

Nikkei Online Edition (For Corporate Use) Terms and Conditions of License Sales

Article 1 (Purpose of Terms and Conditions)

1. These Terms and Conditions set forth the terms and conditions of the contract concerning the transaction (hereinafter referred to as "Transaction") made between Nikkei America, Inc. (hereinafter referred to as "Company") and a customer (hereinafter referred to as "Customer") in relation to provision of the license (hereinafter referred to as "License") to the Customer to use the Nikkei Online Edition (For corporate use)(hereinafter referred to as "Service") provided by Nikkei Inc. (hereinafter referred to as "Nikkei") on a continuing basis.
2. The Customer shall be limited to a corporation or an organization having its head office in the country and area listed in Item 2 of Exhibit.
3. These Terms and Conditions shall apply to each individual transaction between the Company and the Customer (hereinafter referred to as "Individual Contract") in common. Specific terms and conditions in each Transaction, such as the type of the Service, number of the License and the starting date of use of the Service, are set forth in each Individual Contract.
4. "Nikkei Online Edition (For Corporate use) Terms of Use" stipulated by Nikkei (hereinafter referred to as "Terms of Use") shall apply to the use of the Service. The Customer is required to agree to the Terms of Use in purchasing the License.
5. In the case where there is any discrepancy in the content provisions among Individual Contract(s), these Terms and Conditions and the Terms of Use, the provisions shall prevail in this order.
6. Time and date contained in these Terms and Conditions shall all be based on Japan Standard Time.

Article 2 (Conclusion of Individual Contract)

1. The types, fees and the periods of use of the Licenses provided by the Company are as per Item 1 of Exhibit.
2. The Customer shall apply for the License by using the application form designated by the Company (hereinafter referred to as "Application Form").
3. Each Individual Contract shall come into effect, when the Company gives notice of its acceptance of an application set forth in the foregoing Clause to the Customer by e-mail or other means.
4. The starting date of use, payment method and due date of the fees shall be determined by consultation between the Company and the Customer after the conclusion of each Individual Contract. After giving the notice of acceptance set forth in the foregoing Clause, the Company will contact the person in charge specified in the Application Form.
5. The initial date for reckoning the period of use of the License shall be the first day of a specific month in the case where the actual starting date of use is the first day of that

month, and otherwise, it shall be the first day of the following month. In the latter case, the Customer can use the Service from the starting date of use to the first day of the following month free of charge.

Article 3 (Alteration and Termination of Individual Contract)

1. The Customer may increase the number of the Licenses at any time during the period of use, however, may not decrease the number of the Licenses or terminate each Individual Contract itself.
2. Each Individual Contract shall automatically be renewed under the same terms and conditions when the period of use of the License(s) expires. In the case where the Customer desires to change the terms and conditions of the Individual Contract, decrease the number of the Licenses, or terminate the Individual Contract, the Customer shall give notice to the Company to that effect by the 20th day of the expiration month of the Period of Use. Such change or termination shall be applied from the following renewal.
3. In the case where the Service becomes unavailable for any reason on the part of the Company or Nikkei, such as discontinuation of the Service itself by Nikkei, Individual Contract(s) shall terminate upon the time, and, money equivalent to the fees for the remaining period shall be refunded.

Article 4 (Payment of Fees)

1. The fee for the License shall accrue from the initial date for reckoning the period of use set forth in Clause 5 of Article 2.
2. The fee shall be prepaid on a monthly basis in principle, and shall not be paid on a pro-rate basis.
3. The Customer shall pay the fee for the License without delay by the payment method specified in the Application Form.
4. In the case where the fee is not paid by the due date, a late payment charge at 14.6% per annum shall be imposed.
5. The Company may change the fees listed in Item 1 of Exhibit by giving prior written notice (including e-mail) to the Customer, provided that new fees shall apply from the following renewal of the Individual Contract.

Article 5 (Support)

1. The Company will support the Customer in using the Service. Please contact the Company about the method of use.
2. Any inquiry concerning newspaper articles and content contained in the Service is first received by the Company from the Customer, and then the Company shall pass on the same to Nikkei.

Article 6 (Termination of Individual Contract)

The Company may terminate any Individual Contract, in the case where any of the following events should occur to the Customer.

- (1) in the case where the Customer breaches these Terms and Conditions, Individual Contract and the Terms of Use, and such breach is not corrected even after a set period of time elapses after receipt of notice;
- (2) in the case where the Customer fails to pay the fee and does not make payment even after the Company gives reminder notice to the Customer;
- (3) in the case where the Company cannot contact the Customer for a long period of time, and the License(s) is not used by the Customer during that period of time;
- (4) in the case where it is recognized that the Customer's financial condition is significantly deteriorated, including filing of a petition for bankruptcy procedures, civil rehabilitation procedures, and corporate reorganization;
- (5) in the case where the Customer is dissolved or liquidated;
- (6) in the case where the Customer commits any act of disloyalty, including interference of operation of the Service, intentional act of defamation of the Company and Nikkei, etc.;
- (7) in the case where there are any other material reasons that make the continuation of Individual Contract(s) difficult.

Article 7 (Trial Use of Service)

1. The Company shall provide the License to use the Service free of charge for 1 (one) month in principle to the Customer who applies for trial use of the Service.
2. Such trial use shall be limited to one time for each type of the Service.

Article 8 (Confidentiality)

1. The Customer and the Company shall hold any confidential information obtained from the other party in relation to the Transaction in strict confidence, and shall not disclose or divulge such confidential information to any third party.
2. The Company and the Customer shall use the confidential information set forth in the foregoing Clause only for the purpose of the Transaction.
3. The obligation of confidentiality set forth in this Article shall survive termination of the Transaction.

Article 9 (Management of Personal Information)

The Customer's personal information obtained by the Company through the Transaction shall be handled in accordance with the Nikkei Online Edition (For Corporate use) Privacy Policy.

Article 10 (Compensation for Damages)

In the case where the Customer or the Company suffers damage attributable to the other party in relation to the Transaction, the Customer or the Company may make a claim against the other

party for compensation for the damage to the extent deemed reasonable and probable.

Article 11 (Exclusion of Antisocial Force)

The Customer and the Company warrant that they are not an antisocial force, they do not have a relationship with an antisocial force, they do not utilize an antisocial force, they do not interfere with business or make any unreasonable request by identifying themselves as an antisocial force, and that the representative, officers and other persons who take substantial control are not a member of an antisocial force.

Article 12 (Prohibited Matters)

1. The Customer and the Company may not assign their contractual status, rights and duty under these Terms and Conditions and Individual Contract(s) to any third party without the written consent of the other party.
2. It is prohibited to assign, lend and pledge the License(s).

Article 13 (Governing Law and Jurisdiction)

These Terms and Conditions and Individual Contract shall be governed by and construed in accordance with the laws of the state of New York, and the New York District Court shall be the court of jurisdiction for any dispute relating to these Terms and Conditions and Individual Contract.

Article 14 (Alteration of Terms and Conditions)

The Company may revise these Terms and Conditions as needed. The Company shall notify to Customer in advance in the case where such change of these Terms and Conditions gives any disadvantages to Customer. The content of revision of these Terms and Conditions shall apply to all Individual Contracts that exist at the time of such revision.

(Established on May 1, 2017)

(Revised on September 1, 2017)

(Revised on November 6, 2017)

(Revised on July 1, 2018)

Exhibit

1. Types and Fees of the Licenses

	Service Targeted for License	Monthly Fee per License (tax excluded)	Period of Use
[1]	Nikkei Online Edition Pro	\$64.00	1 year
[2]	Nikkei Online Edition	\$45.00	1 year
[3]	Nikkei Business Daily Viewer	\$36.00	1 year
[4]	Nikkei MJ Viewer	\$24.00	1 year
[5]	Nikkei Personnel Watch (Option Service)	\$6.00	1 year
[6]	Nikkei Online Edition Group	\$23.00 (minimum purchase: 5 Licenses)	1 year

- * Monthly Fee of Service [3] will be \$18.00 per License if purchased with Service [1] or [2], to the extent of the number of the Licenses to use Services [1] and [2].
- * Monthly Fee of Service [4] will be \$12.00 per License if purchased with Service [1] or [2], to the extent of the number of the Licenses to use Services [1] and [2].
- * Service [5] is an option service of Service [2], and can be purchased to the extent of the number of the Licenses to use Service [2].
- * Minimum purchase of Service [6] is 5 Licenses, with at least 1 License of Service [1].

2. Areas Targeted for the Transaction

AMERICAN SAMOA	HAITI
ANGUILLA	HONDURAS
ANTARCTICA	JAMAICA
ANTIGUA AND BARBUDA	MARTINIQUE
ARGENTINA	MEXICO
ARUBA	MONTSERRAT
BAHAMAS	NETHERLANDS ANTILLES
BARBADOS	NICARAGUA
BELIZE	NORTHERN MARIANA ISLANDS (SAIPAN etc)
BERMUDA	PANAMA
BOLIVIA	PARAGUAY
BRAZIL	PERU
CANADA	PITCAIRN
CAYMAN ISLANDS	PUERTO RICO
CHILE	SAINT BARTHELEMY
COLOMBIA	SAINT KITTS AND NEVIS
COSTA RICA	SAINT LUCIA
CUBA	SAINT MARTIN (FRENCH PART)
DOMINICA	SAINT PIERRE AND MIQUELON
DOMINICAN REPUBLIC	SAINT VINCENT AND THE GRENADINES
ECUADOR	SURINAME
EL SALVADOR	TRINIDAD AND TOBAGO
FALKLAND ISLANDS (MALVINAS)	TURKS AND CAICOS ISLANDS
FRENCH GUIANA	UNITED STATES

GRENADA GUADELOUPE GUAM GUATEMALA GUYANA	UNITED STATES MINOR OUTLYING ISLANDS URUGUAY VENEZUELA, BOLIVARIAN REPUBLIC OF VIRGIN ISLANDS (BRITISH) VIRGIN ISLANDS (U.S.)
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