This Academic Single User Agreement (this "Agreement") for the AspenTech AspenOne family of products (the "Software") is between AspenTech and the faculty member, graduate assistant or matriculated student identified below ("You" or "Your"). The Software is licensed for Your use within the United States, its Territories and Possessions (the "USA") under the terms and conditions of the software license agreement contained within the Software package (the "Software License Agreement"), as such terms and conditions are supplemented by this Agreement.

1. Limited Use License. You agree to use the Software solely for academic and educational purposes. Use for academic and educational purposes means use by You for purposes directly related to teaching, training, degree-granting programs, and research and development (if You are a student, You agree to use the Software only in conjunction with Your coursework and for projects supported by Your school). You are not authorized to use the Software for: (i) any training or instructional endeavors other than that expressly permitted above, (ii) any commercial purpose including, but not limited to, commercial processing, paid-for consulting, or processing the work of third parties, or (iii) developing software for sale or license. This Agreement, the Software License Agreement, and the licenses granted herein are therein, may not be assigned or transferred by You, in whole or in part, either voluntarily or by operation of law, without the prior written consent of AspenTech.

2. Export Administration Regulations. The sale, export and re-export of AspenTech software, support and services are subject to all the laws and regulations of the United States. Diversion contrary to US law is strictly prohibited. Details of the Export Administration Regulations (EAR) can be found at www.bxa.doc.gov.

<u>A. Prohibited End Users.</u> AspenTech products may not be sold, exported or reexported to any person or entity designated as prohibited or restricted by an agency of the US government. Exports to companies, organizations or persons listed on the Specially Designated Nationals List, the Denied Persons List or the Entity List are prohibited. In addition, the sale, export or re-export of AspenTech software, support or services to destinations in Cuba, Iran, Iraq, Libya, North Korea, Sudan, or Syria are prohibited.

B. Prohibited / Restricted End Use All

transactions involving AspenTech products must comply with US laws and regulations concerning prohibited or restricted end uses. The EAR prohibits and/or strictly regulates all sales, exports or re-exports of software, support and services which will be used in conjunction with certain activities such as the research, development, design, manufacture, construction, operation or maintenance of nuclear, chemical, or biological weapons and certain other nuclear technology.

3. Termination. This Agreement will terminate effective immediately if You fail to comply with any of the terms and conditions described herein or in the Software License Agreement. Futhermore, the Software License Agreement, as it applies to You, will automatically terminate upon any cancellation or termination of this Agreement.

<u>**4.** Entire Agreement</u>. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions.

Signature:	Date:
Name:	Username:

Intended Use (Circle One): Class Research