

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 21, 2022

ASPEN TECHNOLOGY, INC.

(Exact name of registrant as specified in its charter)

Delaware
*(State or other jurisdiction
of incorporation)*

001-34630
*(Commission
File Number)*

04-2739697
*(I.R.S. Employer
Identification No.)*

20 Crosby Drive,
(Address of principal executive offices)

Bedford, MA

01730
(Zip Code)

Registrant's telephone number, including area code: **(781) 221-6400**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common stock, \$0.10 par value per share	AZPN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934. Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On April 21, 2022, we entered into a letter agreement, or the Transition Agreement, with John W. Hague, who had been serving most recently as our Executive Vice President, Operations, relating to Mr. Hague's intention to retire effective on October 1, 2022. Except as described below, the terms of our existing executive retention agreement with Mr. Hague will remain and continue in effect.

Under the Transition Agreement, Mr. Hague will serve as Executive Vice President, with primary responsibilities to be assigned by our Chief Executive Officer. From April 21, 2022 through October 1, 2022, Mr. Hague's current compensation, annual target bonus opportunity and benefits will continue and his currently outstanding equity grants will continue to vest in accordance with their terms. Mr. Hague will also receive, by no later than May 1, 2022, a restricted stock unit grant with a value of \$500,000, or the Transition RSU, which will vest in 16 equal end-of-quarter installments beginning on June 30, 2022, subject to acceleration of vesting as described below.

In addition, Mr. Hague will be entitled to receive on October 1, 2022 (subject to his continued employment) or on such earlier date as of which his employment is terminated by us without Cause, by him with Good Reason or by reason of his death or Disability (each such capitalized term as defined in the Transition Agreement):

- accelerated vesting in full of his then-outstanding and unvested equity awards, including the Transition RSU but excluding the restricted stock unit award granted to him on October 10, 2021 (which was granted as part of a retention program adopted in connection with the strategic transaction with Emerson Electric Co.); and
- the payments and other benefits set forth in his existing executive retention agreement (except that the vesting of his October 10, 2021 retention grant, as referenced above, will not accelerate);

in each case subject to, among other requirements, Mr. Hague's execution and non-revocation of a release of claims.

The foregoing description of the Transition Agreement is not intended to be complete and is qualified in its entirety by reference to the copy of the Transition Agreement included as Exhibit 10.1 to this report and incorporated in this report by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1 [^]	Letter agreement, dated April 21, 2022, between Aspen Technology, Inc and John Hague
104	Cover Page Interactive Data File (embedded within the XBRL document)

[^] Management contract or compensatory plan or arrangement

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: April 27, 2022

By: /s/ Frederic G. Hammond

Frederic G. Hammond

Senior Vice President, General Counsel and Secretary



April 21, 2022

Mr. John Hague

Dear John:

This letter confirms our agreement on your new role at AspenTech as Executive Vice President of Aspen Technology, Inc. (the "Company"), reporting to the Chief Executive Officer (with primary responsibilities to be assigned by the Chief Executive Officer) effective as of April 21, 2022 and continuing through October 1, 2022 (the "Retirement Date"). This letter agreement sets forth our agreement with respect to your continued employment from and after the date hereof through the Retirement Date (the "Transition Period"). Reference is hereby made to the Amended and Restated Executive Retention Agreement dated as of January, 2019 between you and the Company (as amended hereby, the "ERA"). Capitalized terms used but not defined in this letter agreement and defined in the ERA shall have the respective meanings ascribed to them in the ERA. Except as otherwise provided herein, the terms of the ERA and your rights and obligations thereunder shall remain and continue in effect.

Your employment with the Company will terminate automatically on the Retirement Date and you shall be deemed to have resigned from all positions with the Company at such time. The Retirement Date will be your last day of employment with the Company for all purposes, including for purposes of participation in and coverage under benefit plans and programs sponsored by the Company and its affiliates, except as otherwise provided herein. Following the Retirement Date (or, if earlier, a termination of your employment), you may not represent yourself as being an employee, officer, agent or other representative of the Company or any of its affiliates.

During the Transition Period, you will remain an active employee of the Company and will hold the position and perform the duties assigned to you by the Chief Executive Officer (as described above). While you are employed by the Company during the Transition Period, you will continue to be entitled to the following:

- (a) continued base salary and annual target bonus opportunity at the level currently in effect;
- (b) continued participation in Company benefits, as may be in effect or amended from time to time; and



- (c) continued vesting of your outstanding equity awards in accordance with, and subject to, their terms and conditions (including, for avoidance of doubt, any equity awards scheduled to vest on the Retirement Date).

In addition, you will be entitled to a grant of RSUs with a value of \$500,000 to be made within ten days of the date this letter is signed by both parties, vesting in 16 equal end-of-quarter installments beginning on June 30, 2022 (the "Transition RSU Grant") (it being understood that you will not be eligible for any additional equity grants other than those described in this paragraph).

Upon any termination of your employment during the Transition Period, you will be entitled to (without duplication) any accrued but unpaid compensation and vested benefits specified in clauses (a) through (c) above through the last day of your employment, and the payments and benefits described in Section 4.1(d) of the ERA, including any accrued vacation pay.

In addition, upon (i) your termination of employment on the Retirement Date, if you remain continuously employed with the Company through the Retirement Date, or (ii) the date of a termination of your employment during the Transition Period and prior to the Retirement Date (a) due to your death or Disability, (b) by the Company without Cause, or (c) a resignation by you for Good Reason (as defined below), then (1) the vesting of all of your then-outstanding and unvested Company equity awards (the "Covered Awards") that were granted prior to or following the date of the execution of the Transaction Agreement (including the Transition RSU Grant but not including the retention grant made to you on October 10, 2021 (the "Retention Grant"), which Retention Grant shall vest or be forfeited in accordance with its terms) will accelerate in full and (2) you shall be entitled to the payments and benefits described under Section 4.2(a) of the ERA (except that the Retention Grant shall not vest under Section 4.2(a)(iv) and shall vest or be forfeited solely in accordance with its terms), in each case subject to (x) your compliance with any applicable Proprietary and Confidential Information and Non-competition and Non-solicitation Agreement and your obligations under the ERA and (y) your execution and non-revocation of a release of claims substantially in the same form as the Release described in the ERA within 60 days of the Retirement Date or the applicable termination date. For the avoidance of doubt, during the Transition Period you will remain eligible for the applicable payments and benefits (if any) provided under Section 4 of the ERA, as applicable, subject, in each case, to the terms and conditions stated therein, including your timely execution and non-revocation of the Release described in the ERA; *provided* that in no event shall this letter agreement result in a duplication of payments or benefits with those provided to you under the ERA.

For purposes of this letter agreement, "Good Reason" has the meaning set forth in the ERA; *provided* that Good Reason shall not be deemed to exist for purposes of this letter



agreement unless you have properly provided a Notice of Termination to the Company in the manner described in the ERA and you have otherwise complied with the notice provisions set forth in Section 3 of the ERA (including Sections 3.1 and 3.4 thereof) and Good Reason shall also not be deemed to exist as a result of the change in your position and duties described above.

Notwithstanding anything to the contrary herein or in the ERA, you agree and acknowledge that (i) neither (A) the consummation of the transactions contemplated by the Transaction Agreement and Plan of Merger, dated as of October 10, 2021 (the "Transaction Agreement"), among the Company, Emerson Electric Co. ("Emerson"), EMR Worldwide Inc., Emersub CX, Inc. and Emersub CXI, Inc., as amended or restated from time to time (such transactions, the "Emerson Transactions"), by itself, nor (B) your entry into this Agreement, shall constitute Good Reason for purposes of this letter agreement, the ERA or any similar "good reason" protections under any other employment, severance, retention, compensation or benefit agreement or arrangement between you and the Company or any of its subsidiaries and (ii) the Emerson Transactions, if consummated, shall constitute a Change in Control under Section 1.1(c) of the ERA and shall be the only Change in Control which shall be deemed to occur for purposes of the ERA. In addition, we agree that upon the date upon which the Emerson Transactions are consummated (the "Closing Date"), the ERA is hereby amended so that Section 4.2(a)(iv) shall not result in the acceleration of vesting of the Retention Grant upon your termination of employment. In no event shall anything contained herein or otherwise result in any duplication of any payments or benefits under this letter agreement and the ERA.

You agree that you will not, and you will take reasonable steps to seek to ensure that none of your affiliates, representatives, attorneys or agents will, at any time, either directly or indirectly, (a) defame, disparage, denigrate, criticize or speak poorly about the Company or any of the Company's successors, assigns, subsidiaries, affiliates, directors, officers, employees, representatives, attorneys and agents (including, without limitation, Emerson and its affiliates) (collectively, "Company Affiliates") or (b) disclose, disseminate or provide to any third party any information or material that may harm, disparage, demean or reflect poorly upon or cause injury to the image, reputation or character of the Company or any of the Company Affiliates (subject to applicable law).

The Company agrees to take reasonable steps to seek to ensure that none of the Company's executive officers will, at any time, either directly or indirectly, (a) defame, disparage, denigrate, criticize or speak poorly about you or (b) disclose, disseminate or provide to any third party any information or material that may harm, disparage, demean or reflect poorly upon or cause injury to your image, reputation or character (subject to applicable law).



Both parties understand and agree that truthful information and/or testimony may be provided in response to a court order, subpoena, deposition, testimony under oath, or any legally required process, even if such information would otherwise be in violation of the two immediately preceding paragraphs.

This letter agreement shall inure the benefit of any successors of the Company, and any such successor shall be entitled to the same rights and benefits of the Company under this letter agreement to the same extent that the Company would be entitled to if no such succession had taken place. For the avoidance of doubt, from and after the consummation of the Emerson Transactions, Emersub CX, Inc., a Delaware corporation, which will be renamed "Aspen Technology, Inc.," will be a successor to the Company as described in the foregoing sentence.

This letter agreement, the ERA, the most recent Proprietary and Confidential Information and Non-competition and Non-solicitation Agreement between you and the Company, your Executive Bonus Plan and your equity award agreements from the Company collectively set forth the complete and sole agreement between you and the Company and supersede and replace any and all other agreements or understandings, whether oral or written, between the parties concerning the subject matter hereof. You acknowledge and reaffirm your continuing obligations to the Company under the ERA and the Proprietary and Confidential Information and Non-competition and Non-solicitation Agreement.

Any payments provided for under this letter agreement shall be paid net of any applicable tax withholding required under federal, state or local law.

This letter agreement is intended to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"), and this letter agreement shall, to the extent practicable, be construed in accordance therewith.

This letter agreement shall be governed by the laws of the Commonwealth of Massachusetts. This letter agreement may not be modified or amended except by a written instrument executed by both parties. This letter agreement does not modify the at-will nature of your employment.

If the terms of this letter agreement are acceptable, please sign this letter agreement and return it to me by April 22, 2022.

We look forward to a mutually satisfactory Transition Period and wish you the best in your future endeavors.



ASPEN TECHNOLOGY, INC.

By: 
Antonio J. Pietri
President and Chief Executive Officer

ACCEPTED AND AGREED:


John Hague

