THIS IS A SOFTWARE LICENSE AGREEMENT between SIMULATIONS PLUS, INC., a California corporation with principal place of business at 42505 10th Street West, Lancaster, California 93534-7059, United States, hereinafter referred to as LICENSOR, and

<div align="center">

Sample Name
Sample Organization/University
Address
City, State, Country, Zip

</div>

hereinafter referred to as LICENSEE. The effective date of this Agreement is Month, Day, Year, hereinafter referred to as the EFFECTIVE DATE.

This LICENSE AGREEMENT shall be on the terms and conditions set forth herein and shall constitute the entire agreement of the parties.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this LICENSE AGREEMENT, hereinafter referred to as Agreement, the parties agree as follows:

1. DEFINITIONS
In this Agreement the following terms shall have the following meanings:

A. "SOFTWARE" is the set of copyrighted, object code computer programs, databases, and support files licensed hereunder known as: GastroPlus™, GastroPlus™ Optimization Module, GastroPlus™ Metabolism and Transporter Module, GastroPlus™ IVIVCPlus™ Module, GastroPlus™ PKPlus™ Module, GastroPlus™ PDPlus™ Module, GastroPlus™ PBPKPlus™ Module, GastroPlus™ ADMET Predictor™ Module, GastroPlus™ DDI Module, GastroPlus™ Additional Dosage Routes Module, GastroPlus™ Biologics Module, ADMET Predictor™, ADMET Modeler™, ADMET Predictor™ Physicochemical and Biopharmaceutical Module, ADMET Predictor™ Toxicity Module, ADMET Predictor™ Metabolism Module, ADMET Predictor™ Simulation Module, ADMET Predictor™ MedChem Module, ADMET Predictor™ Chemistry Module, ClassPharmer™ Basic Module, ClassPharmer™ SAR Module, ClassPharmer™ Design Module, MedChem Studio™ Basic Module, MedChem Studio™ Design Module, MedChem Studio™ SAR Module, MedChem Studio™ ADMET Predictor™ Module, MedChem Designer™ DDDPlus™, DDDPlus™ ADMET Predictor™ Module, MembranePlus™, MembranePlus™ ADMET Predictor™ Module, PKPlus™ and KIWI™.
B. "LICENSED GEOGRAPHIC LOCATION" is the area within the territorial boundaries of the city of Sample City in the state of Sample State.
C. "DESIGNATED CONTACT PERSON" For purposes of this Section 1C the following person is expressly designated as LICENSEE's authorized representative and sole contact person for Support Services as noted in Section 9 hereunder:
D. "AUTHORIZE SOFTWARE" is the process of the exchange of security codes between LICENSOR and LICENSEE that enables SOFTWARE to function in full version mode for a specific time period.
E. "DEAUTHORIZE SOFTWARE" is the process by which LICENSOR and LICENSEE exchange software security codes that render inoperable SOFTWARE licensed to LICENSEE.
F. "LICENSE" means this License Agreement and the rights and obligations which it creates under the United States copyright laws and other applicable state or federal law.
G. "DERIVATIVE" means any computer software program that may be developed containing any part of the SOFTWARE, regardless of the form of the resulting code, the media it is carried on, or its intended use.
H. "DOCUMENTATION" means any SOFTWARE manual and any written or printed technical material provided by LICENSOR with SOFTWARE to explain the operation of SOFTWARE and aid in its use.
I. "TRADE SECRET" means the program structure, logic, data structures, design, processes, procedures, formulae, and algorithms contained in the ordered set of instructions which together constitute SOFTWARE that may be disclosed by either SOFTWARE or DOCUMENTATION. TRADE SECRET does not include information which is publicly known through no fault of LICENSEE or LICENSEE's employees, contractors,

or agents, nor does it include information which is lawfully received by LICENSEE from a third party not bound in a confidential relationship to LICENSOR, nor information disclosed by LICENSOR to a third party without obligation of confidentiality.

2. INTRODUCTION
A. LICENSOR has developed SOFTWARE that it wishes to make available on a nonexclusive basis to interested parties for noncommercial, nonprofit research and teaching purposes only.
B. LICENSEE seeks to obtain a nonexclusive license to SOFTWARE developed by LICENSOR for use by LICENSEE for noncommercial, nonprofit research and teaching purposes only.
C. LICENSOR warrants that it has the right to grant the LICENSE to LICENSEE hereunder.

3. OWNERSHIP OF SOFTWARE
A. An express condition of LICENSE is that LICENSOR shall at all times retain ownership of SOFTWARE recorded on the original media copy or copies and all subsequent copies of SOFTWARE, regardless of the form or media in or on which the original and other copies may subsequently exist. This LICENSE is not a sale of the SOFTWARE data content recorded on LICENSEE's copy or any subsequent copy.

4. GRANT OF LICENSE
A. Subject to the terms and conditions herein, and to all further restrictions, terms and conditions as set forth in LICENSOR's invoice, LICENSOR grants LICENSEE a nonexclusive, nontransferable, limited license to use SOFTWARE in machine-readable form for **noncommercial**, **nonprofit** purposes as a representative of a nonprofit, academic or government institution. Implied licenses are negated.
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5. CERTIFICATION
A. LICENSEE certifies that use of SOFTWARE by LICENSEE, or others designated by LICENSEE, is directly related to research or teaching and that use is strictly for noncommercial purposes where:
   1) the results of such research are not intended for the benefit of a third party
   2) such results are made available to anyone without restriction on use, copying or further distribution, and
   3) any copy of any such result is furnished for no more than the cost of reproduction and shipping.

6. LICENSE TERM
A. This Agreement shall become effective as of the Effective Date and shall continue in effect for two (2) years unless sooner terminated in accordance with provisions of Section 14 herein.

7. GENERAL TERMS

A. LICENSEE agrees that SOFTWARE and DOCUMENTATION are copyrighted by LICENSOR and remain the property of LICENSOR. SOFTWARE is protected under the copyright laws of the United States and equivalent international laws and treaties.

B. LICENSEE shall not disassemble, reverse-engineer, or attempt to disassemble or reverse-engineer any part of SOFTWARE or modify, eliminate or circumvent any security or copy protection in SOFTWARE.

C. LICENSEE shall not copy, allow anyone else to copy, or otherwise reproduce all or any part of SOFTWARE or DOCUMENTATION or translations of DOCUMENTATION without the express written consent of LICENSOR.

D. LICENSEE certifies that during the term of this LICENSE, SOFTWARE shall only be installed on computer(s), server(s), network(s) or processor(s) that are at all times in LICENSEE's full and complete care, custody and control. Should said computer(s), server(s), network(s) or processor(s) cease being at all times in LICENSEE's full and complete care, custody and control, LICENSEE shall immediately notify LICENSOR of same and shall, at LICENSOR's direction, immediately DEAUTHORIZE SOFTWARE.

E. LICENSE excludes any maintenance, training or consulting services with respect to SOFTWARE.

F. This LICENSE contains the entire agreement between the LICENSOR and the LICENSEE relating to the licensing of the SOFTWARE and supersedes all prior oral or written understanding, arrangements, representations or agreements between them relating to the subject matter of this LICENSE. No amendment, variation or discharge of this LICENSE is valid unless accepted in writing by LICENSOR.

G. The failure of LICENSOR to exercise or enforce any rights under this LICENSE shall not amount to a waiver of those rights.

H. The illegality or invalidity of any part of this LICENSE shall not affect the legality or validity of the remainder of it.

I. The terms of this LICENSE may not be amended except by a writing signed by an authorized representative LICENSEE and LICENSOR.

J. Headings included in this LICENSE are for convenience only and are not to be used to interpret the agreement between the parties.

K. Each and all of the provisions of this LICENSE shall be binding upon and shall inure to the benefit of the parties hereto.

L. LICENSOR shall not be liable to LICENSEE for any failure or delay caused by events beyond LICENSOR's reasonable control, including, without limitation, LICENSEE's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.

8. REPORTING

A. LICENSEE shall provide to LICENSOR a written report of LICENSEE's use of SOFTWARE. The report shall include, but not necessarily be limited to, a summary of SOFTWARE use by LICENSEE for research and teaching, and a list of LICENSEE's publications that cite the use of SOFTWARE. The report shall be completed and provided to LICENSOR within 30 days of the date of LICENSE expiration or termination.

9. SUPPORT SERVICES

A. LICENSOR shall provide DESIGNATED CONTACT PERSON with the following SOFTWARE support services during the LICENSE term:
   1) Reasonable access by telephone, fax, web-based or e-mail to LICENSOR's DESIGNATED CONTACT PERSON (up to a maximum of one (1) hour per month) for consultation in the use and operation of SOFTWARE. All support services are provided on an "as is", "where is" basis, and LICENSOR makes no warranties with respect to such support services.

10. INTELLECTUAL PROPERTY

A. SOFTWARE and all associated copyrights and other intellectual property rights are the property of LICENSOR. LICENSEE acquires no title, right or interest in SOFTWARE other than the license granted herein.

11. REFERENCE

A. The following will be cited in any publication or presentation of scientific results based in part or completely on the use of SOFTWARE:

Portions of these results were generated by ™ software provided by Simulations Plus, Inc., Lancaster, California, USA.

12. REPRESENTATION OF AUTHORITY

A. The individuals executing this LICENSE on behalf of LICENSOR and LICENSEE do hereby represent and warrant that they have been and are on the date of this LICENSE authorized by all necessary and appropriate authorities to execute this LICENSE on behalf of their principal.

13. ASSIGNMENT

A. LICENSEE may not sell, lease, rent, loan, assign, sublicense or otherwise transfer, in whole or in part, this LICENSE, the SOFTWARE, DOCUMENTATION or other LICENSOR-provided materials, or any LICENSE rights or obligations granted hereunder, without the prior written consent of LICENSOR.

14. TERMINATION

A. This LICENSE shall terminate automatically, without notice from LICENSOR, if LICENSEE fails to comply with any provision of this LICENSE.

B. LICENSOR may, by notice in writing to LICENSEE, terminate this LICENSE at any time LICENSEE fails to comply with any provision of this LICENSE. Notice may be delivered by postal mail, e-mail or facsimile transmission. On the date of termination of LICENSE specified by LICENSOR, LICENSEE shall cease to use SOFTWARE and shall, at LICENSOR's direction, either destroy or return to LICENSOR, SOFTWARE including DOCUMENTATION together with LICENSEE's written certification that this Section 14B has been complied with in full. In such event, the LICENSE and rights granted hereunder shall expire and LICENSEE shall have no further rights or access to SOFTWARE.

C. On the date of termination of this LICENSE specified by LICENSOR, LICENSEE shall DEAUTHORIZE SOFTWARE.

D. Termination of this LICENSE shall be in addition to and not a waiver of any remedy available to LICENSOR arising from LICENSEE's breach of this LICENSE.

15. CONFIDENTIALITY

A. LICENSEE shall keep confidential any and all design details and functionality about SOFTWARE, or any part thereof, and shall not disclose it to any third party without the express written consent of LICENSOR.

B. LICENSEE's obligations under this Section (15) shall remain in effect for a period of ten (10) years beyond the termination date of this LICENSE.

16. LIMITED WARRANTY

A. LICENSOR warrants the media on which SOFTWARE is provided to be free from defects in materials and workmanship for the LICENSE term. Defective media may be returned for replacement without charge during the LICENSE term unless the media have been damaged by accident or misuse. Any replacement SOFTWARE will be warranted for the remainder of the original LICENSE term.

B. LICENSOR warrants, that at the time of purchase, SOFTWARE substantially conforms to DOCUMENTATION that accompanies it (LICENSOR expressly reserves the right to provide DOCUMENTATION on the same media as SOFTWARE).

C. Any implied warranties are limited to the duration of the express warranties stated in this Section 16. LICENSOR does not warrant that:
   A. SOFTWARE will meet LICENSEE's specific requirements.
   B. Operation of SOFTWARE shall be uninterrupted or error free.
   C. Functions contained in SOFTWARE shall operate in combinations, which may be selected for use by LICENSEE or meet LICENSEE's requirements.

D. LICENSEE assumes complete responsibility for decisions made or actions taken based on information obtained using SOFTWARE. Any statements made concerning the utility of SOFTWARE are not to be construed as expressed or implied warranties.

E. THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SOFTWARE AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY OTHER PARTY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, INCLUDING BUT NOT LIMITED TO ECONOMIC LOSS OF ANY KIND SUCH AS LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFITS OR SAVINGS, COSTS ARISING FROM RELIANCE ON FAULTY OUTPUT, COSTS OF CAPITAL, INJURY TO GOODWILL, LOSS OF PRODUCTIVITY OR LOSS OF OR INJURY TO PROPERTY, REGARDLESS OF WHETHER LICENSOR IS ADVISED, HAS OTHER REASON TO KNOW, OR KNOWS OF THE POSSIBILITY THEREOF. LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR SOFTWARE.

17. JURISDICTION:
This LICENSE shall be construed as having been made in and under the laws of the State of California in the United States of America, and shall be subject to the construction placed upon it by the courts of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth below.

"LICENSOR" **Simulations Plus, Inc.**	**"LICENSEE"**

By: _____   By: _____
              Signature   Signature

_____   _____
          Printed Name   Printed Name

Title: _____   Title: _____

Date: _____   Date: _____