LICENSE AGREEMENT STATA 16

(a) Single-User License Grant. This Section 2.2(a) applies only to an individual Customer whose License Type is "Single User". The License Type is indicated on the back of the User License Key issued to the Customer under the terms of this Agreement as specified in the "License Record". A "Single User" license is for a named individual who is personally identifiable, and when used, is for the purpose of personal use only. Licenses for use by an individual who is not personally identifiable as a "Single User" are not covered by this Agreement. A "Single User" license is for the purpose of personal use only. Licenses for use by an individual who is not personally identifiable as a "Single User" are not covered by this Agreement.

(b) Concurrent User License Grant. This Section 2.2(b) applies only to a Customer who is using the Program on a concurrent-use basis. The Program may be used on only one computer at a time. Each "Concurrent User" license is for the purpose of personal use only. Licenses for use by an individual who is not personally identifiable as a "Single User" are not covered by this Agreement.

(c) Student Lab License Grant. This Section 2.2(c) applies only to a Customer whose License Type is "Student Lab". A "Student Lab" license is for the purpose of educational use only. Licenses for use by an individual who is not personally identifiable as a "Single User" are not covered by this Agreement.

(d) Research License Grant. This Section 2.2(d) applies only to a Customer whose License Type is "Research". A "Research" license is for the purpose of specific, non-commercial research, development, and education purposes. Licenses for use by an individual who is not personally identifiable as a "Single User" are not covered by this Agreement.

(e) License Term. This Agreement is effective on the date of Acceptance, and will continue until terminated in accordance with the terms of this Agreement.

(f) Termination. This Agreement will terminate immediately if the Customer fails to comply with any of the terms of this Agreement. If this Agreement is terminated, the Customer must immediately destroy all copies of the Program and related documentation, and all copies of any part thereof used by the Customer.

(g) Limitation on Reverse Engineering. The Customer shall not reverse engineer, decompile, or disassemble the Program, except as expressly permitted by law.

(h) Customer's Obligations. The Customer shall use the Program only as permitted under this Agreement.

(i) Prohibitions. The Customer shall not (i) permit any third party to use the Program; (ii) duplicate, copy, reproduce, or transfer the Program; (iii) sublicense, sell, lease, or otherwise transfer the Program to any third party; or (iv) use the Program in any manner that violates applicable law.

(j) Confidential Information. The Customer acknowledges that the Program, including the user manuals and supporting documentation, is the confidential and proprietary information of StataCorp LLC. The Customer will not disclose or divulge the Program, including the user manuals and supporting documentation, to any third party.

(k) Limitation on Liability. StataCorp LLC shall not be liable for any damages, including lost profits, arising from the use of the Program, even if StataCorp LLC has been advised of the possibility of such damages.

(l) Governing Law. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions.

(m) Dispute Resolution. Any dispute arising out of or related to this Agreement shall be resolved in the County of Harris, State of Texas, United States.

(n) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, agreements, and understandings.

License Period. The "License Period" means (a) the specific, fixed term as set forth in the Agreement, unless otherwise specified in the License Record. The License Period shall begin on the date of Acceptance and shall end on the date specified in the License Record, unless otherwise specified in the Agreement.

License Record. The "License Record" means the information set forth in Section 2.1 of this Agreement, including the License Type and the number of Authorized Users.

License Type. The "License Type" means (a) the type of license granted to the Customer under this Agreement, which may be "Single User", "Concurrent User", "Student Lab", "Research", or any other type of license agreed to by StataCorp LLC and the Customer.

Authorized Users. The "Authorized Users" means the number of Authorized Users as set forth in the License Record.

License Key. The "License Key" means the unique identifier associated with the Customer's license, which is used to activate the Program.

Compliance. The "Compliance" means the Customer's compliance with the terms and conditions of this Agreement.

Customer's Obligations. The "Customer's Obligations" means the obligations of the Customer as set forth in Section 2.6 of this Agreement.

Confidential Information. The "Confidential Information" means the confidential information provided by StataCorp LLC to the Customer under this Agreement.

Documentation. The "Documentation" means the user manuals and supporting documentation provided by StataCorp LLC to the Customer under this Agreement.

License Fee. The "License Fee" means the applicable fee for which Customer is liable under this Agreement.
authorized to install the Licensed Software on an unlimited number of machines as long as the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee is not exceeded.

(iv) Customer Obligations. This Section 2.2(b)(iv) applies to a Customer whose License and Activation Key issued by StataCorp specifies the “License Type” as “Network”, “Computer Server”, or “Student Lab”. Customer is responsible for managing the usage of the Licensed Software to ensure that such usage does not exceed the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee. Customer may add additional Concurrent Authorized Users to Customer’s account for the Licensed Software by placing an order with StataCorp or an Authorized Reseller.

2.3 Documentation License. Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use the Documentation in connection with Customer’s authorized use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of StataCorp. Entity Customer may make the Documentation available on any website or private network administered by the Entity Customer.

2.4 Activation Key. StataCorp shall issue to Customer a License and Activation Key for each copy of the Licensed Software. Customer is entirely responsible for any and all activities that occur under Customer’s account and all charges incurred from use of the copy of the Licensed Software assigned by Serial Number to Customer (e.g., maintenance, support, or license or subscription fee charges). The Licensed Software shall be deemed accepted upon the delivery of the Activation Key to Customer by StataCorp or an Authorized Reseller.

2.5 License to StataCorp Enhancements. Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable, royalty-free license to modify, reproduce, and distribute the StataCorp Enhancements to create Customer Enhancements solely for use with the Software. Customer may distribute the Customer Enhancements to third parties either at no charge or for a fee. THE STATACORP ENHANCEMENTS ARE PROVIDED TO CUSTOMER ON AN ‘AS IS’ AND ‘WHERE IS’ BASIS AND WITHOUT WARRANTY OF ANY KIND. STATACORP AND ITS THIRD-PARTY LICENSORS HEREBY EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE STATACORP ENHANCEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-Party rights.

2.6 License to Customer Enhancements. If Customer submits Customer Enhancements to StataCorp or makes Customer Enhancements generally available for modification, use, or distribution without charge by third parties, Customer grants to StataCorp a perpetual, irrevocable, transferable, royalty-free license to modify, reproduce, and distribute the Customer Enhancements, with the right to sublicense through multiple tiers of distribution. THE CUSTOMER ENHANCEMENTS ARE PROVIDED TO STATACORP ON AN ‘AS IS’ AND ‘WHERE IS’ BASIS and without warranty of any type or kind. CUSTOMER HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE CUSTOMER ENHANCEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-Party rights.

2.7 Restrictions. Customer shall not, nor permit any person (including any Authorized User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights to usage or the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (vi) use the Licensed Software or any system services accessed through the Licensed Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component; or (vii) embed the Licensed Software in any third-party applications, unless otherwise authorized in writing in advance by an officer of StataCorp.

2.8 Ownership. The Licensed Software, StataCorp Enhancements, and Documentation contain copyrighted material and other proprietary material and information of StataCorp and/or its licensors. StataCorp and/or its licensors shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software, StataCorp Enhancements, and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software, StataCorp Enhancements, or Documentation, or any component thereof.

3. TECHNICAL SUPPORT AND UPGRADES AND UPDATES.

3.1 Technical Support. StataCorp agrees to provide Customer with technical support services which include periodic distribution of bug fixes and minor enhancements as Updates scheduled by StataCorp. All registered users of the then-current release of Stata and the previous release of Stata are eligible for free limited technical support. Installation support inquiries by telephone will be accepted by StataCorp during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal StataCorp business hours. StataCorp will attempt to respond to inquiries within the same business day.

3.2 Updates and Upgrades. To receive and use an Upgrade, Customer must pay the applicable fees for that Upgrade and agree to StataCorp’s standard terms and conditions governing the use of that Upgrade. If no such standard terms and conditions are stated by StataCorp, the terms of this Agreement shall apply and the Upgrade shall be deemed Licensed Software. StataCorp will issue a new Activation Key for the Upgrade. For a Single-User license, once StataCorp issues the new Activation Key for an Upgrade version, Customer shall be able to continue to use the prior version of the Licensed Software. For Network, Compute Server, and Student Lab licenses, once StataCorp issues the new Activation Key for an Upgrade, Customer shall be able to continue to use the prior version of the Licensed Software on the condition that the total, combined number of Concurrent Authorized Users who are using the Licensed Software (either the prior version, Upgrade, or both) does not exceed the specific number of Concurrent Authorized Users for which Customer has paid the applicable fee. For a Single-User license, technical support services are provided only for the Customer of the then-current version of the Licensed Software. For any other type of license selected by Customer (i.e., Network, Compute Server, or Student Lab), technical support services are provided only for the Authorized Users of the then-current version of the Licensed Software.

4. Limited warranty; warranty disclaimer.

4.1 Limited Media Warranty. For thirty (30) days from the date of purchase, StataCorp warrants that the media on which the Licensed Software, StataCorp Enhancements, and
5.1 **Term.** If License Period is not for a fixed term, this Agreement shall commence on the Effective Date and shall continue in effect until terminated as set forth below. If the License Period is for a fixed term, this Agreement will commence on the Effective Date and shall continue until the earlier to occur of the expiration of the License Period or the termination of this Agreement as set forth below. In the case of additional Concurrent Authorized Users who are authorized and added after the initial License Fee payment, the term of their usage of the Licensed Software shall be coterminous with the preexisting then-current term. If Customer purchases an Upgrade, the term of the Agreement shall be the specific term set forth in the new License and Activation Key issued for the Upgrade.

5.2 **Termination.** Customer may terminate this Agreement at any time with written notice to Statacorp. Statacorp may terminate this Agreement immediately without notice if Customer breaches any term of this Agreement, including, without limitation, breaching the scope of the license granted or confidentiality obligations under this Agreement.

5.3 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customers pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, for a fixed-term License Period, upon expiration of the License Period, the Activation Key will expire and the Licensed Software will cease to function. Sections 2.5, 2.6, 2.7, 2.8, 4.4, 5.3, 7, 8, 9, 10, and 11 of this Agreement shall survive any expiration or termination of this Agreement.

6. **FEES AND PAYMENT.**

6.1 **Fees and Payment Terms.** Customer licenses the Licensed Software from Statacorp. This Agreement is between Customer and Statacorp solely. The applicable License Fee is specified on the Statacorp Website or in the specific price proposal provided by Statacorp or an Authorized Reseller. The payment terms and conditions for the License Fee payable to Statacorp are specified on the Statacorp invoice or in the specific price proposal provided by Statacorp. The payment terms and conditions for the License Fee payable to an Authorized Reseller are as specified by the specific Authorized Reseller. All fees paid to Statacorp are non-refundable except as explicitly permitted from time to time on the Statacorp Website. Statacorp may terminate this Agreement and invalidate Customer’s Activation Key if the billing or contact information is false, fraudulent, or invalid. Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial, or local government entity or any non-U.S. government entity on the transactions contemplated by this Agreement, excluding taxes based upon Statacorp’s net income. Customer bears sole responsibility for any withholding taxes assessable by any local, state, provincial, or foreign jurisdiction. Should such taxes be deducted from the total amount payable, Customer is still liable for the full License Fee payable to Statacorp.

6.2 **Additional Concurrent Authorized Users Fee.** During the License Period, Customer shall pay to Statacorp or the specific Authorized Reseller the then-current rate for any licenses for additional Concurrent Authorized Users. This fee shall be charged or invoiced to Customer on the date such additional Concurrent Authorized Users are added to Customer’s account.

6.3 **Concurrent Authorized User Accounting.** Customer shall maintain business practices and records necessary to manage the number of Concurrent Authorized Users and compliance with the terms of this Agreement. Statacorp has the right to request usage reports during the License Period and Customer will provide such a report within 30 days of request. If Statacorp determines that Customer has more Concurrent Authorized Users than Customer has paid for, Customer shall immediately pay Statacorp the applicable additional fees.

7. **Confidentiality.**

Customer and Statacorp agree to maintain the confidentiality of any confidential or proprietary information of one party (the “disclosing party”) received by the other party (the “receiving party”) during the term of, or prior to entering into, this Agreement that the receiving party should know is considered confidential or proprietary by the disclosing party based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information (“Confidential Information”). The Licensed Software is copyrighted and shall be deemed Statacorp’s Confidential Information. The Documentation is copyrighted material of Statacorp. This section shall not apply to any information that is or becomes publicly available through no breach of this Agreement by the receiving party or is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party. The foregoing confidentiality obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable the other party to seek a protective order or otherwise limit such disclosure. The receiving party of any Confidential Information of the disclosing party agrees not to
use the disclosing party’s Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party’s Confidential Information with no less than reasonable care. All the disclosing party’s information remains the property of the disclosing party.

8. LIMITATION OF LIABILITY

8.1 Consequential Damages Waiver. IN NO EVENT SHALL STATACORP OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF STATACORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREEUNDER.

8.2 Limitation of Damages. IN NO EVENT SHALL STATACORP’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED: (I) IF THE LICENSED SOFTWARE IS LICENSED FROM STATACORP DIRECTLY, THE LICENSE FEES PAID BY CUSTOMER TO STATACORP FOR THE LICENSED SOFTWARE, OR (II) IF THE LICENSED SOFTWARE IS LICENSED THROUGH AN AUTHORIZED RESELLER, THE LICENSE FEES PAID BY CUSTOMER TO THE APPLICABLE AUTHORIZED RESELLER, AS APPLICABLE. IN NO EVENT WILL STATACORP’S LICENSORS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

8.3 Limitation of Remedies. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREEUNDER.

9. U.S. Government CUSTOMERS.

The Licensed Software under this Agreement is “commercial computer software” as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.111 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

10. ICD-10 USERS.

The World Health Organization (WHO) ICD-10 codes are provided as part of the Licensed Software with the expressed permission and direction of the WHO. The use of ICD-10 with Licensed Software does not imply endorsement of Licensed Software by WHO. The ICD-10 codes shall not be amended, abridged, translated, deleted or in any way changed without the consent of WHO. The ICD-10 codes are for the use of Authorized User. They are not to be reprinted, transmitted or distributed outside of Authorized User's organization in any form or by any means except in summary results of analyses. ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10.

11. GENERAL.

Except as expressly provided herein, Customer may not assign or transfer any of its rights under this Agreement (including its licenses with respect to the Licensed Software and Documentation) without the prior written consent of StataCorp. Unless the Customer is required by statute or regulation to apply the law of a state other than Texas, this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the federal U.S. laws applicable therein, excluding any conflicts of law provisions, and the Customer and StataCorp agree to submit to the personal and exclusive jurisdiction of the courts located in Harris County, Texas. If the statute or regulation applying to the Customer requires the application of a law of a state other than Texas, the parties agree that the terms of this Agreement shall be governed and construed in accordance with the law specified in such statute or regulation, and the Customer shall give written notice of such requirement to StataCorp. The application of such different law shall be effective upon the receipt of such written notice by StataCorp. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible by StataCorp with a provision that comes closest to the meaning of the original provision. This Agreement and the documents referenced in this Agreement constitute the entire agreement between Customer and StataCorp relating to its subject matter and all terms herein and supersede all prior or contemporaneous agreements or understandings.