

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 # C018246

Software Delivery

Legal Name of Receiving Party: Ens d'Abastament d'Aigua Ter-Llobregat

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.

Diversion of the licensed software from the ship to location to a different location or transfer of the software to a third party is prohibited.

Shipping Address:

Sant Marti De Lerm 30
Sant Joan Despi
Barcelona
8970;
Spain

Contact: Sergio Soria
Telephone: 34 677590313
Email: ssoria@atl.cat

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:

Ens d'Abastament d'Aigua Ter-Llobregat

Address and Email to Which Invoices Should be Sent:

Sant Marti De Lerm 30
Sant Joan Despi
Barcelona
8970
Spain

Contact: Sergio Soria
Telephone: 34 677590313
Email: ssoria@atl.cat

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)		Purchase Order Number: (if required)	Contract ID: 2025NSPSB0157-1
	(E.g. VAT, GST, RFC Number)	Annual PO (Yes/No)	

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

Quote #: C018246

Sales Account Manager Initials: _____

Software License Agreement

COVER PAGE

CUSTOMER:	Ens d'Abastament d'Aigua Ter-Llobregat	ATTN:	Sergio Soria
ADDRESS:	Sant Marti De Lerm 30 Sant Joan Despi Barcelona 8970 Spain	TELEPHONE:	+34 677590313
		EMAIL:	ssoria@atl.cat

START DATE:	1 January 2026
CONTRACT ID:	C018246
QUOTE ID:	147438

1. AGREEMENT

- 1.1 By signing this Cover Page, Aspen Technology, Inc. ("**AspenTech**") and Ens d'Abastament d'Aigua Ter-Llobregat ("**Customer**") enter into a license agreement (this "**Agreement**") that consists of this Cover Page and the Attachment(s) specified in Section 2 of this Cover Page.

2. ATTACHMENT(S)

- 2.1 Each Attachment listed below is hereby made a part hereof.
- Exhibit A - Products and Fees
 - Exhibit B - Token Count Table
 - Exhibit C - Special Terms and Conditions
 - Exhibit D - General Terms and Conditions (Rev. 01/2024)
 - Exhibit E - Additional Product Terms
 - Exhibit F - Base Load Product Configuration
- 2.2 In the event of any conflict between this Cover Page and the Attachment(s), the order of precedence shall be this Cover Page and any applicable Attachment in the order listed in Section 2.1.

3. GENERAL

- 3.1 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 hereunder 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.
- 3.2 The parties' signatures below, whether manual or electronic and including signatures on counterpart signature pages, establish conclusive evidence of the arrangement, 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.
- 3.3 Any notice given under this Agreement must be sent in writing to the other party's business address set forth above, 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."

This offer expires 1 January 2026.

IN WITNESS WHEREOF, the authorized representative of each party hereby enters into this Agreement by signing below on the blank provided for such party.

ENS D'ABASTAMENT D'AIGUA TER-LLOBREGAT

(Authorized Signature)

David Vila Ligeró

(Name - Print or Type)

Director

(Job Title - Print or Type)

1/8/2026

(Date)

ASPEN TECHNOLOGY, INC.



(Authorized Signature)

Chris Ulliani

(Name - Print or Type)

Senior Director, Revenue Accounting

(Job Title - Print or Type)

1/7/2026

(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 this Agreement to PO@aspentech.com if electronic signature by AspenTech is desired.

If Customer requires a signed original, please mail each page of two signed originals of this 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**

EXHIBIT A - PRODUCTS AND FEES

START DATE: 1 January 2026
LICENSE TERM: Through 31 December 2028

SOFTWARE PRODUCTS				
License Parameters				
Product Name	Entitlement Measure	Quantity	License Type	Licensed Site or Region
aspenONE MSC r28	Tokens	58	1 Region WAN	Customer Sites in EMEA

LICENSE FEES AND PAYMENT SCHEDULE	
Payment Amount (USD)	Due Date
187,874	Net 30 Days from Start Date
193,510	1 January 2027
199,316	1 January 2028

License Key

Upon signature of the 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 of the applicable Payment Amount(s) specified above.

EXHIBIT B - TOKEN COUNT TABLE

(Rev. 02/2025)

79012818 - aspenONE® MSC r28				
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 Product Tokens are also required.
88300154	Aspen DMCplus® Composite T	6	Application	
88302061	Aspen Inferential Qualities™ r2	1	Inferential	1 Token/4 Inferenceals
88300280	Aspen IQ Watch	1	Inferential	
88300159	Aspen PID Watch Performance Monitor T	1	Loop	1 Token/25 Loops
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 Data Manager	1	Point	1 Token/75 Points
88300318	Aspen Virtual Advisor for DMC3™	1	MV	1 Token/10 MVs
88300319	Aspen Virtual Advisor for DMC3 Olefins	1	MV	1 Token/20 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
88300461	Aspen InfoPlus.21® 64-bit r3	1	Point	1 Token/4000 Points/1 InfoPlus.21 Server
88300224	Aspen InfoPlus.21® 64-bit Cluster	1	Point	1 Token/2666 Points/1 InfoPlus.21 Server
88300291	Aspen Process Data Excel Add-In r2	1	User A	1 Token/3 Users

79012818 - aspenONE® MSC r28				
Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88300214	aspenONE® Plant Data	4	User A	
88300213	aspenONE® Plant Data Trending	6	User A	
88300463	aspenONE® Process Explorer r3	1	User C	1 Token/3 Users
88300230	aspenONE® Process Explorer Analytics	2	User C	
88300464	Aspen Process Explorer T r3	1	User A	1 Token/3 Users
88300226	Aspen Production Record Manager™ 64-bit r2	7	Server	
88300227	Aspen Production Record Manager 64-bit Cluster	10	Server	
88300215	Aspen Production Record Manager 64-bit ODBC Driver	5	Connection	
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	
88300004	Aspen Operations Reconciliation and Accounting™	13	User A	
88300028	Aspen Production Execution Manager™	1	User A	
88300007	Aspen Tank and Operations Manager™	7	User A	
88300232	Aspen Weigh and Dispense Execution	4	User A	
88300231	Aspen Weigh and Dispense Management	1	User A	
88300242	AtOMS Browser	7	User C	
88300472	Aspen Unified Movements Baseload	30	Site	
88300471	Aspen Unified Movements User	6	User B	
88300317	Aspen Unified Reconciliation and Accounting Baseload	30	Site	
88300316	Aspen Unified Reconciliation and Accounting User	6	User B	
Operations Support				
88320278	Aspen HYSYS® RTO for Manufacturing & Supply Chain	18	User A	
88300069	Aspen OnLine®	9	User A	

79012818 - aspenONE® MSC r28				
Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88320203	Aspen Plus® RTO	18	User A	
88300134	Aspen Utilities Planner™	20	User A	
Aspen Knowledge				
88300456	Aspen eLearning for Manufacturing & Supply Chain (In Product)	7	User A	
Process Analytics				
88300310	Aspen ProMV® Batch T	2	User A	1 instance of Aspen ProMV Batch T also requires 1 instance of Aspen ProMV T.
88302301	Aspen ProMV® Online Batch T r2	4	Model	
88302300	Aspen ProMV® Online Continuous T r2	2	Model	
88302302	Aspen ProMV® Online Viewer T r2	3	User A	1 instance of aspenONE Plant Data and 1 instance of aspenONE Process Explorer are required to use 1 instance of Aspen ProMV Online Viewer.
88300311	Aspen ProMV® T	4	User A	
88300305	Aspen Process Pulse™ Configuration T	2	Configuration	
88300304	Aspen Process Pulse User T	8	User A	
88300302	Aspen Unscrambler™ T	4	User A	
Refinery Planning & Scheduling				
88300222	Aspen Dock Scheduler	10	User A	
88300294	Aspen Hybrid Models™ for PIMS-AO	10	User A	See the Token Count Table Notes.
88300299	Aspen Hybrid Models for Unified PIMS	10	User B	See the Token Count Table Notes.
88300073	Aspen Petroleum Scheduler™	30	User A	
88300081	Aspen PIMS™	50	Site	See the Token Count Table Notes.
88302075	Aspen PIMS Advanced Optimization r2	50	User A	
88300066	Aspen PIMS Regional Optimizer	20	User A	
88300079	Aspen PIMS Submodel Calculator	10	User A	
88300298	Aspen PIMS-AO HPC	23	User A	

79012818 - aspenONE® MSC r28				
Product Number	Product Name	Token Count	Unit of Measure	Usage Notes
88300064	Aspen Refinery Multi-Blend Optimizer™	30	User A	
88300284	Aspen Unified Multisite™ for PIMS	20	User B	
88300259	Aspen Unified PIMS™ HPC	23	User B	Aspen Unified PIMS HPC tokens are consumed only during the Case Execution
88300460	Aspen Unified PIMS r3	60	User B	
88303282	Aspen Unified Scheduling™ r3	40	User B	
88300285	Aspen Verify for Planning	10	User A	
88300457	Aspen Unified Planning and Distribution	250	User B	250 Tokens/2 Users
88300458	Aspen Virtual Advisor for Unified PIMS™	10	User B	
88300459	Aspen Unified Viewer	5	User B	
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	
88302129	Aspen Supply Chain Planner™ r2	55	Business Unit	
88302176	Aspen Supply Chain Planner User r2	4	User A	
Supply & Distribution				
88300026	Aspen Petroleum Supply Chain Planner™	35	Throughput	35 Tokens/100K barrels Throughput/day
88300179	Aspen Petroleum Supply Chain Planner User	30	User A	
Situational Awareness				
88300452	AspenTech Operational Insights Core T	36	Server	
88300453	AspenTech Operational Insights Users T	4	User C	
88300454	AspenTech Operational Insights Pre Production Environment T	18	Server	

Token Count Table Notes

The Product Names listed in the Token Count Table 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.

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

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
Model	A mathematical representation of a system, unit process or behavior
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
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

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.

Aspen PIMS is required for use of Aspen PIMS Advanced Optimization or Aspen Unified 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.

Aspen eLearning for Manufacturing & Supply Chain (In Product) will allow Users to access Aspen eLearning training resources from aspenONE® Manufacturing & Supply Chain products.

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.

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.

EXHIBIT C - SPECIAL TERMS AND CONDITIONS

1. aspenONE Suite. An aspenONE software 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.
2. Token Definitions. The definitions below apply to the defined terms as used herein.
 - 2.1 "**Base Load Product**" means a product in the aspenONE MSC (manufacturing and supply chain) software suite that runs continuously and consumes a consistent number of Tokens until deactivated and is required for use of one or more User-based Software products as specified in the Token Count Table and Additional Product Terms.
 - 2.2 "**Dedicated Tokens**" means Tokens that may be used only to access the specific product(s) in the aspenONE MSC Software suite designated in this Agreement, and that may not be used to operate any other Software product.
 - 2.3 "**Token**" means a measure of Software usage based on the applicable Unit of Measure specified in the Token Count Table.
 - 2.4 "**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. The specified Token Counts will not change during the License Term for the Software Release herein licensed.
 - 2.5 "**Token Count Table**" means a schedule of Software products and associated Token Counts and Units of Measure.
3. Base Load Products. Unless otherwise specified in a Base Load Product Configuration form specified in the Cover Page, no Base Load product will be initialized at shipment. Initialization of a Base Load Product consumes Tokens continuously until the Base Load Product is deactivated. Customer may activate or deactivate Base Load Products online at any time at <http://esupport.aspentech.com>.
4. Usage Information.
 - 4.1 As used herein, "**Measurement Period**" means each full calendar month during the License Term and any additional partial calendar month during the License Term.
 - 4.2 "**Usage Log(s)**" means computer files containing the record of usage of any Software managed by an SLM Server. AspenTech will provide Customer written instructions for activating the Usage Log generator provided by AspenTech with the Software. 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.
 - 4.3 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 Exhibit A - Products and Fees. 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 rights and remedies (which include, without limitation, the right to terminate this Agreement for cause), AspenTech may suspend performance of SMS if Usage Logs are not delivered timely. 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.

- 4.4 Upon reasonable written notice to Customer once in each consecutive twelve-month period while this Agreement is in effect, AspenTech or its authorized representative may, at AspenTech's sole expense and during normal business hours, examine computer names/User names/departments and location information on each SLM Server and audit Customer's records relating to Customer's compliance with the terms of this Agreement, including payment records and other physical and electronic data concerning all Software usage at any or all Customer locations worldwide, to confirm and verify that Customer's usage of Software is in compliance with this Agreement. AspenTech will not disclose such information to any third party, except to enforce AspenTech's rights.
- 4.5 Upon request, AspenTech will provide Customer with a utility that will mask User names, machine names and IP addresses recorded on the Usage Logs and replace that data with generic identifiers. If Customer chooses to mask User names or other data from the Usage Logs and replace that data with generic identifiers, Customer may do so only using the utility provided by AspenTech therefor. Customer may retain the mapping file and not transfer it to AspenTech. Providing a Usage Log using this utility will fulfill Customer's obligation to provide an original unmodified electronic copy of the Usage Log.
5. References. Customer agrees to provide two internal and/or external references for the Software in each year of the License Term and any Renewal Term as set forth below in any combination in Customer's sole discretion and subject to Customer's internal standards and review policies. AspenTech shall not identify Customer in any publication without Customer's prior written consent.
 - 5.1 Internal references may include feedback from Customer Users with respect to their use of the Software and its value and benefit to Customer, a written evaluation of the performance and capabilities of the Software, input that may be used without attribution in published marketing collateral about use of the Software in general, permission for AspenTech to identify Customer to other prospective AspenTech customers as a user of the Software, and participation in telephone conversations with prospective licensees of the Software about the value and benefit of the Software to Customer.
 - 5.2 External references may include input for an article about Customer's use of the Software, a statement for publication in a press release or marketing collateral on the value and/or benefits derived by Customer from use of the Software, and participation in a public presentation about the value and/or benefits derived by Customer from use of the Software.

EXHIBIT D - GENERAL TERMS AND CONDITIONS

(Rev. 02/2022)

1. DEFINITIONS:

1.1 Agreement

- a) "**Agreement**" means the software license agreement consisting of the Cover Page signed by the parties, these General Terms and Conditions and any other exhibit specified in the Cover Page.
- b) "**Cover Page**" means the document signed by both parties that establishes the content of this Agreement and incorporates the exhibit(s) specified in the Cover Page.
- c) "**Customer**" means the licensee identified in the Cover Page as the Customer.
- d) "**Force Majeure**" means a force beyond the reasonable control of a party to this Agreement, such as governmental export restrictions, fire, epidemic, strike, war, civil unrest, terrorist action or acts of nature, but for purposes of the obligation to pay the fees specified in Exhibit A - Products and Fees, only disruption of public banking or communications networks necessary to transfer funds shall be deemed a Force Majeure.
- e) "**ISP**" means an implementation services provider authorized by AspenTech to provide technical implementation services in support of Software.
- f) "**License Fees**" means amounts payable to AspenTech by Customer for Software licensed under this Agreement.
- g) "**License Term**" means the duration of the license granted under the Agreement and specified in Exhibit A - Products and Fees.
- h) "**Start Date**" means the first day of the License Term.

1.2 Software

- a) "**LAN**" license means a license that may be used by Simultaneous Users on a local area network.
- b) "**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.
- c) "**Region**" means the geographic scope of a wide area network ("**WAN**") license where multiple Simultaneous Users at multiple Sites within the applicable Region(s) may access the Software in accordance with the following geographic areas or parts thereof, excluding any region or country that is subject to comprehensive sanctions by the U.S. Government: (i) Asia-Pacific ("**APAC**"); (ii) Europe, Africa and Middle East ("**EMEA**"); and (iii) North America and Latin America ("**NALA**").
- d) "**Release**" means a generally available new version of the Software with new features and/or significant enhancements.
- e) "**Simultaneous User**" or "**User**" of a Software product means one individual running one instance of the Software product on one computer at one given moment in time unless a different definition applies to the product as specified in Exhibit A - Products and Fees and/or any Token Count Table included in the Agreement.
- f) "**Site**" means an office or unit, plant, or other facility with a production capacity as configured as of the Start Date that is owned or leased by Customer or any Customer Affiliate to which the license herein granted extends and that is specified in Exhibit A - Products and Fees.
- g) "**SLM Server**" means a network computer that manages the licenses required to run the Software.

- h) **“Software”** means the technology and software code comprised in the computer software program(s) set forth in Exhibit A - Products and Fees and licensed to Customer by AspenTech in object code form, including any authorized copies thereof, Updates, Releases, enhancements, instructions, license keys, dongles, documentation, data, process or other manuals, training materials, models, databases, simulation files, technology archives, process tools, algorithms, designs, calculation data, yield correlations and other information, provided with, created by, derived from or accessible via such computer software program(s).
- i) **“Software License Manager” (“SLM”)** means a software-based licensing system that provides access to Software through an SLM Server and controls and tracks the usage of Software products but does not change or provide additional functionality to the products.
- j) **“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.
- k) **“Supported Computer(s)”** means one or more computers of a manufacture, model and operating system for which AspenTech at the time offers a compatible Release.
- l) **“Update”** means a generally available revision of the Software with minor changes and/or Defect corrections.

1.3 Software Maintenance and Support

- a) **“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.
- b) **“Software Maintenance and Support” (“SMS”)** means either the Aspen Premier Plus Support services described in the AspenTech Customer Services Guide or the Aspen Premier Support services described in the Premier Support Guide in the version of the applicable guide in effect as of the Start Date and available at <http://esupport.aspentech.com>. The applicable SMS level will be AspenTech Premier Plus Support unless otherwise stated in Exhibit A - Products and Fees. For both Aspen Premier Plus Support and Aspen Premier Support, SMS includes technical support via telephone, email or remote access to the AspenTech Online Support Center; 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 Defect correction in the next Update or Release of the Software.

2. SOFTWARE LICENSE

- 2.1 AspenTech grants and Customer accepts a non-exclusive, non-transferable, non-sublicensable license to access and use the Software during the License Term solely on Supported Computer(s) in accordance with terms and conditions of this Agreement for the internal business purposes of Customer and any permitted Affiliate specified herein.
- 2.2 The License Fees cover SMS that AspenTech will provide for the Software for the duration of the License Term. For AspenTech to troubleshoot in real time Software performance problems identified by Customer, Customer must provide AspenTech remote access to Customer’s system via a screen sharing tool such as Webex™ or Microsoft® Teams to demonstrate the problem Customer is facing. AspenTech has no responsibility to provide SMS to the extent prevented by Customer’s failure to provide such access.
- 2.3 Customer may make one copy of the Software for archival or back-up purposes only, provided that all copyright and proprietary notices must be duplicated on such copy. Customer shall not remove any copyright notice of AspenTech or its licensors.

- 2.4 Customer may permit ISPs to access and use the Software and may also permit other contractors of Customer or any permitted Affiliates specified herein to access and use the Software, provided that: (i) the Customer obligations and restrictions of this Agreement shall apply to such contractors; (ii) Customer shall identify all such contractors to AspenTech upon request; (iii) such contractors do not compete with AspenTech in developing, selling or marketing technologies that have functionality similar to the Software; (iv) such contractors are subject to a written, enforceable confidentiality agreement with Customer that encompasses information disclosed to, or learned by, such contractors through access or use of the Software, and that requires such contractors to protect Proprietary Information to the same extent as Customer is required to do hereunder; and (v) Customer shall be responsible for ensuring that such access and use is in compliance with this Agreement and shall indemnify and hold AspenTech harmless against and from any and all liability, obligation or damages associated with any noncompliance.
- 2.5 Subject to any specified license restrictions, Customer may install Software on more than one SLM Server upon written notice to AspenTech. Software may be used only at the Site(s) specified in Exhibit A - Products and Fees, including 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 Agreement. Cloud deployment does not change any license restrictions, including the restrictions on the Site(s) from which Users may access the Software. Software may not be accessed or provided on a service bureau or time-sharing basis or through long haul gateways.

3. INVOICING AND PAYMENT

- 3.1 All invoices for License Fees are payable on or before the applicable due date specified in Exhibit A - Products and Fees. Where License Fees are invoiced in multiple installments, AspenTech will issue an invoice for the initial installment upon shipment following execution of the Cover Page by both parties and will invoice each subsequent invoice at least 30 days before the applicable due date. 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.
- 3.2 Unless otherwise specified in Exhibit A - Products and Fees, 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, or by credit card subject to the maximum dollar value established by AspenTech. Customer shall make all payments required under this Agreement without setoff, counterclaim or other defense.
- 3.3 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; provided that Customer shall not be responsible for any taxes imposed on AspenTech's revenues. Unless otherwise specified in Exhibit A - Products and Fees, 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.
- 3.4 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 the lower of 1.5% per month and the maximum statutory rate permitted under applicable law will accrue on all invoiced amounts 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. Late charges are payable in full within 30 days of the invoice date.

- 3.5 If Customer fails to pay all outstanding License Fees within 30 days of the date of a past-due notice, AspenTech may terminate this Agreement for cause or may suspend performance of SMS until all outstanding License Fees and late charges are paid in full.
- 3.6 AspenTech 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.

4. OWNERSHIP AND PROPRIETARY RIGHTS

- 4.1 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 remain in AspenTech and/or AspenTech's licensors.
- 4.2 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 to any third party or permit any third party to access it other than as expressly permitted herein without AspenTech's prior written consent, manually signed by an AspenTech executive officer and subject to the limitations stated herein.
- 4.3 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.
- 4.4 Customer shall not, nor attempt to, reverse compile, disassemble or otherwise reverse-engineer the Software. 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 foregoing prohibition on reverse engineering includes, without limitation, using such models or the output thereof 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.
- 4.5 Software may not be used to develop any platforms or programs that have features or functionality similar to the features or functionality of the Software. Customer may not make any modifications or enhancements to the Software, create any derivative works of Software, or merge or separate Software or any component thereof, including by attempting to train artificial intelligence programs. 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 the Software for the purpose of configuring any third-party runtime components embedded in the Software.
- 4.6 If and only to the extent that applicable law requires that Customer be able to modify the 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 technology 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 and Customer hereby irrevocably assigns to AspenTech all of Customer's right, title and interest in and to any such modifications.
- 4.7 Customer grants AspenTech an irrevocable, perpetual, royalty-free, unlimited license to permit AspenTech to use any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer, its Users or any other party relating to the Software.

5. DELIVERY

- 5.1 AspenTech will deliver one copy of the Software and any license keys or dongles necessary for such Software to function. AspenTech will deliver either electronically or via physical shipment in AspenTech's sole discretion, and charges may apply if AspenTech delivers via physical shipment at Customer's request. Electronic delivery will be EXW (Ex Works) AspenTech's facility when AspenTech makes access to the Software available to Customer and Customer has the ability to use 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.
- 5.2 AspenTech may issue replacement license keys or dongles in AspenTech's sole discretion so Customer may use the Software on an additional SLM Server or move the Software from one SLM Server or computer to another, with no change in the license scope and subject to the Site, Region or other license restrictions specified in Exhibit A - Products and Fees. Within 30 days of the date a replacement license key or dongle is issued, Customer must delete the original license key or return the original dongle to AspenTech, as applicable. If Customer loses a dongle, Customer must give prompt email notice of the lost dongle to AspenTech Customer Care and must promptly return the dongle if and when it is found.
- 5.3 Customer may download Software license keys from an SLM Server for no more than 30 consecutive days before Customer must check the keys back in to the SLM Server. For Token-based systems, Tokens will be consumed for the Software until the downloaded keys are checked back in to the SLM Server.
- 5.4 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 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 license 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 and the number of times it has been copied. Customer consents to such collection and transmission of data, as well as its use if an unauthorized or illegal copy is detected.

6. TERM

- 6.1 This Agreement is effective upon signature of the Cover Page by an authorized representative of each party. The Software license herein granted will be in effect for the License Term unless earlier terminated as provided herein. Upon expiration or termination of the License Term, Customer's right to use Software shall end and Customer shall promptly: (i) return to AspenTech or permanently delete 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 hereunder.
- 6.2 Either party may terminate this Agreement for cause 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, the License Term shall automatically terminate and all License Fees outstanding or due hereunder in the future shall automatically accelerate and be immediately due and payable in full.

7. INFRINGEMENT INDEMNIFICATION

- 7.1 AspenTech will defend, indemnify and hold Customer harmless against claims of infringement by unmodified Software of a third party's intellectual property rights under the law of the USA, provided that: (i) Customer promptly (and in no event more than ten business 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 herein, and this obligation does not apply to infringement arising from: (x) integration or combination of Software together with other software, technology, materials or products not integrated or combined by AspenTech, if the infringement would have been avoided in the absence of such integration or combination; (y) use of the Software for other than its intended purpose or otherwise in violation of this Agreement; or (z) use of other than the current, unaltered Release if the infringement would have been avoided by the use of such Release.

- 7.2 Customer's sole and exclusive remedy if a court of competent jurisdiction determines that Software has infringed a third party's intellectual property rights arising under the law of the USA 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.

8. WARRANTY; DISCLAIMER

- 8.1 AspenTech warrants that Software will be free from Defects for one year from the Start Date. To the fullest extent permitted by applicable law, Customer's exclusive remedy and AspenTech's sole obligation will be to correct or circumvent any Defect 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: (x) use of Software only in accordance with this Agreement; and (y) no interference from applications, derivative works, or configurations provided by third parties.
- 8.2 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.

9. NO ASSIGNMENT/CHANGE IN CONTROL

- 9.1 Customer shall not: (i) assign, sublicense or otherwise transfer all or part of the Software or Proprietary Information; (ii) grant rights to others 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, transfer or delegation by Customer to a third party is void. AspenTech may terminate this Agreement for cause in the event of any such purported assignment, transfer, or delegation or in the event of any change in ownership or control of Customer which results in direct or indirect ownership of more than 50% of Customer's voting shares or partnership interests by an entity that did not have more than a 50% direct or indirect ownership interest prior to such change, including by merger, spinoff or other transfer of securities.

10. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY

- 10.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES ARISING FROM THE LOSS OF USE, DATA OR PROFITS, EXCEPT FOR INDEMNIFICATION AND ANY DAMAGES ARISING OUT OF UNAUTHORIZED DISCLOSURE, USE OR APPROPRIATION OF EITHER PARTY'S INTELLECTUAL PROPERTY.

- 10.2 IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE LICENSE FEES SPECIFIED IN EXHIBIT A - PRODUCTS AND FEES, EXCEPT FOR INDEMNIFICATION AND ANY DAMAGES ARISING OUT OF UNAUTHORIZED DISCLOSURE, USE OR APPROPRIATION OF EITHER PARTY'S INTELLECTUAL PROPERTY.
- 10.3 SOFTWARE MAY CONTAIN FUNCTIONALITY SUPPLIED BY THIRD PARTIES, INCLUDING DEVELOPERS, VENDORS, SUPPLIERS, CONTRACTORS, OR CONSULTANTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, 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 THIS PROVISION.

11. GENERAL

- 11.1 A 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.
- 11.2 Regardless of where any action may be brought, the validity and performance of this Agreement will be governed by the laws of the Commonwealth of Massachusetts, USA 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 and hereby agree to submit to the non-exclusive jurisdiction of the state and federal courts in and of the Commonwealth of Massachusetts, USA.
- 11.3 Customer shall not use, export or reexport Software, including by downloading the Software, for use with chemical or biological weapons, sensitive nuclear end-uses, or missiles to deliver them; or in violation of any license requirements or export sanctions maintained or administered by the U.S. Government with respect to controlled uses or items or designated persons, entities or countries.
- 11.4 A breach of this Agreement that adversely affects AspenTech's intellectual property rights may 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.
- 11.5 Any modification hereof must be in a writing signed by authorized representatives of the parties and specifically identified as a modification hereof. Failure or delay of a party to exercise any right or remedy hereunder shall not constitute a waiver of rights or remedies hereunder.
- 11.6 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 hereof.
- 11.7 Notwithstanding any provision of this Agreement to the contrary, the expiration or termination of this Agreement shall not relieve the parties of any obligations that, by their nature, survive such expiration or termination, including warranty, indemnity, audit rights, governing law, and obligations regarding confidential information, taxes, and intellectual property.
- 11.8 This Agreement: (i) constitutes the complete and exclusive statement of the terms and conditions 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, with respect to the matters set forth herein.

EXHIBIT E - ADDITIONAL PRODUCT TERMS

(Rev. 02/2025)

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

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 is 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.

Aspen DMC3 for Olefins may be used only for olefins facilities limited to the operations set forth in the definition of Olefins Unit in the Token Count Table Notes. Aspen DMC3 would have to be used instead of Aspen DMC3 for Olefins for any olefins facility that comprises any unit that is outside the scope of the definition.

Aspen DMC3 Site License r3

The following products are included in the Aspen DMC3 Site License r3, which is not subject to Token or User limits.

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

Aspen Batch APC Site License

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

- Aspen Batch APC
- Aspen APC Application Builder

Asset Performance Management

Aspen ProMV® Batch T

ProMV Batch layer sits on top of a ProMV Continuous layer. The Offline Continuous layer consumes 4 Tokens and the Offline Batch layer consumes 2 Tokens. Therefore, when the ProMV Batch Offline application is activated, the total Token consumption would be $4 + 2 = 6$ total Tokens.

Digital Grid Management

AspenTech Operational Insights Core T

This product consumes 36 Tokens per each Server and includes ten Simultaneous Users of AspenTech Operational Insights Users T.

Manufacturing Execution Systems; Operations Support Products

Aspen Process Explorer T r3 aspenONE Process Explorer™ r3

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.

Aspen Unified Movements Baseload Aspen Unified Movements User Aspen Unified Reconciliation and Accounting Baseload Aspen Unified Reconciliation and Accounting User

Aspen Unified Movements requires 1 Baseload (30 Tokens) for each site.
Aspen Unified Reconciliation and Accounting requires 1 Baseload (30 Tokens) for each site.

<u>Base Load Products</u>	<u>User Products</u>
Aspen Unified Movements Baseload	Required for use of Aspen Unified Movements User
Aspen Unified Reconciliation and Accounting Baseload	Required for use of Aspen Unified Reconciliation and Accounting User

Refinery Planning & Scheduling

Aspen PIMS™ Advanced Optimization r2
Aspen PIMS Regional Optimizer
Aspen Unified PIMS r3
Aspen Unified Viewer
Aspen Unified Multisite for PIMS
Aspen Unified PIMS HPC

The Aspen PIMS Advanced Optimization product of the aspenONE® MSC software suite was designed to support use in up to 48 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 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 supports the use of multiple processors for high performance computing by a single User of Aspen Unified PIMS r3. Use of Aspen Unified PIMS HPC requires use of Aspen Unified PIMS r3.

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 Advanced Optimization r2 and/or Unified PIMS and/or Unified PIMS Viewer. If Customer uses Dedicated Tokens to activate Aspen PIMS, Customer must also use Dedicated Tokens to use PIMS Advanced Optimization r2, Unified PIMS, and/or Unified PIMS Viewer.
Aspen PIMS Submodel Calculator	+10	Requires PIMS Advanced Optimization r2 license (50 + 10 = Total 60)
Aspen PIMS Advanced Optimization r2	+50	PIMS Advanced Optimization r2 allows up to 48 concurrent processes.
Aspen PIMS Regional Optimizer	+20	Requires Aspen PIMS Advanced Optimization r2 (50 + 20 = Total 70)
Aspen Hybrid Modeling for PIMS AO	+10	Requires PIMS Advanced Optimization r2 license (50 + 10 = Total 60)

Aspen Unified Viewer	5	Aspen Unified Viewer has the ability to view results but cannot modify data or run scenarios.
Aspen Unified PIMS r3	+60	
Aspen Unified PIMS HPC	+23 (Total 83 per User)	Requires Aspen Unified PIMS r3

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 Advanced Optimization r2 or Aspen Unified PIMS r3.

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 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 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 F - BASE LOAD PRODUCT CONFIGURATION

(Rev. 02/2025)

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
88400317	Aspen Unified Reconciliation and Accounting™ Baseload	RN_UNIF_RA_BASE_	30 Tokens per Site	0
88400026	Aspen Petroleum Supply Chain Planner™	DPO_	35 Tokens /per 100K barrels per day Throughput	0
88400081	Aspen PIMS™	PIMS_	50 Tokens per Site*	0
88402129	Aspen Supply Chain Planner™ r2	mimispcap_	55 Tokens per Business Unit	0
88300472	Aspen Unified Movements Baseload	RN_UNIF_AU_M_BASE_	30 Tokens per Site	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
88000026	Aspen Petroleum Supply Chain Planner	DPO_	35 Tokens /per 100K barrels per day Throughput	0
88000081	Aspen PIMS	PIMS_	50 Tokens per Site*	0
88220129	Aspen Supply Chain Planner r2	mimispcap_	55 Tokens per Business Unit	0
88300317	Aspen Unified Reconciliation and Accounting Baseload	RN_UNIF_RA_BASE_	30 Tokens per Site	0
88300472	Aspen Unified Movements Baseload	RN_UNIF_AU_M_BASE_	30 Tokens per Site	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.