

# Academic Program Software License Agreement

AZPN Template Rev. 07/2024

## COVER PAGE

CUSTOMER:	Istituto Nazionale di Oceanografia e Geofisica Sperimentale (OGS)
ADDRESS:	Borgo Grotta Gigante 42/C Sgonico, Trieste 34010 Italy

CONTRACT ID: C018796	Opportunity ID: OPP-244848
START DATE: Upon Shipment	LICENSE TERM: 1 Year(s) from Start Date

LICENSED SOFTWARE	USER LIMIT	SITE	LICENSE FEE (USD)
aspenONE® SSE for Academics	150 Users/Product	Sgonico, Italy	\$3,000

## 1. AGREEMENT

Aspen Technology, Inc. ("**AspenTech**") and the institution specified above ("**Customer**") hereby enter into this Academic Program Software License Agreement ("**Agreement**") with respect to the licensed software suite specified above.

## 2. DEFINITIONS

The following definitions apply to this Agreement.

**"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.

**"Designated Representative"** means the Responsible Professor, System Contact Person and Technical Contact Person, each of whom is employed by Customer and specified in Exhibit A - Designated Representatives, or any substitutes for such specified individuals who may be identified by Customer to AspenTech in writing and who are employed by Customer.

**"License Fee"** means the fee specified above that is payable by Customer to AspenTech in consideration of the license herein granted.

**"License Term"** means the initial license term specified above and each successive term, if any, during which the license herein granted will be valid unless terminated as provided herein.

**"Proprietary Information"** means the Software, any confidential information provided by AspenTech in connection with the Software including documentation, 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.

**"Responsible Professor"** means the Designated Representative who is a professor or department chair and who serves as the primary Customer contact with respect to this Agreement.

**"Site"** means Customer's physical facility or office at the location specified above.

**"Software"** means the current version of the licensed software suite as of the Start Date in object code form, including any accompanying documentation, manuals, updates, releases, databases, enhancements and instructions, and any authorized copies thereof. Software also includes programs in any related license key, and any programs AspenTech may add to the Software during the License Term.

**"SMS"** (software maintenance and support) means technical support via telephone, email or the AspenTech Online Support Center as described at <https://esupport.aspentech.com>; Software 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.

**"System Contact Person"** means the Designated Representative who is the primary Customer point of contact with respect to computer or Software installation matters.

**"Technical Contact Person"** means the Designated Representative who is the primary user of the Software and the primary Customer point of contact with respect to use of the Software.

**“User”** means one individual running one instance of a program in the Software on one computer at one given moment in time.

**“User Limit”** means the maximum number of Users specified above who are permitted to use a Software product.

### 3. LICENSE

- 3.1 AspenTech will deliver one copy of the Software to Customer and any license key(s) required 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. Software must be installed on a network computer license server under Customer's control at the Site specified above. Customer may permit authorized Users to download the Software, provided that such Users must configure the Software with the name of Customer's license server in order to obtain a license key required to use the Software.
- 3.2 Subject to the terms and conditions hereof, AspenTech grants and Customer accepts a non-exclusive, non-transferable, non-sublicensable license for simultaneous use of each Software product subject to the User Limit solely by Designated Representatives and any Customer employee or student who is authorized by the Responsible Professor and under his or her direct supervision and solely for the purpose of: (i) providing at least one course of instruction where participants are required to use the Software; (ii) providing a group of research students equivalent exposure to the Software; (iii) performing research; or (iv) publishing the results of research subject to the restrictions in Section 6 of this Agreement. Customer is responsible for ensuring that persons who are authorized herein to use the Software only use it in accordance with this Agreement, specifically including the restrictions and nondisclosure obligations set forth at Sections 3.4 and 3.5.
- 3.3 SMS is included in the Software license; however, AspenTech will only accept support requests from Designated Representatives. 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.
- 3.4 Customer may not use the Software as part of a consortium or in connection with other commercial or academic partners without AspenTech's express prior written consent. 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.
- 3.5 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. 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 disclose it or permit access thereto to any contractor, consultant or other third party without the prior written consent of AspenTech. If such consent is granted, such third parties shall not be regarded as licensees of AspenTech or sublicensees of Customer. Unless AspenTech expressly provides its authorization in accordance with Section 6 of this Agreement, Customer shall not disseminate any information regarding the features, functionality or performance of the Software to parties not specifically permitted to use the Software under this Agreement.

- 3.6 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 such as the username or email address of the User of an unauthorized or illegal copy of the Software. Customer consents to such collection and transmission of data, as well as its use if an unauthorized or illegal copy is detected. 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. RENEWAL AND TERMINATION

- 4.1 The license herein granted will be in effect for the License Term specified above subject to termination or renewal as specified herein.
- 4.2 Either party may terminate this Agreement in writing for convenience upon written notice to the other party effective upon the end of the latest License Term.
- 4.3 Either party may terminate this Agreement upon 30 days' written notice if the other party materially breaches its obligations under this Agreement and fails to cure the breach by the end of the notice period.
- 4.4 At any time no more than two weeks after the end of the current License Term, the Customer may renew such License Term for the then-current version of the Software upon request to the Academic Program at [customercare@aspentech.com](mailto:customercare@aspentech.com) or by completing and submitting an AspenTech Academic Order online at [http://esupport.aspentech.com/s\\_universityorderrequest](http://esupport.aspentech.com/s_universityorderrequest), provided that AspenTech reserves the right to decline such a renewal for any reason.
- 4.5 Upon termination or expiration of this Agreement, Customer's right to use the Software and Proprietary Information will 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 any hardware security keys provided by AspenTech; and (iv) upon AspenTech's request, certify in writing that Customer has satisfied its obligations hereunder.

## 5. INVOICING AND PAYMENT

- 5.1 AspenTech will issue an invoice for the entire License Fee upon signature of this Agreement by both parties or upon AspenTech's acceptance of a request to renew pursuant to Section 4.4 and will ship the Software unless the License Term is longer than one year, in which case AspenTech will ship the Software upon receipt of payment in full.
- 5.2 Unless otherwise specified above, all License Fees are payable only in U.S. Dollars. Customer shall pay all invoices in full within 30 days of the invoice date without setoff, counterclaim or other defense.

- 5.3 All amounts to be invoiced hereunder will be exclusive of taxes or duties, and unless Customer is tax exempt, 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. Any applicable sales taxes may be invoiced separately. 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 required to withhold tax on any amounts payable hereunder, 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.

## 6. PUBLICATION

- 6.1 Persons authorized to use the Software under Section 3.2 may reference the Software in presentations at a conference, or in an academic or professional journal published in any manner or method, including orally, electronically or visually, by Customer or a not-for-profit academic, scientific or professional organization, provided that: (i) Customer emails a description of the content and its intended use to [customercare@aspentech.com](mailto:customercare@aspentech.com) at least 30 days prior to presentation or publication; and (ii) the content does not include any description of how the Software functions or the features, functionality or performance of the Software. Customer is responsible for ensuring that the person who creates the content of the presentation or publication complies with the obligations set forth at Sections 3.5 and 8.1.
- 6.2 Use or publication that is not permitted under Section 6.1 is prohibited unless specifically permitted in a writing signed by an authorized AspenTech representative and unless Customer acknowledges in writing that: (i) any such permission is non-exclusive and limited to specific content in a particular use or publication; and (ii) any such use or publication must include a prominent legend indicating that any trademarks or Proprietary Information incorporated in the content are reprinted with AspenTech's permission, subject to AspenTech's reservation of all its rights.

## 7. DISCLAIMER; EXCLUSION; LIMITATION OF LIABILITY

- 7.1 THE SOFTWARE IS LICENSED "AS IS." ASPENTECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASPENTECH DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- 7.2 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. IN NO EVENT WILL ASPENTECH'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER.

7.3 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 THE AGREEMENT. SUCH THIRD PARTIES ARE BENEFICIARIES OF THE LICENSE TO SUCH SOFTWARE GRANTED TO CUSTOMER UNDER THIS AGREEMENT. THIRD PARTY SOFTWARE COMPONENTS IN THE ASPENTECH SOFTWARE OR OTHERWISE SUPPLIED BY ASPENTECH MAY NOT BE USED INDEPENDENTLY OF THE ASPENTECH SOFTWARE.

## 8. GENERAL

- 8.1 Proprietary Information may not be used, downloaded, exported, reexported or transferred in-country to any destination or user or for any use, directly or indirectly, prohibited by U.S.A. export laws or regulations, including but not limited to use related to nuclear or chemical/biological warfare or missile activities. The obligations of this Section 8.1 shall survive any expiration or termination of this Agreement.
- 8.2 Unless otherwise required by law or government regulation applicable to Customer: (i) the validity and performance of this Agreement shall be governed by the laws of the State of Delaware, U.S.A., without regard to its rules on conflicts of law; and (ii) Customer hereby submits to the non-exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts, U.S.A. The parties exclude application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.
- 8.3 In the event that any provision of this Agreement is determined to be unenforceable, then: (i) the unenforceability of that provision will have no effect on the remaining terms and conditions of this Agreement; and (ii) the parties will substitute a new, enforceable provision that most closely approximates the meaning and intent of the unenforceable provision. This Agreement, including any appendices signed by both parties: (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 thereof; and (iii) supersedes all other agreements, purchase orders, negotiations, representations, tender documents, and proposals, written or oral. AspenTech expressly rejects any terms that are additional to, or different from, those set forth herein, including any terms of any Customer purchase order that are additional to, or different from the terms of this Agreement.
- 8.4 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 direct or indirect control or majority ownership of Customer will also be deemed an assignment or transfer and will constitute a breach of this Agreement.
- 8.5 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: Academic Program Specialist."

8.6 The restrictions and obligations set forth in Sections 3.5, 3.6, 4.5, 5, 6, 7, 8.1 and 8.2 shall survive termination of this Agreement.

## 9. EXECUTION

- 9.1 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.
- 9.2 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.





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

**ISTITUTO NAZIONALE DI OCEANOGRAFIA E GEOFISICA  
SPERIMENTALE (OGS)**

*Fausto Ferraccioli*

(Authorized Signature)

**DR FAUSTO FERRACCIOLI**

(Name - Print or Type)

**DIRECTOR GEOPHYSICS SECTION- OGS**

(Job Title - Print or Type)

**4th JUNE 2025**

(Date)

**ASPEN TECHNOLOGY, INC.**



(Authorized Signature)

**Chris Ulliani**

(Name - Print or Type)

**Senior Director, Revenue Accounting**

(Job Title - Print or Type)

**8/1/2025**

(Date)

**Upon Customer's execution of this Agreement:**

Please email or fax a copy of the Agreement and any purchase order to the Academic Program Specialist at [customercare@aspentech.com](mailto:customercare@aspentech.com) or Fax: 1.781.221.8364.

If Customer requires a signed original of this Agreement, please mail two signed originals and the original of any related purchase order to Aspen Technology, Inc., Attn: Academic Program Specialist, 20 Crosby Drive, Bedford, Massachusetts 01730 U.S.A



## EXIHIBIT A – DESIGNATED REPRESENTATIVES

Customer may substitute one or more of the following three Designated Representatives at any time upon written notice to AspenTech, Attn: Academic Program Specialist, 20 Crosby Drive, Bedford, Massachusetts 01730 U.S.A.

### Responsible Professor

Name: Stefano Picotti  
Tel: +39 040 2140280  
Email: spicotti@ogs.it

### System Contact Person

Name: Stefano Picotti  
Tel: +39 040 2140280  
Email: spicotti@ogs.it

### Technical Contact Person

Name: Stefano Picotti  
Tel: +39 040 2140280  
Email: spicotti@ogs.it