

**SIMULATIONS PLUS
DATA PROCESSING AGREEMENT
DISTRIBUTORS/RESELLERS/SERVICE PROVIDERS**

DEFINITIONS & INTERPRETATION

The following definitions and interpretation apply in this Data Processing Agreement (“DPA”):

The terms "**personal data**", "**controller**", "**processor**", "**process**", "**data subject**", "**personal information**", "**sell**", "**service provider**", "**third party**", and "**use**" shall have the meaning provided in the applicable Data Protection Law and shall be construed accordingly. For general reference, and subject to the foregoing, the terms “personal information” and “personal data“ refers to any information that, directly or indirectly, can identify a living natural person.

“**Agreement**” means the agreement into which this DPA is incorporated or otherwise referenced.

“**Company**” means Simulations Plus, Inc. or the relevant subsidiary within the Simulations Plus group of companies which is a party to the Agreement to which this DPA is incorporated or otherwise referenced or is receiving Services from SUPPLIER under the Agreement.

“**Data Protection Law**” means any applicable national, international, regional, state, province or other personal data privacy and personal data protection laws or regulations in any other territory in which the Services are provided or which are otherwise applicable.

“**Parties**” means the Company and SUPPLIER.

“**Services**” means the services and any products provided by SUPPLIER to Company pursuant to the Agreement.

“**Company Data**” means all personal data/personal information in whatever form or medium which is (i) supplied, or in respect of which access is granted to SUPPLIER (or any approved third party) whether by Company or otherwise in connection with the Agreement, or (ii) produced or generated by or on behalf of SUPPLIER (or any approved third party) in connection with the Agreement.

“**Standard Contractual Clauses**” means the standard EU contractual clauses current at the time this DPA is in effect.

“**Sub-processor**” means a processor third party engaged by SUPPLIER to process Company Data as necessary in connection with SUPPLIER’s performance of the Services.

“**Supervisory Authority**” means any competent data protection or privacy authority in any jurisdiction in which Company Data is processed or used in relation to the Agreement or where SUPPLIER provides the Services.

“**SUPPLIER**” means the party (whether distributor, reseller, or service provider) providing the Services to Company under the Agreement.

Terms and expressions used in this DPA and not defined herein have the meanings assigned to them in the Agreement to which this DPA is attached.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE TERMS OF THE AGREEMENT (OTHER THAN THIS DPA) AND THE TERMS OF THIS DPA, THE TERMS OF THIS DPA WILL PREVAIL.

1. Data Protection

- 1.1 SUPPLIER and Company hereby agree that for the purposes of this DPA and SUPPLIER's processing of the Company Data in connection with the Services, SUPPLIER shall be a processor/ service provider.
- 1.2 The Parties agree the following sets out the information with respect to processing of Company Data by SUPPLIER:

Subject matter, nature and purpose of processing	SUPPLIER processes Company Data in connection with the provision of the Services by SUPPLIER.
Duration of processing	Duration of the Agreement
Type of personal data	Includes any of the following accessed by, provided to, or processed by SUPPLIER during the provision of the Services: <ul style="list-style-type: none"> Names, contact details (e.g., email address, employer, geographical location, phone number), and other personal data/personal information as needed for the Services, of customers, employees, contractors of Company.
Categories of data subjects	<ul style="list-style-type: none"> customers, employees, contractors of Company

1.3 SUPPLIER, acting as processor or service provider, will:

- (a) only process the Company Data in compliance with, and shall not cause itself or Company to be in breach of, Data Protection Law;
- (b) only process the Company Data on the documented instructions of Company as specified in the Agreement and otherwise only to the extent in use, location, and systems, as necessary to perform the Services and its obligations under this Agreement, and maintain records of such processing in accordance with the Agreement or Data Protection Law;
- (c) notify Company in case SUPPLIER is of the opinion that an instruction of Company is not in compliance with Data Protection Law;
- (d) take all reasonable steps to ensure any of its staff who may have access to Company Data are subject to appropriate obligations of confidentiality and restricted use with respect to handling of personal data/personal information, and at all times act in compliance with Data Protection Law and the obligations of SUPPLIER under this DPA;
- (e) implement all appropriate technical and organizational measures (appropriate to the risks presented by the processing of Company Data, which is at least industry standard measures for protection of personal data/personal information in the industry in which the SUPPLIER operates, and as otherwise required by Data Protection Law) to ensure security of the Company Data including protection against unauthorized or unlawful processing (including without limitation unauthorized or unlawful disclosure of, access to and/or alteration of Company Data) and against accidental loss, destruction or damage of Company Data;
- (f) provide Company with co-operation and assistance in performing data protection impact assessments and complying with any data subject rights (including access requests) received by, or on behalf of, Company;
- (g) not transfer and/or disclose any Company Data to any third party without the prior specific written consent of Company and unless permitted by the Agreement or Data Protection Law;
- (h) permit Company, or a third-party auditor acting under Company's direction, to conduct an audit, at times mutually agreeable between the Parties, to assess SUPPLIER's compliance with this DPA and Data Protection Law;
- (i) notify Company in writing (including dataprivacyoffice@simulations-plus.com) without undue delay, but at least within 48 hours, after it becomes aware of any unauthorized or unlawful processing, disclosure of, or access to, Company Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Company Data (a **Data Breach**) and provide Company, as soon as possible, with complete information relating to a Data Breach, including, without limitation, the nature of the Data Breach and estimated duration of the breach, the nature and number of the Company Data affected, the categories and number of data subjects concerned, measures taken or proposed by SUPPLIER to address the Data Breach and the possible adverse effect of the Data Breach, the name and contact details of SUPPLIER's officer supervising the investigation (including facts, logs, effects, investigative steps, conclusions and remedial action taken) of the Data Breach. SUPPLIER shall provide Company with all reasonable assistance in respect of investigation, compliance with Data Protection Law, and remediation of any such Data Breach. Without the prior written authorization of Company, SUPPLIER will not

notify and/or disclose any information relating to a Data Breach to any third party, including but not limited to data subjects and Supervisory Authorities, unless required by applicable law to do so (in which case, and if not prohibited by law, SUPPLIER will provide reasonable notice to Company of such a requirement);

- (j) on termination or expiry of the Agreement, for whatever reason, cease all use of the Company Data and shall, at Company's election, either destroy all Company Data or transfer all Company Data to Company or a nominated third party (in a format and by a method mutually agreed to by the Parties);
 - (k) inform Company immediately of any enquiry, complaint, notice or other communication it receives from any Supervisory Authority or any individual, relating to SUPPLIER's compliance with Data Protection Law in relation to the Agreement. SUPPLIER shall provide all necessary assistance to Company to enable Company to first respond to such enquiries, complaints, notices or other communications and to comply with Data Protection Law;
 - (l) before transferring Company Data outside the jurisdiction of where Company Data was received or otherwise accessed from Company, SUPPLIER will provide Company advance notice by email to dataprivacyoffice@simulations-plus.com, and an opportunity for Company to prohibit such transfer if the Parties do not mutually agree to an alternative to such processing;
 - (m) reasonably cooperate with Company to execute any additional agreements between Company and SUPPLIER to process, including transfer, Company Data as required by Data Protection Law to process Company Data under the Agreement; and
 - (n) use a Sub-processor only as necessary for SUPPLIER to process Company Data for purposes of performing the Services, provided such SUPPLIER executes a written agreement with Sub-processor containing terms at least as protective as this DPA for Company Data, and to comply with SUPPLIER's obligations to Company under this DPA. SUPPLIER shall provide a list of such Sub-processors, if any, to Company at Company's reasonable request.
- 1.4 SUPPLIER shall, immediately on demand, fully indemnify Company and keep Company fully and effectively indemnified against all costs, claims, demands, expenses (including reasonable legal costs and disbursements on a full indemnity basis), losses, actions, proceedings and liabilities of whatsoever nature arising from or incurred by Company in connection with any failure of SUPPLIER or any third party appointed by SUPPLIER to comply with the provisions of this DPA, the Agreement, and Data Protection Law in respect of its processing of Company Data. The Parties agree that the indemnity in this clause is not limited by any monetary cap on liability contained in the Agreement.
- 1.5 SUPPLIER is obligated to provide all reasonable assistance to Company, including but not limited to any reasonable requests to amend this Agreement based on changes in Data Protection Law.
- 1.6 This DPA is not assignable by SUPPLIER without the prior written consent of Company.
- 1.7 For processing of Personal Information of California residents in furtherance of the Agreement, Addendum 1, incorporated herein by reference, applies.
- 1.8 This DPA, in the English language, is the complete agreement between the Parties concerning the subject matter of the DPA. This DPA cannot be modified unless by a written document executed by the Parties.

Addendum 1 ("CPRA Addendum")

Company has employees that are California residents. Performance of the SUPPLIER's obligations under the Agreement may include collection of or access to personal information from such California residents and in that regard, the SUPPLIER shall comply with the California Privacy laws, including the California Privacy Rights Act, and any related regulations or guidance provided by the California Attorney General (together the "CPRA") as a service provider defined in the CPRA. Terms defined in the CPRA, including "Personal Information" and "Business Purposes," carry the same meaning in the CPRA Addendum when referring to the personal information of such California residents. Should any term or condition contained in this CPRA Addendum be inconsistent with any term or condition in the Agreement (including its exhibits), this CPRA Addendum shall control in relation to personal data

privacy and protection matters of such California residents. The SUPPLIER may collect and process such Personal Information on behalf of Company as necessary in the performance of the SUPPLIER's obligations under the Agreement, and shall only process, collect, use, retain, or disclose such Personal Information for the purpose(s) set forth in the Agreement, for the direct business relationship between Company and the SUPPLIER, or in any other way permitted by the CPRA ("Purpose"). The SUPPLIER is prohibited from selling such Personal Information; or sharing, retaining, using, or disclosing such Personal Information other than as necessary to perform the Purpose; or combining such Personal Information with personal information received from another party (including an individual), unless permitted by the CPRA or other applicable law. The SUPPLIER will provide to Company the identity (name and address) of any subcontractor that SUPPLIER uses to process such Personal Information on behalf of or for the benefit of the SUPPLIER. The SUPPLIER is responsible for protecting such Personal Information it processes while in its possession in accordance with the CPRA and shall ensure its employees and permitted subcontractors having access to such Personal Information for the Purpose comply with its obligations under this CPRA Addendum. Company has the right to take reasonable and appropriate steps to ensure that the SUPPLIER is using such Personal Information in a manner consistent with this CPRA Addendum. If the SUPPLIER is unable to comply with this CPRA Addendum or becomes aware of unauthorized use of such Personal Information, it shall notify Company and Company shall have right to take reasonable and appropriate steps to stop and remediate such unauthorized use and to protect such Personal Information, including its right to terminate the Agreement. The SUPPLIER shall reasonably cooperate with Company to respond to a data subject request made by an employee of Company consistent with the timelines set forth for such response by the CPRA.

Last updated 04 October 2022