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This EULA will be governed by and construed in accordance with the laws of People's Republic of China, without regard to conflicts of laws rules. Both Parties agree that any dispute arising out of or in connection with the performance or the interpretation of this EULA, which the Parties cannot settle amicably, shall be finally settled by the Shanghai International Economic and Trade Arbitration Commission in accordance with its then existing rules. Any decision resulting from such arbitration shall be final and binding upon the Parties.

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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 EULA 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.

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