

# FORM 8-K

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of**  
**Item 5.02. Certain Officers.**

On July 21, 2016, the board of directors and the compensation committee approved an Executive Bonus Plan for fiscal 2017 for our President and Chief Executive Officer and for certain other executives designated by the Company, including our Executive Vice President, Field Operations, our Senior Vice President and Chief Financial Officer, and our Senior Vice President and General Counsel, who are named executive officers.

The purpose of the fiscal 2017 plan is to motivate and reward performance for achieving the Company's financial and operational objectives for fiscal 2017. Payments under each plan are based upon the achievement of predetermined annual corporate financial metrics consisting of target amounts for growth in license annual spend, non-GAAP corporate operating income and free cash flow. Each of the target amounts is established by the board and is weighted at 50%, 25% and 25% respectively for purposes of determining each participant's bonus. In order for any bonus to be payable with respect to a target amount, we must achieve at least 70% of the target amount.

Performance against the corporate financial metrics will be evaluated mid-year and at year-end. Each participant has the potential for a mid-year payment, in an amount not to exceed 25% of the annual bonus target, based on performance against mid-year target amounts. The year-end payment is based on annual performance against the annual performance targets, less any payment received at mid-year.

Under the plan, the compensation committee of the board of directors may make a discretionary award to a participant in such amount as the compensation committee determines to be appropriate and in the best interests of our company.

A copy of the form of the Executive Bonus Plan for fiscal 2017 is included as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	Aspen Technology, Inc. FY17 Executive Bonus Plan

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ASPEN TECHNOLOGY, INC.**

Date: July 22, 2016

By: /s/ Frederic G. Hammond

Frederic G. Hammond  
Senior Vice President and General Counsel



Aspen Technology, Inc.  
FY17 Executive Bonus Plan

For

[Name]

**I. Purpose**

The purpose of the Executive Bonus Plan is to motivate and reward eligible participants for achieving Aspen Technology, Inc.'s financial and operational objectives.

**II. Effective Period of Plan**

The Plan shall be effective on July 1, 2016 and shall continue through the Plan Year.

**III. Definitions**

**Bonus Plan Metrics** means the objectives set by the Board of Directors against which Plan achievement is measured.

**Bonus Pool** means the funds available for distribution to participants.

**Bonus Target** means the bonus potential at 100% Bonus Plan Metric achievement.

**Company** means Aspen Technology, Inc. and its subsidiaries.

**Employee in Good Standing** means an employee rated as a "Core Contributor" or higher for the Plan Year and who is not subject to a corrective performance action (e.g. performance improvement plan or performance warning, termination for cause) as of or at any time after the last business day of the applicable Plan assessment period (mid-year or year-end).

**Participant** means an employee who is a designated Executive whose position is determined by Aspen Technology to have significant impact on the operating results of the Company. For avoidance of doubt, contractors and/or consultants are not Participants.

**Plan** means this Executive Bonus Plan, as set forth in this instrument and as hereafter amended from time to time.

**Plan Year** means July 1, 2016 through June 30, 2017.

**IV. Bonus Plan Metrics, Targets and Weights**

Plan metrics, targets and weights are approved by the Board of Directors. FY17 plan metrics and weights are:

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<b>FY17 Bonus Plan Metric</b>	<b>Weight</b>
Growth in License Annual Spend (GLAS)	50%
Non-GAAP Corporate Operating Income	25%
Free Cash Flow	25%

## **V. Bonus Pool Funding**

The Bonus Pool is funded through the achievement of Bonus Plan Metrics. Each metric is measured and funded independently according to the following table:

<b>Bonus Plan Metric Actual Achievement</b>	<b>Bonus Plan Metric Funding Level Based on Actual Achievement</b>
<b>&lt; 70% of Target</b>	<b>0%</b>
<b>70% of Target</b>	<b>50%</b>
<b>80% of Target</b>	<b>70%</b>
<b>90% of Target</b>	<b>90%</b>
<b>100% of Target</b>	<b>100%</b>

A minimum Bonus Plan metric achievement of 70% is required to fund each metric. The funding level ratio is 2:1 for performance between 70% and 89%. The ratio is 1:1 for performance between 90% and 100%. There is no additional funding for Bonus Plan Metric achievement above 100%.

## **VI. Bonus Payment(s)**

Bonus payments (if any) are paid on a semi-annual basis. There is a mid-year payment and year-end payment opportunity. Bonus payments (if any) are typically made within 90 days of the end of the respective performance periods, consistent with local payroll schedules and requirements. Payments under this Plan are subject to all applicable taxes and withholdings.

The mid-year payment is based on the Company's mid-year performance against mid-year Bonus Plan Metrics and will not exceed 25% of the annual bonus target.

The year-end payment is based on the Company's total annual performance against Bonus Plan Metrics, less any mid-year payment received.

Should the mid-year bonus earned be less than the targeted 25% of bonus potential, the unrealized difference (up to the 25% mid-year potential) can be made up at year-end based on achievement against annual Bonus Plan Metrics.

## **VII. Discretionary Variation**

In addition to awards based on the performance metrics established herein and notwithstanding any limitations (including caps) set forth elsewhere herein, the Compensation Committee of the Board of Directors may authorize discretionary awards to eligible Participants in such amounts as the Committee determines are appropriate and in the best interests of the Company.

In addition, the CEO (in the case of his direct reports) and the Compensation Committee (in the case of the CEO) may reduce any award otherwise payable hereunder by up to 10 percent in his or its discretion to any of said direct reports or to the CEO, as the case may be.

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## **VIII. Eligibility/Changes in Status**

Eligibility for the Plan does not guarantee payment of an award and does not guarantee continuation of employment. If employment ends prior to the end of the performance period any payment eligibility is subject to the Executive Retention Agreement then in force. Should an Executive voluntarily resign after the completion of the performance period, he/she is eligible to receive the earned bonus in accordance with the plan.

Participants must be Employees in Good Standing and meet all eligibility criteria to receive payments under the Plan.

Participants hired between July 1 and September 30 and who are Employees in Good Standing on and after December 31 are eligible for a mid-year payment. Participants hired before April 1 and who are Employees in Good Standing on and after June 30 are eligible for a pro-rated payment in the second half of the Plan Year.

Payments in respect of new hires, promotions, transfers and other job changes will be adjusted on a prorated basis from the effective date of the hire, promotion, transfer or change, as the case may be, to reflect any associated change in base salary. Proration is calculated on the basis of 12 months in a year, such that a Participant must be in the new job for 15 or more days of a month to receive the related adjustment.

Payments, if any for Participants on disability or leave of absence of more than 30 days will be prorated.

## **IX. Miscellaneous**

Administration of this Plan will be the responsibility of the CEO and the Compensation Committee of the Board of Directors. Any interpretation of the terms, conditions, goals, or payments from this Plan required because of a dispute will be made by the Chief Executive Officer and the Compensation Committee in the case of a dispute relating to employees other than the CEO, and by the Compensation Committee in the case of a dispute relating to the CEO.

If any term or condition of this Plan is found to contravene applicable law, that term or condition will be interpreted such that it comports with applicable law to the extent possible.

Eligibility and participation in this Plan in no way implies or reflects any guarantee or contract of employment, nor does eligibility for bonus in this current year constitute eligibility in future year(s), except as may be stipulated by applicable law.

The Company, through the Compensation Committee of the Board, reserves the right to modify or terminate this Plan and the procedures set forth herein at any time.

A Participant who believes there is an error in his/her bonus calculation must notify his/her manager within 30 days of a bonus payment date; otherwise, the payment or non-payment to that Participant will be deemed correct.

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**Appendix A**

<b>Employee's Name:</b>	<b>Manager's Name:</b>	<b>Organization:</b>	<b>Date Prepared:</b>
<b>FY17 Compensation</b>	<b>Base Salary: \$XXX</b>	<b>Bonus Target: \$XXX</b>	<b>OTE: \$XXX</b>

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_