



SCIENCE + SOFTWARE = SUCCESS

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Email Address:

Academic Institution:

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John DiBella

Authorized Signature

President

Title

Date

Type Authorized Signature

Title

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SCHEDULE A

Data Processing Addendum

This Data Processing Addendum (the "DPA") is an addendum to LICENSE and is applicable between Simulations Plus (the "Data Processor") and the LICENSEE to the LICENSE (the "Data Controller"), (each a "Party", and together the "Parties").

WHEREAS

The LICENSE governs the right for the LICENSEE to use the licensed SOFTWARE, and services related thereto provided by LICENSOR. For purposes of satisfying its obligations under the LICENSE, LICENSOR shall act as a Data Processor on behalf of the LICENSEE. In order to ensure compliance with Personal Data regulations, the Parties have agreed to supplement the LICENSE to set forth the terms and conditions applicable to the Processing of Personal Data by the Data Processor on behalf of the Data Controller.

IT IS AGREED AS FOLLOWS.

1. DEFINITIONS

1.1 In this DPA, capitalized terms shall have the following meanings, unless defined in the LICENSE or otherwise required given the context.

Data Controller - means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; in this DPA, the LICENSEE.

Data Processor - means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller; in this DPA, the LICENSOR.

Data Protection Laws - means, as applicable and binding on either Party or the Services.

a) the GDPR; b) any federal, state, or regional law on personal data protection; and c) any laws that replace, extend, or amend any of the foregoing.

Data Subject - means an identified or identifiable natural person.

DPA - means this Data Protection Addendum.

GDPR - means the General Data Protection Regulation (EU) 2016/679;

Personal Data - has the meaning given in applicable Data Protection Laws, and includes personal information including any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; wherein such Personal Data is transferred to Data Processor by Data Controller.

Personal Data Breach - means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.

Processing - has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including process, processed, processing, and processes).

Sub-Processor - means any agent, subcontractor or other third party (excluding its employees) engaged by the Data Processor for carrying out any processing activities on behalf of Data Controller in respect of the Protected Data.

2. SCOPE

2.1 This DPA only supplements the provisions of the LICENSE in relation to the Processing provided by the Data Processor to the Data Controller pursuant to the LICENSE.

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3. DATA PROCESSING

3.1 The Data Processor agrees to Process the Personal Data in accordance with the terms and conditions set out in this DPA, and in particular the Data Processor undertakes:

3.1.1 to Process the Personal Data only on behalf of the Data Controller and at all times in compliance with the Data Controller's instructions for Data Processor to perform pursuant to the LICENSE, and all applicable data protection laws ("Processing Services");

3.1.2 to ensure that any personnel entrusted with the Processing Services have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

3.1.3 to take technical, physical and organizational measures to ensure the security and confidentiality of the Personal Data and appropriately protect Personal Data Processed on behalf of the Data Controller against misuse and loss;

3.1.4 that it will promptly notify the Data Controller about: (a) any legally binding request for disclosure of the Personal Data by a government authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement or intelligence investigation, (b) any Personal Data Breach affecting the Personal Data processed by Data Processor on behalf of the Data Controller, (c) any request received by Data Processor directly from the Data Subjects (including and Data Subject rights under Data Protection Laws such as the right to access, rectification, deletion, objection, restriction, data transfer); the Data Processor (i) will not respond directly to that request, except to notify the Data Subject that it is acting on behalf of the Data Controller and to furnish the Data Subject with the contact information of the Data Controller, and (ii) taking into account the nature of the Processing, will assist the Data Controller by appropriate technical, physical and organizational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the Data Subject's rights;

3.1.5 to provide commercially reasonable cooperation to the Data Controller to assist the Data Controller comply with its own legal obligations related to Personal Data Processed by Data Processor, such as: notification of a Personal Data Breach to the competent supervisory authority, communication of such Personal Data Breach to the Data Subjects affected and, where applicable, implementation of data protection impact assessments and prior consultations with supervisory authorities, taking into account the nature of the Processing and the information available to the Data Processor;

3.1.6 to make available to the Data Controller all information necessary to prove compliance with the obligations laid out in this DPA and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller as set forth in Section 6; and

3.1.7 that any Processing Services carried out by a Subprocessor will be carried out in accordance with Section 6.

3.2 With respect to the Processing Services, the Data Controller will be responsible for complying with all requirements that apply to it under Data Protection Laws regarding the Processing of Personal Data and the Instructions it issues to the Data Processor. In particular but without prejudice to the generality of the foregoing, the Data Controller acknowledges and agrees that it will be solely responsible for the following: (i) the accuracy, quality, and legality of Personal Data; (ii) complying with all necessary transparency and lawfulness requirements under applicable law for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations from Data Subjects or otherwise; (iii) ensuring the Data Controller has the right to transfer, or provide access to, the Personal Data to the Data Processor and that the Data Controller has provided any required notifications and obtained any required consents and/or authorizations in relation to that transfer or access and, more generally, for Processing in accordance with the terms of the LICENSE (including this DPA); and (iv) ensuring that its Instructions comply with applicable laws. Upon request from the Data Processor, the Data Controller shall provide to the Data Processor within three (3) business days written evidence of such notifications, consents and authorizations. The Data Controller will not input into the Processing Services, or otherwise provide the Data Processor, with any sensitive or special categories of Personal Data, as defined in Data Protection Laws, unless otherwise agreed to separately in writing by the Data Controller. The Data Controller will inform the Data Processor, immediately and without undue delay, if Data Controller is not able to comply with its responsibilities set forth in this DPA.

3.3 The Data Controller authorizes the Data Processor to anonymize the Personal Data Processed pursuant to the LICENSE in order to derive analytics data relating to the use of SOFTWARE and the LICENSOR'S products and services. Further use of the resulting analytical data by the Data Processor is not subject to prior authorization from the Data Controller.

4. INTERNATIONAL DATA TRANSFERS

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4.1 The Data Controller hereby acknowledges and agrees that, for providing the Processing Services under the LICENSE, the Data Processor may transfer and retain Personal Data in the United States of America, and any other country in which the Data Processor is located, for the purpose of providing the Processing Services. Therefore, in the course of the provision of the Processing Services, it may be necessary to transfer Personal Data to the Data Processor located outside of the country of establishment of the Data Controller. If the Data Controller is located in the European Economic Area, UK, or in Switzerland, the Parties undertake to apply the any existing legal mechanism, including the provisions of the Standard Contractual Clauses, for the transfer of Personal Data by the Data Controller (acting as data exporter pursuant to the Standard Contractual Clauses) to the Data Processor (acting as data importer pursuant to the Standard Contractual Clauses).

4.2 If the Parties apply the Standard Contractual Clauses pursuant to Section 4.1, Appendix 1 of the Standard Contractual Clauses shall be applied on the following basis: (a) Data exporter: the Data Controller, (b) Data importer: the Data Processor, (c) Data subjects: personnel of the Data Controller (the LICENSEE), (d) Categories of data: data relating to LICENSEE'S use of SOFTWARE or related services owned, licensed, or managed by the Data Processor, pursuant to the LICENSE, including registration data (i.e., usernames and passwords), (e) Special Categories of Personal Data: N/A, and (f) Processing operations: collection, copy, transfer, storage, modification, deletion and other operations necessary for the Processing Services pursuant to the LICENSE.

4.3 The description of the technical, physical and organizational security measures implemented by the Data Processor acting as data importer for the purpose of Appendix 2 of the Standard Contractual Clauses shall be: physical access controls to facilities, access control to systems, logical access control to data disclosure and data protection control, input control, availability control, and segregation control.

4.4 If the Standard Contractual Clauses are applicable between the Parties pursuant to Section 4.1, their provisions will be deemed incorporated by reference into this DPA, unless the Parties execute the Standard Contractual Clauses as a standalone document pursuant to Section 4.5.

4.5 To the extent required by the applicable data protection regulations, the Parties shall enter into and execute the Standard Contractual Clauses as a separate document.

5. TERMINATION AND RETENTION

5.1 This DPA will become effective upon the effective date of the LICENSE.

5.2 This DPA will terminate automatically upon the later of termination or expiry of (a) the LICENSE or (b) of the Data Processor's obligations in relation to the Processing Services, and such termination shall not require a court order or court proceeding or any other action of the Data Processor, the Data Controller or any third party in order to be effective. Where applicable, on termination of this DPA, the Data Processor shall return to the Data Controller or delete, at the Data Controller's request, all the Data Controller's Personal Data in its possession or under its control. Upon the request of the Data Controller, the Data Processor shall confirm compliance with such obligations in writing and delete all existing copies, unless applicable law requires storage or otherwise permits retention of the Personal Data. Personal Data may be retained for a period of sixty (60) days following termination of the LICENSE, or any other retention period limited to the duration necessary, for Data Processor to perform Processing Services or meet its obligations under applicable law.

5.3 Either Party shall be entitled to terminate this DPA by notice in writing to the other Party if the other Party is in a material or persistent breach of this DPA which, in the case of a breach capable of remedy, shall not have been remedied within thirty (30) working days from the date of receipt by the other Party of a notice from the non-breaching Party identifying the breach and requiring its remedy.

6. APPOINTMENT OF SUBPROCESSORS

6.1 The Data Controller authorizes the Data Processor to use the service of Subprocessors: Amazon AWS (cloud hosting and storage services) and Microsoft Corporation (cloud storage, electronic communications), and as may be notified to Data Controller by Data Processor during the term of the DPA.

7. MISCELLANEOUS PROVISIONS

Software License Agreement for Noncommercial Use

7.1 Amendments or additions to this DPA must be made in writing to be effective. Notwithstanding the foregoing, the Data Processor may, at any time and without notice to Data Controller, change the technical, physical and organizational measures used with the Processing Services, provided such change does not materially impact the security, confidentiality, or integrity of Personal Data.

7.2. References in this DPA to "writing" or "written" includes e-mail communications and certified mail.

7.3 Should any provision of this DPA be or become invalid, this shall not affect the validity of the remaining terms. In the event of invalidation of any provision of this DPA, the Parties shall, in any case, endeavor, in good faith, to replace the invalidated provision by another one, enforceable, valid and legal, having to the greatest possible extent a legal impact equal or equivalent to the one of the initial provision.

7.4 This DPA is governed by the same governing law as the LICENSE.