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v. Neither Baxter nor FDB shall have any liability for any changes made by End User to the content of the Software. End User assumes full responsibility for any and all changes that it may make to any portions of such content in the Software.

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8. INDEMNITY. You hereby agree to indemnify, defend and hold the Company, its affiliates and FDB, and their respective employees, officers and directors harmless from and against any and all third party claims, suits, actions, investigations, proceedings, liability, loss, damage, or demands, and all related costs, penalties, interest, or expenses (including reasonable attorneys' fees) at all levels of litigation or other proceedings which may be sustained or incurred by Baxter or any Baxter representative relating to or arising from (i) bodily injury, property damage or any other damage or injury allegedly caused by, in whole or in part, or contributed by End User's breach of its representations or warranties in this EULA; (ii) claims premised on strict liability theories or on any negligent acts or omissions or willful misconduct of End Users and its employees and agents acting under its control or

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10. TRANSFER. You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or the Software. Any assignment or transfer in violation of this Section shall be null and void.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings..

12. GOVERNING LAW; EXCLUSIVE VENUE FOR LITIGATION. This Agreement shall be governed by the laws of the State of Illinois, without regard to conflicts of law provisions. You and Company both consent to the exclusive jurisdiction of the state and federal courts sitting in Chicago, Illinois.

13. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL SALE OF GOODS. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

14. SEVERABILITY; WAIVER. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the applicable provision shall be modified to the extent necessary to render it enforceable without losing its intent or severed from this Agreement if no applicable modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive the applicable term or condition or any subsequent breach thereof.