

# Lightning Review License Agreement (“Agreement”)

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Lightning Review (“Product”) is licensed to you only if you agree to the license agreement described below. BY INSTALLING THIS PRODUCT, YOU ARE DEEMED TO HAVE ACCEPTED ALL THE TERMS IN THE AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT USE THIS PRODUCT.

## 1. Scope of license grant (applicable for all editions)

1. DENSO CREATE INC. (“we”, “us” or “our”) grants you the license to use this Product, subject to your agreement to all these terms. You cannot use the Product if you do not accept the terms of this Agreement.
2. Scope of license varies for each edition of this Product, as described in Section 2 below.
3. You need internet connection to activate the Product Key and/or to update this Product. You need to bear the cost for such connection.
4. Upon expiration of the License Term as set out in Section 2, this Product will be disabled.
5. You may duplicate this Product only for archival back-up purposes.
6. We may provide a new version of the Product at our discretion. When this Product is updated and thereby changed, this Agreement applies to such updated Product. The license and the support services described in Section 8 (“Support Services”) for the original version of the Product shall be terminated.
7. User registration is required to use this product. The registered user information can be changed in the manner separately specified by our company. The registered user information can be changed according to the method specified by our company.

## 2. Scope of license grant for each edition

The Product is available in the following three editions: (i) Evaluation Edition; (ii) Standard Edition; and (iii) Free Edition. Each of the following terms applies to each edition of this Product.

### 1. Evaluation Edition

1. License Term is 60 days. After such 60-day period, this edition automatically becomes Free Edition and the terms in item (3) below apply, unless you subscribe to the Lightning Review Standard Edition Subscription Agreement (“Subscription Agreement”).
2. You may not extend the License Term.
3. There is no limit to the number of users.

### 2. Standard Edition

1. You may use this Edition only if you agree to the Subscription Agreement. You may activate the Product Key delivered by us (“Activate” or “Activation”) up to the number of accounts licensed under the Subscription Agreement.
2. You may deactivate a Product Key on a computer to reactivate the same Product Key on another computer.
3. If you have multiple users for a single computer, you need the same number of Accounts as the number of such users. An account cannot be shared by multiple users.
4. The License Term is the term of the Subscription Agreement. After the term of the Subscription Agreement expires, this edition automatically becomes Free Edition and the terms in item (3) below apply.
5. You may extend the License Term by extending the term of Subscription Agreement.

### 3. Free Edition

1. The License Term is the term of this Agreement.
2. There is no limit to the number of users.
3. No Support Services as described in Section 8 is provided.

## 3. Information transmitted by this Product

1. You agree to the following:
  1. For Activation, this Product may transmit information necessary to manage users, computers or Activation to servers that we possess or a third-party subcontractor possesses, and such information can include information that can identify an individual user or computer used by the individual.
  2. We may use such information to confirm the validity of the license and/or to provide Support Services.
2. We manage information identifying an individual, which is collected through the process as described in 3. (1) above and in accordance with Section 9 below.

## 4. Collection and utilization of information

1. We may collect and use information in relation to the utilization of this Product to improve user experience if you agree to such collection.
2. We will not provide to any third party information collected for the purpose of the preceding paragraph.

## 5. Restrictions

1. We retain copyright and any other right in relation to this Product. Unless otherwise permitted in this Agreement, you may not undertake any of the following:
  - Duplicate this product
  - Sell, transfer or lease this Product (including Product Key, license, rights and/or obligations provided under this Agreement) to any third party
  - Modify or reverse engineer this Product
  - Disclose or divulge information related to us that you obtain through the use of this Product.

## 6. Warranty and disclaimer

1. If there are any physical defects (such as damage to electronic media) or the like to this Product attributable to us, the electronic media will be replaced at no additional charge.
2. If this product does not operate properly in accordance with the attached manual, we will provide a corrective program and/or necessary information to you by means that we choose at our discretion. In such instance, the corrective program and/or the necessary information will be part of this Product.
3. UNLESS EXPLICITLY PROVIDED UNDER THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, WARRANTY ON MERCHANTABILITY, LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, WHETHER STATUTORY OR CONTRACT. Furthermore, you are responsible for choosing, installing and using this Product and for the results thereof. We do not assume responsibility for any damages caused by the use of or the inability to use this Product.
4. We may provide sample codes and sample files ("Samples") for your convenience. Such Samples are for reference purposes only, and we disclaim any warranty, whether express or implied, including without

limitation, warranty on marketability or fitness for a particular purpose.

5. You agree that we may change or cease the provision of license of the Product or Support Services without obtaining your prior consent.

## 7. Term of License

1. This Agreement becomes effective when you install the Product and remains effective for one year. Unless either party notifies the other party 30 days before expiration of the current term of the Agreement that the Agreement shall not be renewed, the Agreement shall automatically be renewed for another one-year period.
2. We may immediately terminate this Agreement under any of the following circumstances:
  - You breach the terms hereof, and such breach is not cured despite our demand that you cure such breach within a reasonable period.
  - Your company is dissolved.
  - You became subject of petition for provisional attachment or disposition, compulsory execution or auction.
  - You submit a petition of, or became subject of petition for bankruptcy, civil rehabilitation or corporate reorganization.
  - You are or were in the past an anti-social forces (ASF), such as, but not limited to, a crime syndicate, a member thereof, an affiliate thereof, a corporate racketeer or other equivalent thereof.
  - You invest, loan, provide monetary amount or other services to ASF or have other business relationships with ASF.
  - You have fellowship with ASF.
  - You have any connection of whatever nature with ASF.
3. We disclaim any liability for any damages that may arise due to the termination of this Agreement. Upon termination of this Agreement, you must delete this Product and its duplicates from your computer and any storage medium.

## 8. Support Services

1. Scope of Support Services
  1. Customers using the Evaluation Edition and Standard Edition are entitled to receive the support services listed below from us, subject to Article 2 of this Agreement.
    - Version updates, free of charge
    - Technical support
  2. The technical support is available in Japanese language via email, from 10 am to 4 pm (JST) on our working days (excluding Saturdays, Sundays and our holidays).
2. Restrictions of Support Services Support Services as provided in Article 8 (1) above do not include the following:
  - On-site services
  - Services related to failures caused by the unauthorized use or abuse of the Product, or by other reasons attributable to you or third parties, such as, without limitation, willful misconduct and/or gross negligence, or accidents
  - Services related to troubles caused by acts of God
  - Services related to troubles caused by other products other than the Product
  - Consultation on how to make use of the Product.

3. Confidentiality You or we, when receiving confidential information ("Recipient"), may not disclose such confidential information of the other ("Discloser") to any third party during the term of this Agreement and thereafter, regardless of the termination or expiration hereof. The term "confidential information" does not include the following:
  - Information publicly known prior to the commencement of this Agreement
  - Information publicly known after the commencement of this Agreement, through no wrongful act of the Recipient
  - Information already known to the Recipient prior to the commencement of the Agreement
  - Information lawfully obtained from a third party

## 9. Handling of Personal Information

1. We utilize personal information of users collected in conjunction with the use of the Product ("Personal Information") for the purposes set out below, and you agree to our use of such Personal Information:
  - Registration of your users
  - Activation of the Product or provision of any other services related to the Product
  - Provision of Support Services
2. In addition to the foregoing, you agree that we utilize Personal Information for marketing activities or market survey of our Products
3. You agree that we may disclose Personal Information to external service providers that we use to perform the activities specified in the paragraphs 1 and 2 of this Section.
4. We will implement security measures required by applicable laws and regulations in relation to processing of Personal Information.
5. Request for correction or deletion of Personal Information shall be submitted to us through the contact information indicated below. We will disclose, correct or delete the Personal Information after we confirm that the request is made by the data subject of the Personal Information
  - Contact information: Denso Create Inc. Lightning Review sales contact (Irsales@denso-create.jp)
6. If this Agreement is concluded as a result of our distribution partner's marketing activities, we may jointly utilize your Personal Information collected under this Agreement with such distribution partner.

## 10. General

1. This contract shall be governed by the laws of Japan.
2. Any disputes arising under this Agreement will be submitted in the first instance to the exclusive jurisdiction of the court having jurisdiction in the district of our head office.
3. You must not export, re-export or duplicate this Product in violation of any relevant export control laws, regulations, decrees, etc. If you export this Product, you are responsible for obtaining the necessary licenses in accordance with relevant export control laws, regulations, decrees, or equivalents.
4. For all issues not provided under this Agreement or for all controversies arising in relation to this Agreement, you and we hereby agree to consult in good faith in order to amicably settle such issues or controversies.

5. If there is a difference between this Agreement and the license agreement displayed during the installation of this Product, this Agreement prevails.

(history of updates)

enactment date 9/14/2017

update (v.1) 12/1/2020

update (v.2) 08/02/2023