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- 11. GOVERNING LAW/JURISDICTION. This Agreement will be governed by and construed in accordance with the laws of the State of California and the United States, without giving effect to the conflict of laws' provisions of California or your actual state or country of residence. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement under the laws of any country. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect. Without limiting its rights and remedies at law and equity, Trend Micro shall have the right to seek an injunction and similar equitable relief in any appropriate forum to stop and/or prevent any unauthorized use or distribution of the Application and/or intellectual property rights contained in the Application.
- 12. GENERAL. This Agreement is the entire agreement between you and Trend Micro and supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this Agreement. In the event that any provision of this Agreement is found invalid, that finding will not affect the validity of the remaining parts of this Agreement. Trend Micro may assign or subcontract some or all of its obligations under this Agreement to qualified third parties or its affiliates and/or subsidiaries, provided that no such assignment or subcontract shall relieve Trend Micro of its obligations under this Agreement.
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