

*** Aspen Technology, Inc. is an equal employment opportunity employer and is a federal contractor subject to Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 503 of the Vocational Rehabilitation Act of 1973, and Executive Order 13496 (29 CFR Part 471), and these provisions are incorporated herein by this reference as part of this agreement.

TERMS AND CONDITIONS FOR ORDER

1. **PAYMENT.** Vendor shall send a separate invoice for each Order number to the Billing address indicated on page-one (1) of this Purchase Order
2. **DELIVERY.** Vendor will deliver to AspenTech the Goods or Services described in this Order. In consideration of those Goods or Services to be provided by Vendor in accordance with this Order, and subject to AspenTech's prior determination that the requested Goods or Services have been delivered or performed, as applicable, to the standard specified in this Order and in compliance with and Section 9 ("Warranty"), AspenTech shall pay Vendor the fees as set forth in this Order. Undisputed invoices that conform to this Order will be paid within the payment terms indicated on the front of this Purchase Order and from AspenTech's receipt of such invoices. Vendor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Order (the "Records") to the extent and in such detail as will properly reflect all costs and expenses for which Vendor claims payment or reimbursement under the provisions of this Order. Vendor will make the Records available to AspenTech upon request. For purposes of this Order, "Goods" shall include software, if applicable, and "Services" shall include any deliverables, if applicable.
3. **TIME FOR PERFORMANCE.** Time is of the essence of this Order, and AspenTech reserves the right to cancel all or any part of the Order if Vendor fails to deliver Goods, or perform the Services hereunder, in strict accordance with AspenTech's schedule.
4. **EXCESS GOODS AND/OR SERVICES.** No payment will be made for any Goods or Services not covered by, or in quantities greater than, specified in any Order, unless authorized in writing by AspenTech.
5. **PRICES.** This Order shall not be filled at a price higher than that shown on the face hereof. Any price adjustment clause contained in Vendor's acceptance or acknowledgment of this Order shall not be binding upon AspenTech unless specifically agreed to in writing by AspenTech's authorized representative. No charges will be allowed for taxes, finance charges, transportation, boxing, crating, bundling, dunnage, drayage, storage, packing or returnable containers unless stated on AspenTech's Order. All sales, use, excise or similar taxes to be paid by AspenTech must be itemized separately on the face of this Order and on invoices submitted hereunder.
6. **PACKING.** If applicable, all shipments of Goods to AspenTech shall be packaged in a manner that will provide for efficient handling and preclude the possibility of damage to any article resulting from improper packing will be charged to Vendor. In addition, shipments tendered to common carriers for delivery must conform to the packaging requirements of the applicable rail or motor carrier freight classification.
7. **TITLE AND RISK.** The risk of loss of and damage to Goods ordered hereunder shall remain with Vendor until such time as the Goods have been fully delivered and accepted by AspenTech and any related Services have been completed. All Goods delivered hereunder must be packed in accordance with good commercial practice so as to ensure safe delivery, and shall be shipped by the method directed by AspenTech on this Order or separately in writing. Title to the Goods shall pass to AspenTech upon the earlier of payment by AspenTech for the Goods or when the Goods are delivered.
8. **SPECIFICATIONS.** All Goods ordered to AspenTech's specifications must comply with such specifications current as of the date of this Order unless otherwise specified by AspenTech in writing. Substitutions shall not be accepted without the prior written consent of AspenTech.
9. **CHANGE IN SPECIFICATIONS.** AspenTech may make changes in the specifications, drawings, delivery dates, quantity, or shipping instructions applicable to any Goods and/or Services by written notice to Vendor. Any difference in the price applicable to, or the time required for performance of, this Order directly resulting from changes specified in such notice shall be equitably adjusted and this Order shall be modified in writing accordingly, provided, however, that no increase in price or delay in delivery time shall be made unless AspenTech receives from Vendor a claim in writing for such increase or delay within a reasonable time prior to the scheduled delivery date. Vendor shall proceed without delay in the performance of this Order as changed during the period of negotiation of such equitable adjustment.
10. **WARRANTY.** Vendor warrants that all Goods are new, do not contain reconditioned parts, will comply with the specifications and requirements of this Order, will be free from all liens and defects, including defects in materials, design, workmanship and fabrication, and will fully comply with all applicable laws, regulations and industry standards. In addition, Vendor warrants that the Goods or Services provided by Vendor to AspenTech under this Order will not infringe a valid patent or copyright, or any trade secret or other proprietary rights of any third party. Vendor further represents and warrants that no portion of the Goods or Services contains or will contain any protection feature designed to prevent its use; this includes without limitation any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, delete, damage or disable the deliverable or any computer system on which it operates. Vendor shall perform all Services in accordance with the standards of skill, care, diligence and timeliness exercised generally by highly skilled firms in the United States rendering similar Services, and warrants to AspenTech that the Services shall be performed and completed in accordance with such standards. Vendor warrants to AspenTech that the Services, and its performance thereof, shall comply with all applicable federal, state and local laws, requirements and regulations, and shall be performed and completed in a good and workmanlike manner. Vendor warrants that it has the requisite expertise and all rights, licenses, permits and consents necessary to perform the Services hereunder and that Vendor and Vendor's employees and/or subcontractors are fully qualified and equipped to perform Services. The foregoing warranties shall inure to the benefit of the AspenTech, its successors, assigns and customers and to the users of AspenTech's products, and shall survive acceptance and use of the Goods and/or Services and payment for the Goods and/or Services. Vendor, at its expense (including without limitation costs of removal, packing, transportation and reinstallation) either repair or replace any Goods and reperform any Services, as applicable, which within 12 months after delivery of the Goods or completion of the Services shall fail to conform to their specifications, the foregoing warranties, or the other requirements of this Order, or will, at the request of AspenTech, refund any amounts paid for such Goods and/or Services. Vendor warrants that such repaired or replaced Goods and/or Services shall conform to their specifications, the foregoing warranties, or the other requirements of this Order, for an additional 12 months following such repair, replacement or re-performance. These warranties and remedies are in addition to any warranties provided by any manufacturer of the Goods. The warranties in this section shall remain in effect for a period of one year after delivery of the Goods or completion of the services performed hereunder.
11. **INSPECTION AND APPROVAL.** All Goods and Services are subject to final inspection and approval by AspenTech, and AspenTech may reject or revoke acceptance of all or any portion of the Goods or Services which fail to conform to their specifications or the other requirements of this Order. Any Goods so rejected will be returned to Vendor at Vendor's sole risk and expense. Vendor will promptly refund any payment made by AspenTech for such rejected Goods or Services and Vendor shall reimburse AspenTech for any cost, loss or liability incurred by AspenTech as a result of such rejection. AspenTech may inspect (without a corresponding obligation to inspect) the materials and workmanship of the Goods and/or performance of the Services from time to time at any reasonable time and at any reasonable place. Any inspection or approval during or after manufacture of Goods or performance of the Services shall be provisional only and shall not constitute final acceptance or be construed as a waiver of the foregoing right of final inspection and approval or rejection after receipt of the Goods or performance of the Services. If the Goods and/or Services are subject to inspection or acceptance by AspenTech's customer, under agreements between AspenTech and its customer or otherwise, acceptance by AspenTech shall be contingent upon such inspection or acceptance by AspenTech's customer. Acceptance of Goods and/or Services does not waive any warranty rights provided in this Order for the Goods and/or Services.
12. **ADVERTISING.** Vendor shall not, without the prior written consent of AspenTech, in any manner advertise or publish the placement of this Order or Vendor's business relationship with AspenTech.
13. **INDEMNITY.** Vendor agrees to indemnify, defend, and hold harmless AspenTech, its officers, directors, affiliates, employees, customers, agents, and all persons claiming through or based on a relationship with AspenTech (hereinafter, "AspenTech Indemnitees"), from and against all claims, demands, obligations, losses, damage, liability and costs, including attorneys' fees ("Claims") arising out of, or in any way connected with (i) actual or alleged infringement of any copyright, trademark, U.S. patent, or similar right by reason of, or in any way connected with, the Goods or Services, (ii) Goods supplied, performed or Services provided under this Order, (iii) the presence or activities of Vendor (or its subcontractors) conducted on AspenTech's premises, or (iv) actual or alleged breach of contract or warranty by Vendor under the Order, but not for Claims caused solely by AspenTech's negligence or willful misconduct. Vendor shall settle or defend at its expense all such claims and suits asserted or brought against any of the AspenTech Indemnitees and shall pay all damages, costs, fines and assessments resulting therefrom; provided, however, that Vendor shall not settle any such claim or suit without AspenTech's written consent. Vendor further agrees to indemnify, defend, and hold AspenTech Indemnitees harmless against any and all claims, demands,

costs, including attorneys' fees, loss, damage and liability arising out of personal injury, including death, or loss or destruction of property attributable in any way to performance by Vendor of its obligations hereunder. Without limiting the foregoing, if Vendor's completion of this Order involves Services provided by Vendor on premises occupied by AspenTech, Vendor shall take all precautions necessary to prevent the occurrence of any personal injury or loss or destruction of property in connection with such Services.

14. **INSURANCE.** Vendor shall at all times maintain such public liability, property damage, employers' liability and workers' compensation (including waiver of subrogation in favor of AspenTech) coverage and, if Vendor is driving onto AspenTech's property or the surrounding area, automobile liability coverage. Upon request by AspenTech, Vendor will furnish AspenTech with a certificate of such insurance, naming AspenTech as an additional insured party.
15. **DEFAULT AND EXCUSABLE DELAYS.** Any failure by Vendor to fully comply with any requirement of this Order, including but not limited to, any failure to meet delivery dates in this Order, shall constitute a default by Vendor. Upon a default by Vendor, AspenTech may, at AspenTech's option, without incurring any liability or prejudicing its other rights: (a) extend the time for performance; (b) cancel all or any portion of this Order, and/or (c) return all or any part of the Goods or terminate all or any part of the Services. For Goods that are delivered late, AspenTech may opt to receive a refund of any payments with respect to Goods and/or Services cancelled by AspenTech. AspenTech's failure on any occasion to insist on strict performance of any term or condition of this Order shall not constitute a waiver of compliance with such term or condition on any other order or a waiver of any default. Except as provided in the following sentence, Vendor shall reimburse AspenTech for any Claim incurred by AspenTech by reason of Vendor's default. Vendor shall not, however, be liable for any additional cost, loss, damage or liability of AspenTech resulting from any delay in delivery or performance hereunder to the extent delivery or performance is made impossible by reason of unforeseeable causes beyond the control of Vendor which are not attributable in whole or in part to any act or failure to act by Vendor, provided Vendor uses its best efforts to deliver or perform in a timely manner; provided, however, that the foregoing shall not preclude AspenTech's right to cancel the Order by reason of such delay in delivery or performance.
16. **TERMINATION.** In addition to the grounds for cancellation in this Order, AspenTech reserves the right to terminate this Order or any part thereof, on the insolvency of Vendor, or for AspenTech's convenience, by providing Vendor with written or other notice of termination. Vendor will thereupon immediately stop work, shipment, or transfer on this Order or the terminated portion thereof. Provided that Vendor is not in breach, Vendor shall be entitled to receive payment for all Goods and Services satisfactorily performed and delivered prior to the date of the notice of termination under this Section, plus reimbursement for any reasonable direct cancellation costs necessarily incurred by Vendor to stop work, shipment, or transfer and for other direct costs reasonably incurred in closing out the work hereunder, provided, however, AspenTech's liability hereunder shall not exceed the purchase price for the Goods and/or Services delivered prior to the date of notice of termination under this Section. Termination shall be subject to review and audit by AspenTech, and Vendor shall promptly perform all Services or ship all Goods paid for by AspenTech under this Section prior to payment by AspenTech.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Vendor without in each case the prior written consent of AspenTech. AspenTech may freely assign this Order at any time.
18. **PROPRIETARY INFORMATION.** In the course of performing the Services, Vendor may be provided with or exposed to certain information that is proprietary and confidential to AspenTech or its customers; such information may include, but is not limited to, patent applications, trade secrets, processes, formulae, data, specifications, programs, software packages, test results, technical know-how, methods and procedures of operation, working papers, business or marketing plans, customer lists, proposals, and licensed documentation ("Confidential Information"). Vendor agrees to use the Confidential Information solely in connection with the Services and to hold the Confidential Information in strict confidence and not disclose the Confidential Information to or use the Confidential Information for the benefit of any third party. This clause shall remain in effect after termination of this Agreement.
19. **FOREIGN CORRUPT PRACTICES ACT.** Vendor covenants and certifies to AspenTech that Vendor and its employees, subcontractors and suppliers shall at all times comply with the U.S. Foreign Corrupt Practices Act with respect to this Order.
20. **INTEGRATION.** This Order may not be modified or rescinded except by a writing duly executed by an authorized representative of AspenTech.
21. **REMEDIES.** The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach of such provision or any other provision hereof.
22. **GOVERNING LAW AND VENUE.** This Order shall be governed by and interpreted in accordance with the law of the State of Delaware, and in no event shall this Order be governed by the United Nations Convention on Contracts for the International Sale of Goods. Vendor and AspenTech submit to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts with respect to any litigation between the parties arising out of or related to this Order. The parties consent to personal jurisdiction of and venue within the state and federal courts of the Commonwealth of Massachusetts, County of Suffolk.
23. **LIABILITY.** Subject to Section 14, in no event will Vendor's liability be limited under this Order.
24. **EXPORT.** Vendor shall not export, re-export or resell any reports, computer software or technologies disclosed to Vendor by AspenTech except in compliance with applicable U.S. export and import law.
25. **INDEPENDENT CONTRACTOR.** Vendor will furnish Vendor's Services as an independent contractor and not as an employee of AspenTech or of any company affiliated with AspenTech. Vendor will not represent itself as a partner, joint venturer, employee or general representative or agent of AspenTech. Vendor has no power or authority to act for, represent, or bind AspenTech or any company affiliated with AspenTech in any manner. Vendor is not entitled to any medical coverage, life insurance, participation in AspenTech's savings plan, nor any other benefits afforded to AspenTech's regular employees or those of AspenTech's affiliates. If AspenTech or any of AspenTech's affiliates is required to pay or withhold any taxes or make any other payment with respect to fees payable to Vendor, AspenTech will promptly notify Vendor of this determination and Vendor will reimburse AspenTech or AspenTech's affiliate in full for taxes paid on amounts previously paid to Vendor, and permit AspenTech to make deductions for taxes to be withheld from any sum thereafter due Vendor.
26. **SURVIVAL:** Sections 12, 13, 17, 18, and 23 shall survive the expiration, completion, termination or cancellation of this Order, and/or acceptance of the Goods/Services.
27. **SEVERABILITY.** If any of the provisions of this Order are held invalid or unenforceable, unless such invalidity or unenforceability substantially frustrates the underlying intent and sense of the remainder of this Order, such invalidity or unenforceability shall not affect the remainder of this Order.