

Secure Coding Checker Trial Version Terms of Use

This Secure Coding Checker Trial Version Terms of Use (hereinafter referred to as the "Terms") sets forth the terms of use for the trial version of the service called the "Secure Coding Checker" provided by Sony Digital Network Applications, Inc. (hereinafter referred to as "SDNA" and such service hereinafter referred to as "Service"). Prior to using the Service, please carefully read the Terms, and use the Service only upon understanding the details.

Article 1 (Details of the Service)

1. The Service is for users to try out features in consideration of using the full version of the Secure Coding Checker service, which is a SaaS type of service (hereinafter referred to as "Secure Coding Checker") that provides the user with the tools to test whether or not the apk file application developed by the user (hereinafter referred to as "Target App") for the purpose of using it in the Android Compatible device has been developed in accordance with "Android Application Secure Design/Secure Coding Guidebook" issued by the Japan Smartphone Security Association (JSSEC) (hereinafter referred to as "Purpose"). The user may use the Service by accepting the terms of use of the Service.

2. An Internet connection is required to use the Service. The user shall be responsible for acquiring the Internet connection and its costs. Native libraries called by JNI cannot be checked for security vulnerabilities by the Service.

Size of Target App: Up to 500MB

Target Browsers: Internet Explorer 11.

Target OS: Windows 7, Windows 8.1.

Recommended: High-speed internet connection

3. The test results for the Target App may be viewed on equipment (hereinafter referred to as "Target PC, etc.") used by the user that is connected to the Internet. Such test results shall not be stored, so the user is not able to view the test results

again once the view screen has been closed. (They can be viewed in the full version of Secure Coding Checker.)

Article 2 (Handling of Information)

1. SDNA shall not acquire or use any information that can identify an individual user such as a name that can identify the user, address, telephone number, or e-mail address (hereinafter referred as "User Information"), in connection with the use of the Service by the individual user. When the user uses the Service to upload the Target App to the Server (hereinafter referred as "Server") used by SDNA to provide the Service, the user shall take measures to ensure that such app does not include User Information.

2. SDNA shall be entitled to acquire and use the server access information and service test results information (hereinafter referred to as "Data") in connection with the Service. SDNA shall be entitled to use such Data for the following purposes. SDNA shall not use it for any other purpose than that stated below without obtaining the user's consent separately in advance, except for cases permitted under the related laws or regulations. The Data acquired by SDNA under this paragraph shall not identify the user even by means of combining the Data with other information. SDNA shall not use the Data for the purpose of identifying any individual user.
 - (a) Management of errors and bugs in the Service
 - (b) Improvement in the performance of the Service
 - (c) Preparation of statistics

3. Notwithstanding the provisions of the preceding paragraph, SDNA may disclose or provide the Data to any third party as deemed necessary without the consent of the user in order to achieve the purpose set forth in each of the items and in order to comply with a request when:
 - (a) a request is made pursuant to laws and regulations or by a governmental authorities to disclose or provide;
 - (b) a demand is made to the user to fulfill the obligations under the Terms;
 - (c) there has arisen a dispute or a claim for damages with respect to providing the user with the Service; or

(d) it is necessary in order to protect the life, body, freedom, property, rights, and reputation of third parties including SDNA, the user, or other users.

Article 3 (Rights to the Uploaded Data, etc.)

1. The user warrants SDNA that any transmission of the Target App to the Target Website by the user and such Target App does not infringe on the rights of a third party.
2. In order for SDNA to provide the Service to the user, the user grants SDNA at no charge the non-exclusive right to duplicate the Target App on the Server, test such Target App, output its test results, and delete such Target App from the Server after the completion of the tests.

Article 4 (Obligations of the User)

1. The user shall not use the Service for any purpose other than the Purpose without the prior written consent of SDNA.
2. The user understands and agrees that any Target App duplicated on the Server for purposes of using the Service shall be deleted immediately after the completion of the test, and SDNA shall not be responsible in any way for the retention of the duplicated Target App on the Server.
3. The user shall, on its own responsibility and account, handle and resolve any inquiries and claims from third parties with respect to the use of the Service (whether inside or outside the country, and whether it is from another user of the Service; the same applies in this Article).
4. The user shall, on its own responsibility and account, compensate for any damages caused to SDNA or third parties as a result of using the Service (including any damage to a third party or SDNA arising from the user's non-performance of obligations under the Terms).

Article 5 (Non-Commercial Use)

The user may not conduct any commercial activities by using the Service without the prior written consent of SDNA.

Article 6 (Other Prohibited Matters)

In addition to the preceding two Articles, the user shall not commit any of the following acts when using the Service:

- (a) Any act that infringes on or is likely to infringe on the intellectual property rights including without limitation copyrights and trademark rights, or the property, privacy, portrait rights or other rights of SDNA or third parties;
- (b) Any act that discriminates against or slanders SDNA or third parties, or damages the reputation or credibility of SDNA or third parties;
- (c) Any act that is connected with or is likely to be connected with crime such as fraud;
- (d) Any act of uploading a Target App, etc. that corresponds to obscenity, child pornography, or child abuse;
- (e) Any act of correcting, modifying, tampering, reverse engineering, decompiling, disassembling, deleting, etc., of information, data, or software of SDNA or third parties used by the Service;
- (f) Any act of transmitting harmful computer programs, etc., or making them available to third parties;
- (g) Any act of accessing or attempting to access the Service by means other than the method of access provided by SDNA. In addition, any act of accessing or attempting to access the Service by automated means (including script, crawler, and other similar techniques);
- (h) In addition to each of the preceding items, any act that violates laws and regulations or public policy, any act that interferes with the operation of the Service, any act that damages the credibility of SDNA, or any act that is likely to violate, interfere with, or damage it.

Article 7 (Restrictions on Period and Storage of Data, etc.)

The Target App shall be deleted from the Server each time the output of the test results is completed. In addition, the Data of the test results shall be deleted from the Server at an appropriate time as determined by SDNA. SDNA shall not assume any

responsibility whatsoever even in the event the Target App stored on the Server and the test results are lost, damaged, or changed, etc.

Article 8 (Intellectual Property Rights, etc.)

Except for the Target App transmitted to the Server by the user and the test results, any information accessible or available to the user using the Service, any copyrights to the software, etc., and any other rights shall belong to SDNA or the third party entitled to such rights. Except when permitted under a license agreement provided for by the right holder or in accordance with the Copyright Act or other laws and regulations, the user shall not duplicate, modify, or distribute such information without the prior written consent of the right holder. In addition, the user shall not permit any third party to commit these acts.

Article 9 (Discontinuation or Suspension of the Service)

1. SDNA may temporarily discontinue the operation of the Service without prior notice to the user when:
 - (a) there is a discontinuation of the network service operated by a third party on which the operation of the Server depends;
 - (b) there has been confirmation of a possible security breach;
 - (c) a critical problem has been discovered that will affect the use of the Service;
 - (d) the Service is no longer available due to a fire, power outage, act of God, etc.;or
 - (e) in addition to each of the preceding items, SDNA has deemed it necessary to take emergency measures.
2. SDNA makes no warranty that the Service will not be discontinued, suspended, or delayed nor that it is safe and that problems will not arise.

Article 10 (Disclaimers)

1. SDNA shall not assume any liability with respect to the loss of any Data such as the test results and other test history that has been stored on the Server (including deletion by SDNA in accordance with Article 8).

2. SDNA shall not assume any liability whatsoever with respect to damage to a user arising due to using the Service (including damage caused by trouble that occurred with third parties, including other users) and damage to the user or third parties arising due to not having been able to use the Service.
3. SDNA makes no warranty of any kind to the user or third parties as to the integrity, accuracy, reliability, and usefulness of the details of the Service and the information such as test results obtained through the Service and does not warrant against defects and mistakes.
4. SDNA makes no warranty that the Service will work for all Target Apps.

Article 11 (Suspension of the Service)

1. SDNA may, at its own discretion, temporarily or permanently suspend all or part of the Service.
2. Regardless of the reason, SDNA shall not be liable in any way for any damage incurred by the user or third parties arising from the termination of all or part of the Service.

Article 12 (Linked Sites)

The content of third party websites other than SDNA that are linked from or to the Target Website (hereinafter referred to as "Liked Sites") is managed on the responsibility of each respective company, and is not managed by SDNA. Please use Linked Sites according to the terms of use listed of each respective Linked Site. SDNA assumes no responsibility or liability for the content of Linked Sites or for any damage arising from having used them.

Article 13 (Governing Law)

The Terms shall be governed by the laws of Japan. The Tokyo District Court shall be the agreed upon court of jurisdiction for the first instance should a dispute arise between SDNA and the user.

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