Load Products accessed with Dedicated Tokens or included in the aspenONE MSC suite will be configured at the Token levels specified in the tables below.

Initialization of a Base Load Product consumes Tokens for the duration of the License Term. Customer may deactivate Base Load Products specified in either table or may activate Base Load Products specified in the MSC Suite Table at any time by going to <http://esupport.aspentech.com>.

BASE LOAD PRODUCT CONFIGURATION SUMMARY – DEDICATED TOKEN TABLE				
Product Number	Base Load Product Name	License Key	Base Load Token Consumption Rate	Total Tokens Configuration
88402206	Dedicated Tokens Only - Aspen Fleet Optimizer r2	AspenRetail_	30 Tokens per 500K metric tons dispatched per year Throughput or 30 Tokens per 500K gallons dispatched per day Throughput	0
88300307	Dedicated Tokens Only – Aspen MVA Baseload	RN_MVA_BAS_ELOAD_	10 Tokens per Region	0
88400026	Dedicated Tokens Only - Aspen Petroleum Supply Chain Planner	DPO_	35 Tokens /per 100K barrels per day Throughput	0
88400081	Dedicated Tokens Only - Aspen PIMS	PIMS_	50 Tokens per Site*	0
88300310	Dedicated Tokens Only - Aspen SDx Connector	RN_PME_SDx_CON_	8 Tokens per Server	0
88300309	Dedicated Tokens Only - Aspen Supply Chain Management Insights	RN_SCM_SCMI_	40 Tokens per AEI Community	0
88402129	Dedicated Tokens Only - Aspen Supply Chain Planner r2	mimiscap_	55 Tokens per Business Unit	0

BASE LOAD PRODUCT CONFIGURATION SUMMARY – MSC SUITE TABLE				
Product Number	Base Load Product Name	License Key	Base Load Token Consumption Rate	Total Tokens Configuration
88220206	Aspen Fleet Optimizer r2	AspenRetail_	30 Tokens per 500K metric tons dispatched per year Throughput or 30 Tokens per 500K gallons dispatched per day Throughput	0
88300307	Aspen MVA Baseload	RN_MVA_BAS_ELOAD_	10 Tokens per Region	0
88000026	Aspen Petroleum Supply Chain Planner	DPO_	35 Tokens /per 100K barrels per day Throughput	0

BASE LOAD PRODUCT CONFIGURATION SUMMARY – MSC SUITE TABLE				
88000081	Aspen PIMS	PIMS_	50 Tokens per Site*	0
88300310	Aspen SDx Connector	RN_PME_SDx _CON_	8 Tokens per Server	0
88300309	Aspen Supply Chain Management Insights	RN_SCM_SC MI_	40 Tokens per AEI Community	0
88220129	Aspen Supply Chain Planner r2	mimiscap_	55 Tokens per Business Unit	0

*Fifty Base Load Product Tokens are consumed at each manufacturing Site that is planned with an Aspen PIMS model, regardless of the location of the PIMS Users. Fifty Base Load Product Tokens are also consumed where Aspen PIMS is used at one or more non-production Sites for use cases other than production planning, e.g., strategic planning, trading decision support or multi-Site feedstock purchasing decisions.

Customer Information Form (CIF)

To ensure that invoices and any software provided under the contract referenced below are directed to the correct party and location, kindly correct any errors in the information provided in this CIF and complete the form, then sign and date the CIF and the contract. You may sign and submit the CIF and contract electronically and they will be routed to PO@aspentech.com. You may also scan the documents and send them to PO@aspentech.com; or FAX +1(617)812-0322. Thank you.

Contract # 127318

Software Delivery

Legal Name of Receiving Party: SIDAT, spol. s r.o.

Our standard process is to deliver the software electronically to the email address provided below. For electronic delivery in the USA, any applicable state sales tax will be based on the Customer location where most of the employees who will be using the software are assigned. The shipping address below is intended to capture that Customer location. Please correct as necessary.

However, if you also require physical shipment, we will ship to the specified shipping address, and for physical shipment in the USA, any applicable state sales tax instead will be based on that address. Please correct as necessary.

For delivery to the USA, please send any applicable sales tax exemption certificate to Invoice.Admin@aspentech.com

Shipping Address:

Zbrojnicka 220 4
Prague 6
162 00;
Czechia

Contact: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

Corrected Shipping Address

Corrected Ship To Entity:

Corrected Shipping Address:

Corrected Contact:

Corrected Telephone:

Corrected Email:

Billing Information

Legal Name of Entity to be Billed:

SIDAT, spol. s r.o.

Address and Email to Which Invoices Should be Sent:

Zbrojnicka 220 4
Prague 6
162 00
Czechia

Contact: [REDACTED]
Telephone: [REDACTED]
Email: [REDACTED]

Corrected Billing Address

Corrected Bill To Entity:

Corrected Billing Address:

Corrected Contact:

Corrected Telephone:

Corrected Email:

AspenTech does not require a purchase order and any purchase order you may provide will not be part of the contract unless expressly stated in the contract. If you want AspenTech to include a purchase order number on any invoice, please provide the number. For delivery outside the USA, please provide the applicable tax identification number below.

Non-US Tax ID: (if required)	CZ00538264	Purchase Order Number: (if required)	SX/002113
	(E.g. VAT, GST, RFC Number)	Annual PO (Yes/No)	NO

Completed By (Sign, Title, Date)	[REDACTED]	Phone#	[REDACTED]
	[REDACTED]	Email Address	[REDACTED]

Quote #: 127318 - 3

Sales Account Manager Initials: _____