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C. **Governing Laws and Venue.** This Agreement and performance under this Agreement shall be governed exclusively by the laws of the State of Texas, without regard to any considerations of conflicts of law. **FOR ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF THE STATE AND FEDERAL COURTS IN COLLIN COUNTY, TEXAS. ALL SUCH ACTIONS SHALL BE TRIED BY THE COURT SITTING WITHOUT A JURY AND THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY.** In connection with all actions or proceedings in which the Company prevails against Licensee, the Company shall be entitled to recovery of its costs and expenses, including reasonable attorneys' fees.

D. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

E. **Assignment.** Licensee may not assign, sublicense, or otherwise transfer, without the prior written consent of Licensor, Licensee's rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, and any purported attempt to do so is void and of no effect.

F. **Waiver.** The delay or failure of the Company to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of such right or any further right under this Agreement.

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