Stata End-User License Agreement

BY INSTALLING OR USING THE LICENSED SOFTWARE FROM STATACORP LLC ("STATACORP"), THE INDIVIDUAL IF ACTING ON BEHALF OF HIMSELF OR HERSELF ("INDIVIDUAL CUSTOMER") OR THE INDIVIDUAL WHO IS ACTING ON BEHALF OF AN EDUCATIONAL OR NONPROFIT INSTITUTION, GOVERNMENTAL AGENCY, OR OTHER ENTITY ("ENTITY CUSTOMER", THE INDIVIDUAL CUSTOMER AND ENTITY CUSTOMER TOGETHER ARE "CUSTOMER") IS AGREEING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT").

IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT INSTALL, COPY, OR USE THE LICENSED SOFTWARE.

THE "EFFECTIVE DATE" FOR THIS AGREEMENT IS THE DAY CUSTOMER INSTALLS THE SOFTWARE.

1. DEFINITIONS.

"**Activation Key**" means, collectively, the specific Serial Number, code, and authorization for each copy of the Licensed Software issued by StataCorp to Customer.

"**Affiliates**" or "**Affiliate**" means an entity, institution, or organization that controls, is controlled by, or is under common control with another entity, institution, or organization, with at least majority ownership.

"**Authorized Reseller**" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"**Authorized User**" means an employee, contractor, registered student, research assistant, or agent of Entity Customer authorized by Entity Customer to use the Licensed Software.

"**Concurrent Authorized Users**" means Authorized Users who use the software at the same time in accordance with the terms of this Agreement.

"**Confidential Information**" has the meaning set forth in Section 7 of this Agreement.

"**Customer Enhancements**" means enhancements to Stata Special Files in which the copyright is owned by Customer and which are derivative works of the StataCorp Enhancements.

"**Documentation**" means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

"**License Fee**" means the applicable fee for which Customer licenses the Licensed Software.

"**License Period**" means (a) a specific fixed term as set forth in the License and Activation Key or (b) perpetual as set forth in the License and Activation Key, unless Licensed Software is terminated as provided below.

"**Licensed Software**" means the specific software licensed to Customer under the terms of this Agreement (as specified in the License and Activation Key issued to Customer), including any Updates and Upgrades thereto.

"**Serial Number**" means a set of unique characters associated with a specific copy of the Licensed Software issued by StataCorp to Customer (based on the specific configuration and release of the Licensed Software and the license type, license term, and/or number of Concurrent Authorized Users).

"**StataCorp Enhancements**" means Stata Special Files or enhancements to Stata Special Files in which the copyright is owned by StataCorp or distributed by StataCorp from time to time. StataCorp Enhancements are not defined as Software.

"**StataCorp Website**" means www.stata.com.

"**Stata Special Files**" are files with file extensions of .ado, .class, .dlg, .idlg, .hlp., .ihlp, .mata, .mnu, .scheme, .sthlp, or .style. These files may be modified and distributed by the Customer pursuant to the terms and conditions of this license.

"**Update**" means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

"**Upgrade**" means a subsequent version of the Licensed Software that StataCorp designates as a new release and makes generally commercially available or a different edition of the Licensed Software that StataCorp makes generally commercially available.

2. LICENSE AND ACTIVATION KEY, LICENSE GRANTS, AND OWNERSHIP.

2.1 License and Activation Key. StataCorp shall issue Customer a "License and Activation Key" via email, fax, postal mail, or courier (e.g., FedEx, UPS, DHL) that sets forth the specific Licensed Software, the specific number of Concurrent Authorized Users for Entity Customers, and the Activation Key associated with the Licensed Software (the License and Activation Key). The License and Activation Key is hereby incorporated by reference into this Agreement. Certain of the licenses in Section 2.2(b) permit use by Authorized Users of Entity Customer and the Entity Customer is responsible for compliance of all such Authorized Users with the Agreement and shall be liable for the breach of the terms of this Agreement by such Authorized Users.

2.2 Licenses.

(a) Single-User License Grant. This Section 2.2(a) applies only to an Individual Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Single User". A Single-User license is for a named individual who is identified as the only Authorized User. 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 Licensed Software, in object-code form only, solely for Customer's internal business, research, or educational purposes, and solely by the Individual Customer.

(b) Concurrent Authorized-User License Grant.

(i) Network License Grant – Licensed Software. This Section 2.2(b) (i) applies only to a Customer whose License

Stata End-User License Agreement

and Activation Key issued by StataCorp specifies the "License Type" as "Network". 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 Licensed Software, in object-code form only, within a single local geographic location or physical site solely for Customer's internal business, research, or educational purposes. Customer is authorized by StataCorp to install the Licensed Software on an unlimited number of machines as long as Customer has a site license agreement with StataCorp authorizing this, or as long as the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee is not exceeded.

(ii) <u>Compute-Server License Grant – Licensed Software</u>. This Section 2.2(b) (ii) applies only to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Compute Server". 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 and execute the Licensed Software, in object-code form only, installed on a single compute server solely for Customer's internal business, research, or educational purposes. Customer is authorized by StataCorp to install the Licensed Software on only one compute server or one node of a cluster solely for the use of the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee.

(iii) <u>Student Lab License Grant – Licensed Software</u>. This Section 2.2(b) (iii) applies only to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Student Lab". 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 Licensed Software, in object-code form only, solely in an educational student lab environment (including virtual lab environments) for teaching purposes (but <u>not</u> for research purposes) within a degree-granting institution. Customer is 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) <u>Customer Obligations</u>. This Section 2.2(b) (iv) applies to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Network", "Compute 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 <u>Documentation License</u>. 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 <u>Activation Key</u>. 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 <u>License to StataCorp Enhancements.</u> Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable, royalty-free license, without the right to sublicense, to use the StataCorp Enhancements solely with the Software for Customer's internal business, research, or educational purposes. In addition, 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 TYPE OR 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 <u>License to Customer Enhancements.</u> 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 <u>Restrictions</u>. 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 or usage to 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

Stata End-User License Agreement

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 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 until any License Period has expired. 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 and until any License Period has expired. 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 Documentation is furnished shall be free from defects in material and faulty workmanship. Customer may return for replacement, without charge, any media that fails to meet this limited media warranty to StataCorp or the dealer from whom the Licensed Software (and StataCorp Enhancements) was purchased, as applicable, within the 30-day period. StataCorp or the applicable dealer will not be responsible for replacing any media that contains defects due to Customer's misuse. THE FOREGOING IS CUSTOMER'S SOLE REMEDY, AND STATACORP'S SOLE OBLIGATION, WITH RESPECT TO A BREACH OF THE LIMITED MEDIA WARRANTY.

4.2 Performance Warranty. StataCorp represents and warrants for a period of 90 days from the date of the order that the Licensed Software substantially conforms to the functional specifications in the Stata Reference Manual. StataCorp will repair or replace the Licensed Software if this warranty is breached unless it cannot do so within a reasonable period of time, then StataCorp will refund the fee paid for that license under the order (this Agreement will then terminate). Customer must notify StataCorp during the warranty period or 30 days after it ends of any alleged breach of the warranty. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDY AND STATACORP'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY.

4.3 No Disabling Code. With respect to the Licensed Software (including any Updates or Upgrades) and as of the date of delivery, StataCorp represents and warrants that (i) it has used commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses, and (ii) it has not inserted any Disabling Code. "**Disabling Code**" means computer code inserted by StataCorp that is not addressed in the Documentation and that is designed to delete, interfere with, or disable the normal operation of the Products. This Disabling Code warranty does not apply to StataCorp passwords necessary for the operation of the Licensed Software, to the Licensed Software's Activation Key requirement, or for any use by Customer outside the scope of the license.

4.4 No Warranty. EXCEPT FOR THE WARRANTIES ABOVE, THE LICENSED SOFTWARE, DOCUMENTATION, AND SUPPORT SERVICES ARE PROVIDED TO CUSTOMER ON AN 'AS IS' AND 'WHERE IS' BASIS AND WITHOUT WARRANTY OF ANY TYPE OR KIND. STATACORP HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ON BEHALF OF ITSELF AND ITS LICENSORS ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Stata End-User License Agreement

5. <u>TERM AND TERMINATION</u>.

    5.1 <u>Term</u>. 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 <u>Termination</u>. 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 <u>Effect of Expiration or Termination</u>. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer 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. <u>FEES AND PAYMENT</u>.

    6.1 <u>Fees and Payment Terms</u>. 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. StataCorp will not collect, and Customer will not pay, any sales tax for which a valid and properly completed sales tax exemption or resale certificate is provided. 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 <u>Additional Concurrent Authorized Users Fee</u>. 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 <u>Concurrent Authorized User Accounting</u>. 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. <u>CONFIDENTIALITY</u>.

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.

Stata End-User License Agreement

8. <u>LIMITATION OF LIABILITY</u>.

   8.1 <u>Consequential Damages Waiver</u>. 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 HEREUNDER.

   8.2 <u>Limitation of Damages</u>. 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 <u>Limitation of Remedies</u>. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

9. <u>U.S. GOVERNMENT CUSTOMERS</u>.

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. <u>ICD-10 USERS</u>.

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 any 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 reproduced, 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. <u>GOVERNING LAW AND JURISDICTION</u>.

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.

12. <u>GENERAL</u>.

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. 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. This Agreement may be modified or changed in writing signed by authorized representatives of Customer and StataCorp. Notices hereunder shall be in writing and addressed to Customer at the address provided when purchasing this license or, in the case of StataCorp, when addressed to StataCorp LLC, Attn: Vice President, Finance and Operations, 4905 Lakeway Drive, College Station, Texas 77845, USA.