

## Terms of Use for Cybertrust Device ID Application

These Terms of Use for Cybertrust Device ID Application (hereinafter referred to as these “Terms”) provide matters regarding the use of the Device ID Application (hereinafter referred to as the “Product”). Cybertrust Japan Co., Ltd. (hereinafter referred to as the “Company”) will grant a license for the use of the Product provided only that you agree to these Terms.

### Article 1 (Details of the Product)

- 1.1 The Product is an application that is used to within a corporation or an organization register a device certificate on a terminal, after identifying the terminal in conjunction with the “Cybertrust Device ID” (hereinafter referred to as the “Service”) that the Company provides in order to verify the terminal by using a device certificate.
- 1.2 The Product will send to the Service the following terminal identification data, as information to identify the relevant terminal, through an encrypted communication channel.
  - IMEI
  - Wireless LAN MAC address

### Article 2 Use of the Terminal Identification Data

- 2.1 The Company will obtain the terminal identification data regarding each user (hereinafter simply referred to a “User”) of the terminal in accordance with the directions of the manager of the corporation or the organization that uses the Service. The Company will treat such data that it obtains pursuant to these Terms.
- 2.2 The Company will not mutually exchange, collate, or otherwise relate, in or outside the Company, any terminal identification data that it obtains pursuant to Article 2.1 or personal data regarding Users.

### Article 3 Purpose of Use of the Obtained Data

The Company will use the data it obtains pursuant to the preceding Article 2 for the purposes set forth below. The Company will obtain previous consent from a User whenever the Company uses data obtained pursuant to preceding Article 2 for any purpose other than those set forth in this article, after clarifying such purpose of use.

- (1) To register a device certificate only on the terminal authorized by a corporation or an organization that uses the Service, in accordance with the directions of the manager

[Translation]

of such corporation or organization;

- (2) To support inquiries from a corporation or an organization that uses the service provided by the Company; or
- (3) To make an investigation upon the occurrence of a failure or misuse of the service provided by the Company.

Article 4 Terms of Use

- 4.1 Users will only be granted non-exclusive and non-transferable rights to use the Product, provided that they use the Product pursuant to these Terms. The materials to be licensed under these Terms will be limited to the object code and all of the rights will be owned by the Company unless otherwise explicitly provided.
- 4.2 Users must not sell, redistribute or sublicense the Product.
- 4.3 Users must use the Product “as is” and must not reverse-engineer, disassemble, decompile, alter, or create derivative works from the Product.
- 4.4 Users agree that the Company will be exempt from any warranty, indemnification, or any other obligation, whether it is explicit or implicit, with respect to the Product.

Article 5 Exclusion of Anti-Social Forces

- 5.1 If a User falls under any of the categories in the following items, Company may immediately terminate this Agreement and any agreement relating to this Agreement without requiring any notice or demand whatsoever:
  - (1) when the User is or was an organized crime group (*boryokudan*), a member of a *boryokudan*, a quasi-member of a *boryokudan*, a company affiliated with a *boryokudan*, a corporate racketeer, a rogue person or group proclaiming itself as a social or political activist, or any other anti-social force (hereinafter referred to as “Anti-Social Force(s)”); or when any other reasonable ground similar to the foregoing is recognized;
  - (2) when it is recognized that an Anti-Social Force controls the management of the User;
  - (3) when it is recognized that an Anti-Social Force is substantially involved in the management of the User;
  - (4) when it is recognized that the User uses any Anti-Social Force, for instance, in pursuing unjust gains for the User (as an individual or a company) or a third party or inflicting damage on a third party;
  - (5) when it is recognized that the User provides funds, etc., or provides benefits to any Anti-Social Force, or is otherwise involved with any Anti-Social Force;

[Translation]

- (6) when the User's representative, person in charge, or person who has substantial control in the User has a socially condemnable relationship with any Anti-Social Force;
- (7) when the User commits or causes a third party to commit a violent or threatening act against Company, an act which harms or is likely to harm the reputation, credibility, etc., of Company by spreading a rumor or using fraudulent means or force, or any such other act;
- (8) when the User commits or causes a third party to commit an act which disrupts or is likely to disrupt Company's operations.

5.2 In the event that this Agreement and any agreement relating to this Agreement are terminated pursuant to the preceding paragraph, Company shall not be required to compensate or indemnify the User even if the User suffers damage, and the User shall compensate Company if it suffers damage as a result of the termination.

Article 6 Compliance with export laws and regulations

In case that User will export or re-export for the services provided by Company, User shall comply with all applicable national and international laws, rules and regulations on international trade, including any export or import restrictions, laws or regulations of the U.S., and take the necessary procedure at its own responsibility and cost.