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For purposes of this Section 15(D), (i) a "Change of Control" shall include, but not be limited to, any merger, consolidation, amalgamation, reorganization or sale, transfer or exchange of the capital stock or equity interests of Licensee in a transaction or series of transactions which results in the holders of Licensee's capital stock or equity interests holding less than fifty percent (50%) of the outstanding capital stock or equity interests immediately following such transaction(s); and (ii) "Merger" refers to any merger in which the Licensee participates, regardless of whether it is the surviving or disappearing entity. Further, you may not delegate any performance under this Agreement without Licensor's express written consent. Any purported assignment of rights or delegation of performance in violation of this Section 16(D) is void. Licensor may assign its rights and obligations under this Agreement (in whole or in part) without your consent. (E) Any amendment of this EULA must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under this EULA by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of this EULA will constitute a waiver of any prior or subsequent breach of this EULA. (F) This EULA, and all disputes arising out of or relating to this EULA, shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina excluding (i) its conflicts or choice of law rules; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act, or any version, adopted by any state. 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