Aspen Technology, Inc. Certification Program Terms and Conditions (03/2021)

- 1. To participate in the Aspen Technology, Inc. ("AspenTech") certification program, you must accept these Terms and Conditions by checking the box that you have read this document (on the certification website).
- 2. To participate in the certification exam, you must have a webcam and use AspenTech virtual machine.
- 3. By registering for an examination, you are confirming that you will attend on the scheduled date and time. If you cannot attend, you must reschedule or cancel your registration at least 7 days prior to the scheduled examination by following the scheduling and retake policy.
- 3. To be certified, you must complete an examination in person proctored by an AspenTech training professional at a designated AspenTech training center or remotely and must achieve a score of at least 70%. All examinations will be conducted in the English language unless otherwise specifically agreed in writing by an authorized representative of the AspenTech Customer Education Department.
- 4. You must comply with all instructions, guidelines and procedures set forth in these Terms and Conditions or announced by the proctor during before, during or after the examination.
- 5. You must complete the examination on your own behalf and without assistance, and shall not submit any examination responses prepared by anyone other than you. Similarly, you may not provide assistance to any other person or complete an examination on behalf of, or falsely identify yourself as, any other person.
- 6. AspenTech owns all intellectual property rights in the contents of the examination. You shall not copy, distribute, license, sell, share, or otherwise disclose the examination, in whole or in part, in any form or by any means, nor modify the examination in any way.
- 8. Each certification is specific to the AspenTech software release version that was the subject of the examination and is named in the certificate. To be certified for a different software release version, you must successfully complete an examination for that version.
- 9. You must follow the <u>credentials and logos</u> guidelines with respect to any use you may make of a certification issued to you under this program.

- 10. CERTIFICATION DOES NOT CONSTITUTE AN EVALUATION OF YOUR JOB PERFORMANCE OR OF ANY SKILLS, COMPETENCIES OR CREDENTIALS OTHER THAN PROFICIENCY IN USING THE ASPENTECH SOFTWARE SPECIFIED IN THE CERTIFICATION.
- 11. ASPENTECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 12. IN NO EVENT SHALL ASPENTECH BE LIABLE TO YOU FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Scheduling and Retake Policy

Rescheduling and Cancellation

No cancellation charge will be assessed if you reschedule or cancel your registration for an examination at least seven days prior to the date of the scheduled examination.

Retakes

- 1. You can only attempt the exam 5 times within 24 months from the date of the first exam. After 5 attempts you will be disqualified from taking that exam.
- 2. If you do not achieve a passing score on the first time you take an examination, you must wait at least 30 days before retaking the examination.
- 3. If you do not achieve a passing score the second time you take an examination, you must wait at least 6 months before retaking the examination.
- 4. If you do not achieve a passing score the third time you take an examination, you must wait at least 6 months before retaking the examination.
- 5. If you do not achieve a passing score the fourth time you take an examination, you must wait at least 6 months before retaking the examination.
- 6. You will be asked to retake exam or will be disqualified from becoming certified if you don't follow the exam rules. If you are disqualified, you cannot take the exam.
- 7. If you successfully complete an examination, you may not retake the same examination unless otherwise specifically agreed by AspenTech in writing.

Use of Certification Credentials and Logos

1. Grant of Rights. Subject to and expressly conditioned upon (a) your acceptance of, and compliance with, these Terms and Conditions, (b) your successful completion of

all current applicable AspenTech certification requirements, and (c) your continued compliance with all then-current applicable AspenTech certification and recertification requirements, AspenTech hereby grants you the right to use the certification credentials issued to you by AspenTech and associated AspenTech logos (collectively, "Credentials and Logos") to identify yourself as having obtained AspenTech certification as indicated in your then-current transcript (and not any legacy transcript) that is available on the AspenTech Customer Education Website at http://esupport.aspentech.com/t_homepage.

- 1. Restrictions. You may not misrepresent the scope of the certification you have obtained, including by any reference or use of Credentials and Logos to suggest an evaluation of your job performance or of any skills, competencies or credentials other than proficiency in using the AspenTech software specified in the certification. You may not use or reproduce Credentials and Logos in any manner whatsoever other than as described herein, and in any applicable artwork provided by AspenTech. You may use Credentials and Logos only in a manner that does not derogate from the rights of AspenTech in the Credentials and Logos, and may take no action that may interfere with or diminish the rights of AspenTech in the Credentials and Logos or damage AspenTech's reputation or goodwill in the Credentials and Logos. You may not use Credentials and Logos in any way that may cause confusion about the AspenTech Certification Program, products or services.
- 3. Ownership. All rights not expressly granted herein are reserved by AspenTech. You acknowledge AspenTech's sole ownership of the Credentials and Logos and any associated goodwill, and that AspenTech retains all right, title, and interest in and to the Credentials and Logos. AspenTech is the sole beneficiary of the goodwill associated with your use of the Credentials and Logos.

Security and Integrity

- 1. In order to maintain the security and integrity of the AspenTech Certification Program for the benefit of all participants, AspenTech may reject any registration and/or deny admission to an examination of any person whom AspenTech believes may have violated these Terms and Conditions and/or engaged in any misconduct.
- 2. Proctors are authorized to take immediate and appropriate measures against any examinee who violates examination rules.
- 3. Examples of misconduct and/or misuse of an examination include, but are not limited to, the following.
 - Modifying and/or altering the original results/score report for an examination, or any other examination record.
 - Violation of the AspenTech Scheduling and Retake Policy.
 - Fraudulently impersonating another person to gain access to an examination.
 - Submission of any work that is not completely your own.

- Providing or accepting improper assistance.
- Using unauthorized materials in an attempt to satisfy examination requirements (this includes "opening book" and/or unauthorized publication of examination questions with or without answers).
- Disseminating actual examination content or answers.
- Possession of non-authorized items at the testing center during an examination.
- Misconduct as determined by statistical analysis.
- Copying, publishing, disclosing, transmitting, selling, offering to sell, posting, downloading, distributing in any way, or otherwise transferring, modifying, making derivative works of, reverse engineering, decompiling, disassembling or translating any examination in whole or in part, in any form or by any means, verbal or written, electronic or mechanical, for any purpose.
- Using the examination content in any manner that violates applicable law.