

# NICT Darknet Dataset 2022 – Terms of Use

These Terms of Use (hereinafter referred to as “the Terms” or “these Terms”) stipulate the conditions for provision of the NICT Darknet Dataset 2022 (hereinafter referred to as “the Dataset”) provided by the National Institute of Information and Communications Technology (hereinafter referred to as “the Institute” or “NICT”).

In using this Dataset, the User is required to read and agree to these Terms in their entirety.

In the event of any conflict between the Japanese and English versions of these Terms, the Japanese version shall prevail.

## Article 1 Application and Effectiveness of Individual Terms of Use

1. The purpose of these Terms is to stipulate conditions for provision of the Dataset, and to define the relationship of rights and obligations between the Institute and the User in relation to use of the Dataset. The Terms apply to any and all relationships between the User and the Institute in relation to use of the Dataset.
2. Upon sending an email requesting the Dataset, the User is deemed to have agreed to these Terms.

## Article 2 Method to Use

1. The User may make use of the Dataset via the Terms.
2. The User may make use of the Dataset by means of the following method, by sending an e-mail to the Institute agreeing to these Terms and the Common Terms.  
[The Institute’s e-mail address]  
**csi-ai(at "@" symbol)ml(dot ".")nict(dot ".")go(dot ".")jp**  
\*The subject/title of the e-mail should be “[NICT Cyber Repository] -- NICT Darknet Dataset 2022”.
3. Even when obtaining the User’s personal information in accordance with the provisions of Paragraph 2, the Institute shall only make use of that information within the scope necessary for the provision of the Dataset.

## Article 3 Conditions of Use

1. The User accepts in advance that any and all intellectual property rights (including, but not limited to, rights relating to database copyrights) and administrative privileges relating to the Dataset belong to the Institute; provided, however, that this shall not apply where the Dataset and/or individual items of data constituting part of the Dataset (hereinafter referred to as “the Dataset, etc.”) for which intellectual property rights belong to a third party.
2. The Institute permits the User to make use of the Dataset, etc., for the purpose of the User’s own research (hereinafter referred to as “the Intended Purpose”); provided, however, that without the prior written consent of the Institute, the scope of that which is permitted does not include assignment, distribution, rental, public transmission/broadcasting, or granting of access rights to third parties.
3. The User must not process, analyze, edit, integrate or otherwise make use of the Dataset, etc., for purposes other than the Intended Purpose without the prior written consent of the Institute; and may not disclose, provide or leak the Dataset to a third party (when the User is a legal entity, the definition of “third party” includes subsidiaries and affiliates).

4. Excluding where separately stipulated by laws and regulations, the User does not have the right to demand disclosure, correction, addition or deletion of content, suspension of use, erasure or suspension of provision of the Dataset, etc.
5. When the User publishes or delivers a paper or other document using the Dataset, the following document shall be cited as a source of reference.
  - C. Han, J. Takeuchi, T. Takahashi and D. Inoue, "Dark-TRACER: Early Detection Framework for Malware Activity Based on Anomalous Spatiotemporal Patterns," in IEEE Access, vol. 10, pp. 13038-13058, 2022, doi: 10.1109/ACCESS.2022.3145966.
6. The Institute may publish the name of the User's organization on the Institute's web page or other media.

#### **Article 4 Prohibited Acts**

User shall not conduct any of the acts set forth below when using the Dataset:

- (1) Act that violates or is likely to violate applicable laws, these Terms, or Use Contract;
- (2) Act against public morale and order;
- (3) Act of use with the aim of threatening the security of the State and the nation;
- (4) Act that obstructs or is likely to obstruct the use by other Users;
- (5) Act that causes or is likely to cause a hindrance to the equipment, etc. related to the provision of the Dataset.
- (6) Act that obstructs or is likely to obstruct the provision of the Dataset;
- (7) Act that identifies or specifies or is likely to identify or specify specific individuals by using the Dataset;
- (8) Act that inspects, modifies or alters or is likely to inspect, modify or alter contents of the Dataset, etc. by a method other than the ones approved under these Terms.

#### **Article 5 Management by Users**

The User shall manage and store the Dataset, etc. under the obligation of due care of a prudent manager, and clearly distinguish it as distinct and separate from other information.

#### **Article 6 Discontinuation of Service Provision, etc.**

1. The Institute may suspend or discontinue provision of the Dataset and/or modify the content of the Dataset at any time, and without the prior consent of the User.
2. The Institute shall not accept liability for consequences, including damages or disadvantages incurred by the User as a result of the measures described under the preceding paragraph.

#### **Article 7 Disclaimer**

1. The User makes use of the Dataset at his/her/its own cost and liability, and the Institute shall not accept liability for consequences, including damages or disadvantages incurred by the User as a result of using the Dataset.
2. NICT hereby disclaims the warranty for fitness for particular purpose and the warranty for realization of specific results with respect to the Dataset.
3. NICT hereby disclaims the completeness, accuracy and comprehensiveness of the Dataset and the permanent provision of the Dataset.
4. NICT hereby disclaims the safety of the websites related to the Dataset which are provided by a third party partnered with NICT.
5. NICT hereby disclaims the warranty that User can use the Dataset satisfactorily in any operating system or any web browser, and further disclaims the obligation to

conduct operational verification, improvement or any other action, etc. to provide such warranty.

6. NICT will provide the Dataset on an as-is basis, and therefore hereby disclaims the warranty that the Dataset is free from any bug or defect.

**Article 8 Claim, Etc. by Third Party**

1. Upon occurrence of a complaint, dispute or any other claim (hereinafter referred to as "claim, etc.") from a third party to User in connection with the use of the Dataset, User shall immediately notify NICT in writing of such claim, etc.
2. NICT shall not assume any responsibility for a claim, etc. that occurs between User and a third party in connection with the use of the Dataset, unless such claim, etc. occurs due to a cause attributable to NICT. Further, in the event that a claim, etc. occurs due to a cause attributable to NICT and when NICT has lost an opportunity to appropriately defend such claim, etc. due to User's failure to promptly notify NICT of the occurrence thereof in violation of the provision of the preceding paragraph or due to any other similar reason, NICT shall not assume any responsibility whatsoever for any such claim, etc.

**Article 9 Contact for Inquiries**

Contact details for inquiries in relation to use of the Dataset is as follows.

[The Institute's e-mail address]

**csi-ai(at "@" symbol)ml(dot ".")nict(dot ".")go(dot ".")jp**

**Article 10 Consignment**

NICT may consign to a third party all or a part of affairs related to the provision of the Dataset without consent of User; provided, however, that in such cases, NICT shall responsibly manage such consignee.

**Article 11 Notice**

Notices related to the Dataset, and notices from NICT to User pursuant to these Terms shall be given by email or by the methods specified by NICT. Any such notice shall be deemed to become effective upon transmission thereof from NICT.

**Article 12 Assignment, Etc. of the Status Under Use Contract**

1. User shall not, without the prior written consent of NICT, cause a third party to succeed to the contractual status under Use Contract, or assign or pledge to a third party, or cause to be succeeded to by a third party, all or a part of the rights and obligations under Use Contract.
2. In the event that NICT transfers its research and development division relating to the Dataset to another corporation, NICT may, as a result of such transfer, assign the status under Use Contract and the rights and obligations under these Terms to the transferee, and User hereby agrees in advance to such transfer and assignment under this Paragraph. Such transfer and assignment provided for in this Paragraph shall include any and all cases of transfer and assignment of the research and development division due to restructuring, consolidation, disestablishment or any other reason.

**Article 13 Severability**

If any of the provisions of these Terms or part thereof is held to be invalid or unenforceable, the remaining provisions thereof, or the remaining part of the provision deemed invalid or unenforceable shall continue to be in full effect and force.

**Article 14** Settlement through Discussion

Any objection, doubt or ambiguity as to the interpretation of any provision of these Terms or matters not provided for in these Terms shall be amicably settled through good-faith discussion between NICT and User.

**Article 15** Governing Law and Competent Court

Matters concerning the Use Contract shall be governed by the laws of Japan, and shall be brought to the exclusive jurisdiction of the Tokyo District Court in charge of the first instance.

Established on August 3, 2022  
Revised on December 26, 2022