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This EULA is effective until it is terminated. This EULA will terminate automatically if you fail to comply with any terms and conditions provided herein. You may also terminate this EULA at any time by uninstalling and destroying the Licensed Software (including, for clarity, the Derivatives) and any copies thereof. Upon termination hereof, you shall stop all use of the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and destroy the Licensed Software (including, for clarity, the Derivatives) and any copies thereof, and the rights and licensed granted to you hereunder shall terminate. Section 1 and Sections 3 through 12 hereof shall survive any termination or expiration hereof.

10. Governing Law and Venue.

This EULA will be governed by and construed in accordance with the laws of Japan, without regard to conflicts of laws rules. The Tokyo District Court in Japan shall have exclusive jurisdiction over all disputes relating to this EULA. Each of the parties hereby irrevocably waives any objection they may now or hereafter have as to the venue of any such action or proceeding brought in such court, including, but not limited to, any objection that such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions hereof, the prevailing party shall be entitled to recover all costs of litigation, including actual attorneys' fees, related incidental expenses, and court costs.

11. Injunctive Relief.

The parties agree that, notwithstanding anything to the contrary herein, in the event of a Licensee breach or threatened breach of Sections 2 (License; Restrictions) or 6 (Confidentiality), Renesas will suffer immediate, irreparable harm for which recovery of monetary damages will be inadequate. Renesas may therefore enforce Sections 2 or 6 of this Agreement by seeking injunctive or other equitable remedies, in addition to available legal remedies, without the necessity of bond or proving actual damages to the extent of applicable law, before any court of competent jurisdiction at any time.

12. General Provisions.

If any part hereof is found void or unenforceable, it will not affect the validity of the balance hereof, which shall remain valid and enforceable according to its terms. This EULA may only be modified by a writing signed by an authorized officer of you and Renesas. Updates may be licensed to you by Renesas

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