

NICT Darknet2019 Data Set – Terms of Use

These Terms of Use (hereinafter referred to as “the Terms” or “these Terms”) stipulate the conditions for provision of the NICT Darknet2019 Data Set (hereinafter referred to as “the Data Set”) provided by the National Institute of Information and Communications Technology (hereinafter referred to as “the Institute” or “NICT”).

In using this Data Set, 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 Data Set, and to define the relationship of rights and obligations between the Institute and the User in relation to use of the Data Set. The Terms apply to any and all relationships between the User and the Institute in relation to use of the Data Set.
2. The Data Set is provided via the AI Data Testbed platform infrastructure (hereinafter referred to as “the Service”) provided by the Institute. In using the Data Set, common terms of use stipulated separately by the Institute in relation to the Service (the AI Data Testbed Terms of Use; hereinafter referred to as “the Common Terms”) also apply in addition to these Terms. Unless specially defined herein, the definitions of terminology used in these Terms shall be as provided under the Common Terms.
3. Conditions posted by the Institute on this Website in relation to the use of the Data Set shall constitute part of these Terms.
4. Where the content of these Terms (including the conditions of the preceding paragraph) differs from that of the Common Terms, unless special provisions are provided under the Common Terms, the provisions of these Terms shall be applied in priority/preference to those of the Common Terms.
5. Upon sending an email requesting the Data Set, the User is deemed to have agreed to these Terms and the Common Terms.

Article 2 Method to Use

1. The User may make use of the Data Set via the Service.
2. The User may make use of the Data Set 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]
csl-ai(at “@” ml dot “.”)NICT(dot “.”)go(dot “.”)jp
*The subject/title of the e-mail should be [NICT Cyber Repository].
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 Data Set.

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 Data Set belong to the Institute; provided, however, that this shall not apply where the Data Set and/or individual items of data constituting part of the Data Set (hereinafter referred to as “the Data Set, etc.”) for which intellectual property rights belong to a third party.

2. The Institute permits the User to make use of the Data Set, 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 Data Set, etc., for purposes other than the Intended Purpose without the prior written consent of the Institute; and may not disclose, provide or leak the Data Set 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 Data Set, etc.
5. When the User publishes or delivers a paper or other document using the Data Set, the following document shall be cited as a source of reference.

C. Han, J. Shimamura, T. Takahashi, D. Inoue, M. Kawakita, J. Takeuchi, and K. Nakao. Real-Time Detection of Malware Activities by Analyzing Darknet Traffic Using Graphical Lasso. IEEE International Conference on Trust, Security and Privacy in Computing and Communications (TrustCom): Security Track, 2019.

Article 4 Management by Users

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

Article 5 Discontinuation of Service Provision, etc.

1. The Institute may suspend or discontinue provision of the Data Set and/or modify the content of the Data Set 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 6 Disclaimer

1. The User makes use of the Data Set 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 Data Set.

Article 7 Contact for Inquiries

1. Contact details for inquiries in relation to use of the Data Set is as follows.
[The Institute's e-mail address]
csl-ai(at "@" ml dot ".")NICT(dot ".")go(dot ".")jp

July, 2019