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11. No partnership, joint venture, distributorship or other business organization or relationship of any kind is established or intended to be established other than provided herein, by this Agreement. Licensor and Licensee agree that each is independent of the other and neither shall represent to any third party that it is the agent or representative of the other.

12. This Agreement is the complete and exclusive statement of the understanding between the parties, with respect to the subject matter, superseding all prior agreements, representations, statements and proposals, oral or written. Neither party may assign this Agreement by operation of law or otherwise without the prior written consent of the other party and any purported assignment in violation hereof shall be null and void.

13. All modifications and amendments to this Agreement shall be in writing and agreed to by both parties.

14. All provisions of this Agreement relating to the protection or non-disclosure of confidential and proprietary information shall survive the expiration and termination of the Agreement and shall remain in full force and effect
15. Licensee warrants that its representative is authorized to enter into this Agreement.

16. The parties agree that this Agreement shall be governed by the laws of the State of Illinois and the exclusive jurisdiction and venue for any actions arising from or relating to this Agreement or a breach of this Agreement shall be a federal or state court in the State of Illinois.