

# StataCorp LLC Purchase Terms and Conditions

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## 1. GENERAL

- 1.1. In these Terms and Conditions of Purchase ("Purchase Terms"):
  - 1.1.1. "Customer" means either an Individual Customer or Entity Customer.
  - 1.1.2. "Individual Customer" means an individual if acting on behalf of himself or herself.
  - 1.1.3. "Entity Customer" means an individual who is acting on behalf of an educational or nonprofit institution, governmental agency, or other legal entity.
  - 1.1.4. "StataCorp" means StataCorp LLC with its registered office at 4905 Lakeway Drive, College Station, TX 77845.
  - 1.1.5. "Product" means any StataCorp software program, product, or service furnished to Customer subject to the applicable end-user license agreement or terms of use as set forth by StataCorp.
- 1.2. Customer accepts these Purchase Terms by placing an order for Product with StataCorp.

## 2. ORDER PLACEMENT AND ACCEPTANCE

- 2.1. Customer may place an order with StataCorp:
  - 2.1.1. online through the StataCorp website shopping cart at <https://www.stata.com/order/>,
  - 2.1.2. online through the StataCorp website purchase order submission page at <https://www.stata.com/order/purchase-order/>, and
  - 2.1.3. by phone <https://www.stata.com/company/contact/>.
- 2.2. Order details shall be in English.
- 2.3. Any order is not binding upon StataCorp until accepted by StataCorp. Acceptance of an order will require the following:
  - 2.3.1. payment terms in accordance with Section 3 below;
  - 2.3.2. correct pricing and/or product description on purchase order; and
  - 2.3.3. complete and valid order details, including email address for electronic delivery, address for physical delivery, Customer billing address, and phone number, among others.
- 2.4. StataCorp objects to and rejects any changes or additional or different terms (contained in a purchase order accepted by StataCorp, or otherwise), and no such terms will change these Purchase Terms or the terms of the End-User License Agreement ("EULA").
- 2.5. No StataCorp employee or agent has the authority to modify these Purchase Terms verbally.

## 3. FEES AND PAYMENT TERMS

- 3.1. StataCorp sets prices and accepts payments for its Products in the following currency: USD. Prices are subject to change by StataCorp.
- 3.2. StataCorp accepts major debit and credit cards (collectively, "payment cards"). StataCorp is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.
- 3.3. StataCorp will automatically renew annual licenses every 12 months when Customer selects the auto renew option. StataCorp will charge Customer's credit card on file two weeks prior to each annual renewal date unless Customer contacts StataCorp to cancel the auto renew option.

- 3.4. Prepayment is required on all orders. Payment terms may be offered at the sole discretion of StataCorp. If StataCorp chooses to offer payment terms, then payment is due within 30 days of invoice date.
- 3.5. If Customer fails to make any payment when due, StataCorp reserves the right to request the return of the Product and revoke the license and activation key or redemption code. In the event of non-payment, Customer agrees to pay StataCorp's reasonable attorney fees and court costs, if any, incurred by StataCorp to collect payment.

#### 4. PRODUCT DELIVERY

- 4.1. Any details necessary to enable Customer to download and/or use the purchased Product (including license and activation key or redemption code where applicable) will be delivered by StataCorp to Customer.
- 4.2. For any Product that requires download, Customer is responsible for providing a valid email address.
- 4.3. For any Product that requires a physical delivery, Customer is responsible for providing a valid physical address.

#### 5. TAXES AND DEDUCTIONS

- 5.1. Product prices do not include any national, state, or local sales, use, value added, or other taxes. 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-US Government on the purchase order, excluding taxes based upon StataCorp's net income.
- 5.2. 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 total invoice amount payable to StataCorp
- 5.3. Customers in Arizona, Colorado, Connecticut, District of Columbia, Illinois, Indiana, Kentucky, Massachusetts, Michigan, Minnesota, North Carolina, New Jersey, New York, Ohio, Pennsylvania, Texas, Utah, Virginia, Washington, and Wisconsin must pay sales tax unless they are tax exempt. Tax-exempt certificates may be submitted to [service@stata.com](mailto:service@stata.com). For returns, sales tax on the shipping charge is nonrefundable.
- 5.4. Purchases from countries outside of the U.S. may be subject to a form of sales tax, such as value added tax. Taxable customers are responsible for providing a valid tax identification number, if any.

#### 6. RETURNS AND REFUND

- 6.1. Any refund request following the Product purchase date will be subject to the prior authorization by StataCorp and acceptance of such request shall be at the sole discretion of StataCorp.
- 6.2. The current StataCorp return policy is made available on the StataCorp website at <https://www.stata.com/order/return-policy/>.
- 6.3. Any shipping charges, additional duties, or fees will be deducted from any refund owed to Customer.

#### 7. EXPORT CONTROL

- 7.1. In accordance with the U.S. Export Administration Regulations ("EAR"), StataCorp Products typically fall under the Export Control Classification Number (ECCN) EAR99;
- 7.2. StataCorp may reject orders where prohibited by law.

#### 8. LIMITATION OF LIABILITY.

- 8.1. Consequential Damages Waiver.

8.1.1. IN NO EVENT SHALL STATAcorp HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASES GOVERNED BY THESE TERMS AND CONDITIONS, 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. Limitation of Damages.

8.2.1. IN NO EVENT SHALL STATAcorp'S LIABILITY ARISING OUT OF OR RELATED TO THIS PURCHASE EXCEED: (I) FEES PAID BY CUSTOMER TO STATAcorp FOR THE PRODUCT.

9. END-USER LICENSE AGREEMENT

9.1. The StataCorp End-User License Agreement ("EULA") shall govern all use of the Stata software. The EULA is available on the StataCorp website at <https://www.stata.com/order/end-user-license-agreement/>. All orders referenced in the EULA are governed by these Purchase Terms.

10. MISCELLANEOUS

10.1. 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.

10.2. These Purchase Terms, the EULA, and any terms of use applicable to Product are subject to change by StataCorp upon notice on the StataCorp website at [www.stata.com](http://www.stata.com).

For any questions regarding these Purchase Terms, please contact StataCorp LLC at:

Address: 4905 Lakeway Drive, College Station, TX 77845

Phone: (979) 696-4600

Email: [service@stata.com](mailto:service@stata.com)

Revised April 1, 2020