

SITE LICENCE AGREEMENT

Please read the following Subscription Agreement. If you accept the terms therein indicate this by appending your signature below.

1 Terms and Definitions

1.1 Nikkei Net Interactive (NNI) is a service providing electronic news and information from Nihon Keizai Shimbun, Inc. Subscribers to this service agree to be bound by all terms of this agreement.

1.2 NNI reserves the right to change, suspend or discontinue any part of this service, to impose limits on certain features and to restrict access to any or all features without notice.

1.3 NNI reserves the right to change at its sole discretion the terms of the subscription agreement. Subscribers will be informed in advance of any such change.

1.4 Subscribers who find any changes to the subscription contract unacceptable may cancel their subscriptions by sending written notification to NNI. However, all payments are non-refundable. Should subscribers take no action for two weeks following notification of changes in the agreement, it will constitute acceptance of those changes.

1.5 In the case of a Site License, a group of legitimate users represented by a single subscription are allowed to access NNI, without inputting ID and password, from the terminals connected to the network used by the group. Subscribers are required to inform NNI of IP addresses of the servers through which the group, and only the group, can access NNI.

1.6 In the case of a Site License, however, NNI may not be able to provide full functions of the service. NNI will detail which functions of the service are not available.

2 Privacy of User Information

2.1 NNI may store information provided by subscribers as part of the registration process.

2.2 NNI has the right to provide information on usage and demographics to third parties, but not in forms that disclose subscriber identities or any personal information about individual subscribers.

2.3 NNI agrees not to disclose to any third parties any IP addresses provided by a subscriber.

2.4 NNI may deliver to subscribers by electronic mail information related to the service, such as changes in contents or features, unless the subscriber advises NNI not to do so.

3 Fees and Payment

3.1 Subscribers shall report the number of users represented by the agreement at the time of registration and renewal. NNI sets

the fee for the site license based on the number, and subscribers are required to semiannually pay the six-month fee indicated on Schedule A of the agreement. Any payments are non-refundable.

3.2 Users more than the number reported and prescribed on Schedule A are not allowed to access NNI simultaneously. Should the number of users exceed the number prescribed, a subscriber agrees that NNI has the right to revise the fee at the time of or before renewal.

3.3 NNI reserves the right to change fees and/or payment terms upon advance notice. The changes apply to new subscriptions and renewals of service after notification.

3.4 The six-month term of subscription is automatically renewed unless the subscriber notifies NNI of a cancellation no later than the 14th day of the final month. All subscription fees and other required payments will be billed to the subscriber upon automatic renewal of the subscription at the rates applicable at that time.

3.5 In the case of a Site License, payments shall be made in accordance with the method designated by NNI; subscription fee payments must be completed within the designated period.

3.6 The subscriber is responsible for all fees and charges required to access the service via Internet service providers or other third parties.

3.7 NNI reserves the right to terminate or suspend any subscription if any part of the subscription fee should not be received by NNI for any reason, including but not limited to the fault on the part of credit card companies.

4 Copyrights and Usage Limitations

4.1 All contents of the service are the property of Nihon Keizai Shimbun, Inc. (Nikkei) and protected by copyright and other intellectual property laws and conventions. Contents of the service may be displayed, copied and printed only for personal, noncommercial use by subscribers and users. Subscribers and users agree not to store, reproduce, retransmit, sell, publish, broadcast or distribute any contents of the service, in any form or by any means.

4.2 NNI provides no guarantee of the accuracy of the contents of the service, which may include facts, opinions and/or recommendations of individuals and

organizations. NNI in no way endorses any views, opinions or recommendations contained in the contents of the service, including any advice or recommendations on tax, investment, securities and other financial services.

4.3 NNI provides links to related sites on the World Wide Web deemed of interest to subscribers. NNI takes no responsibility for the availability of such sites, however, or for the accuracy of contents at such sites.

5 Warranties and Liability

5.1 NNI offers no warranty and accepts no liability responsibility for delays, omissions or inaccuracies in the contents of the service.

5.2 Nikkei and NNI cannot and do not guarantee the accuracy, completeness or reliability of any part of the content available through NNI. Nikkei and NNI are not liable to anyone for any loss or injury resulting from use of the service, or for delay or negligence in posting of content. Nikkei and NNI accept absolutely no liability for any decision made or action taken on the basis of NNI content and will not be liable for any damages even if informed of the potential for damages. The subscriber agrees that any liability of Nikkei or NNI connected in any way with the service and its content does not exceed the amount paid by the subscriber to use NNI for the six months preceding any event giving rise to such a claim.

6 Breach of Contract

NNI reserves at its sole discretion the right to terminate or suspend any subscriber's access to the service for breach of the subscription agreement.

7 Governing Law

This subscription agreement is made in Japan and shall be construed and enforced solely in accordance with Japanese law. Should any dispute arise out of or in connection with this agreement, the Tokyo District Court shall have exclusive jurisdiction.

8. Miscellaneous

Nikkei(R), The Nihon Keizai Shimbun(R), Nikkei Stock Average(R), Nikkei 500 Stock Average(R), NEEDS(R), Nikkei Telecom(R), Nikkei English News(R), The Nikkei Weekly(R), Nikkei News Bulletin(R), Nikkei Telecom Biz(R), The Nikkei(R), The Nikkei Journal(R), The Japan Economic Journal(R) are trademarks of Nihon Keizai Shimbun, Inc.

I, the undersigned, hereby agree on the Subscription Agreement above, and also ensure that all members of the company/organization who will access to NNI shall observe the same obligations as the company/organization owes under the agreement except for the payment terms in Section 3.

On behalf of

University of California, San Diego

Signature: _____

Date: 11/1/00

Name: _____

Position: Head, Acquisitions Dept., Library

Nikkei Net Interactive
Electronic Media Bureau, Nihon Keizai Shimbun, Inc.,
1-9-5 Otemachi, Chiyoda-ku, Tokyo 100-8066, Japan.
Tel: 81-3-5255-2581 Fax: 81-3-5255-2631
Email: esupport@nikkei.co.jp

<http://www.nni.nikkei.co.jp/>

a court agreed upon by, and convenient to both parties shall have jurisdiction.