

# VeriSign Trust Network Certificate Policies



**DRAFT FOR COMMENT**

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## **VeriSign Trust Network Certificate Policies**

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# 1. INTRODUCTION

The VeriSign Trust Network (VTN) is a global PKI that accommodates a large, public, and widely distributed community of users with diverse needs for communications and information security. VeriSign offers VTN services together with a global network of affiliates (“Affiliates”) throughout the world.

This document, “The VeriSign Trust Network Certificate Policies.” (CP) is the principal statement of policy governing the VTN. The CP sets forth the business, legal, and technical requirements for approving, issuing, managing, using, revoking, and renewing, digital Certificates within the VTN and providing associated trust services for all participants within the VTN. These requirements protect the security and integrity of the VTN and comprise a single set of rules that apply consistently VTN-wide, thereby providing assurances of uniform trust throughout the VTN. The CP is not a legal agreement between VeriSign and VTN participants; rather, contractual obligations between VeriSign and VTN participants are established by means of agreements with such participants.

This document is targeted at:

- VTN PKI service providers who have to operate in terms of their own Certificate Practices Statement (CPS) that complies with the requirements laid down by the CP
- VTN certificate Subscribers who need to understand how they are authenticated and what their obligations are as VTN subscribers and how they are protected under the VTN
- Relying parties who need to understand how much trust to place in a VTN certificate, or a digital signature using that certificate

The CP, however, does not govern any services outside the VTN. For example, VeriSign and certain Affiliates offer private label services by which organizations create their own private hierarchies outside the VTN, approve certificate applications, and outsource to VeriSign or an Affiliate the back-end functions of certificate issuance, management, revocation, and renewal. Because the CP applies only to the VTN, it does not apply to these private hierarchies.

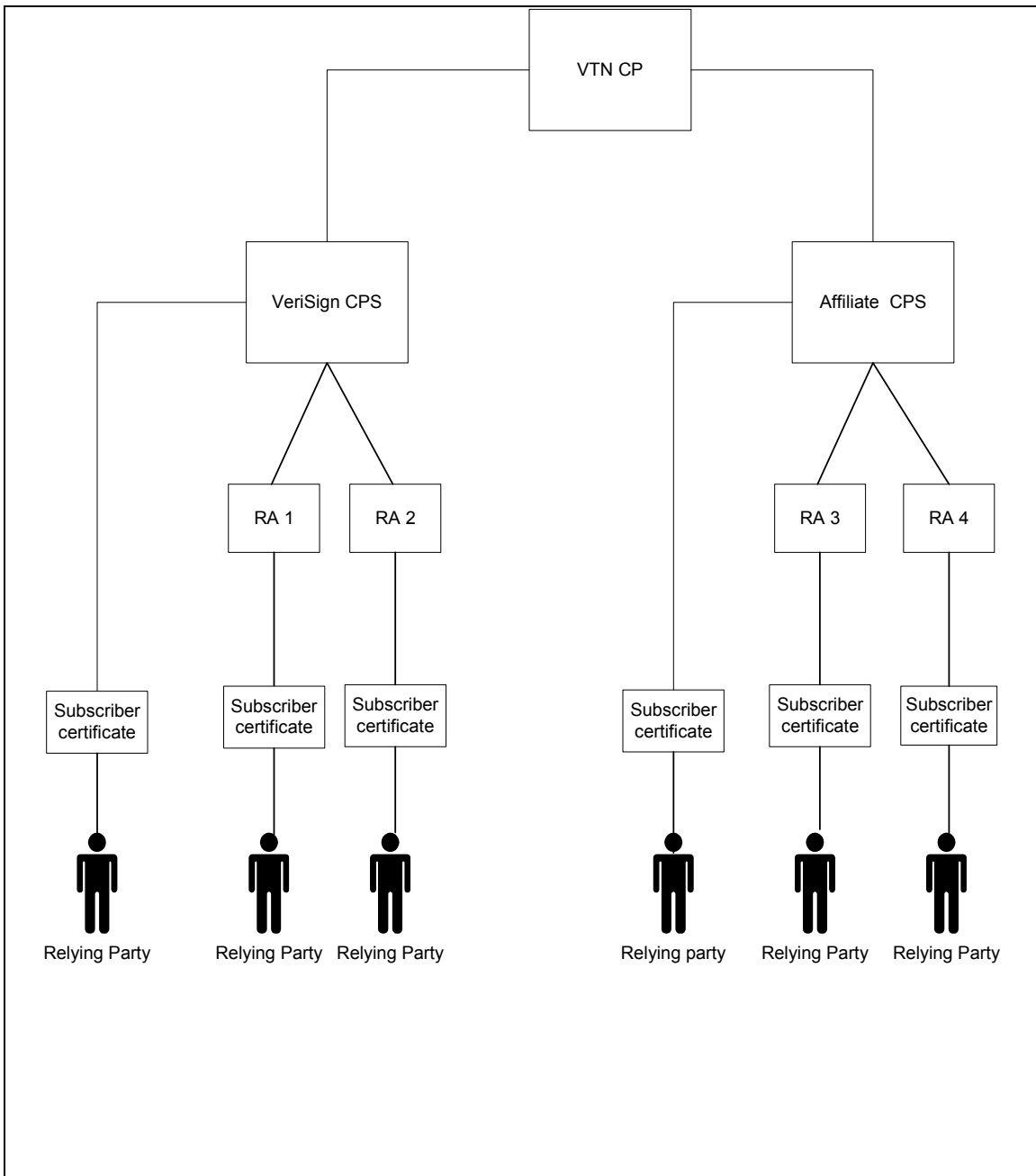
## 1.1 Overview

An overview of the VTN structure is shown in Diagram 1 below. At the top of the hierarchy is this CP that sets out the policies under which VTN participants must operate.

VeriSign and Affiliate Processing Centers operate as CAs under the VTN CP, issuing end-user subscriber certificates.

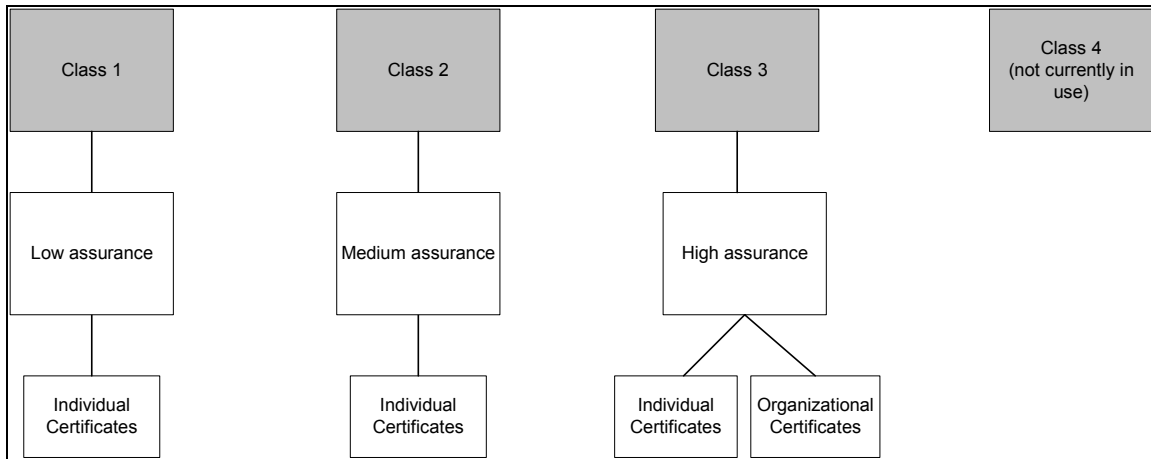
Registration Authorities (RAs) are entities that authenticate certificate requests under the VTN. VeriSign and Affiliates act as RAs for certificates they issue. VeriSign and Affiliates also enter into contractual relationships with Enterprises who wish to manage their own certificate requests. These enterprise customers act as RAs, authenticating certificate requests for themselves and their affiliated individuals. VeriSign or the Affiliate will issue these authenticated certificate requests.

Depending on the class and type of certificate, Digital Certificates may be used by Subscribers to secure websites, digitally sign code or other content, digitally sign documents and/or e-mails. The person who ultimately receives a signed document or communication, or accesses a secured website is referred to as a relying party, i.e., he/she is relying on the certificate and has to make a decision on whether to trust it. A Relying Party must rely on a certificate in terms of the relevant Relying Party Agreement included in the Certificate.



**Diagram 1. Structure of the VTN**

Diagram 2 below provides a summary of the classes of certificates under the VTN, to whom they may be issued and their respective assurance levels based on the identification and authentication procedures for each. This CP describes the identification and authentication performed for each Class of certificate in more detail.



**Diagram 2. Classes of VTN Certificates**

## **1.2 Document name and Identification**

This document is the VeriSign Trust Network Certificate Policy (CP). VeriSign, acting as the policy-defining authority, has assigned an object identifier value extension for each Class of Certificate issued under the Verisign Trust Network (VTN). The object identifier values used for the three Classes of end-user Subscriber Certificates are:

- The Class 1 Certificate Policy: VeriSign/pki/policies/vtn-cp/class1 (2.16.840.1.113733.1.7.23.1).
- The Class 2 Certificate Policy: VeriSign/pki/policies/vtn-cp/class2 (2.16.840.1.113733.1.7.23.2).
- The Class 3 Certificate Policy: VeriSign/pki/policies/vtn-cp/class3 (2.16.840.1.113733.1.7.23.3).

## **1.3 PKI Participants**

### **1.3.1 Certification Authorities**

The term Certification Authority (CA) is an umbrella term that refers to all entities authorized to issue public key certificates within the VTN. The CA term encompasses a subcategory of issuers called Primary Certification Authorities (PCA). PCAs act as roots of four domains<sup>1</sup>, one for each class of Certificate. Each PCA is a VeriSign entity. Subordinate to the PCAs are Certification Authorities that issue Certificates to end-user Subscribers or other CAs.

VeriSign enterprise customers may operate their own CAs as a subordinate CA to a VeriSign PCA. Such a customer will have to enter into a contractual relationship with VeriSign and abide by all the requirements of the VTN CP and the VeriSign CPS. These subordinate CAs may, however implement a more restrictive practices based on their internal requirements.

One VTN CA technically outside the three hierarchies under each of the PCAs is the RSA Secure Server Certification Authority, which VeriSign acquired from RSA Security Inc. The RSA Secure Server CA does not have a superior CA, such as a root or a PCA. Rather, the RSA Secure Server CA acts as its own root and has issued itself a self-signed root Certificate. It also issues Certificates to end-user Subscribers. Thus, the RSA Secure Server Hierarchy consists only of the RSA Secure Server CA. The RSA Secure Server CA issues Secure Server IDs, which are deemed to be Class 3 Organizational Certificates.

<sup>1</sup> Class 4 certificates are not currently issued by the VTN)

Although the RSA Secure Server CA is not certified under the Class 3 PCA, it issues certificates that are functionally equivalent to Certificates issued by a Class 3 CA. The RSA Secure Server CA employs lifecycle practices that are substantially similar with those of other Class 3 CAs within the VTN. Thus, VeriSign has approved and designated the RSA Secure Server Certification Authority as a Class 3 CA within the VTN. The Certificates it issues are considered to provide assurances of trustworthiness comparable to other Class 3 organizational Certificates.

### **1.3.2 Registration Authorities**

A Registration Authority is an entity that performs identification and authentication of certificate applicants for end-user certificates, initiates or passes along revocation requests for certificates for end-user certificates, and approves applications for renewal or re-keying certificates on behalf of a VTN CA. VeriSign and affiliates act as RAs for certificates they issues.

Third parties, who enter into a contractual relationship with VeriSign or an affiliate, may operate their own RA and authorize the issuance of certificates by a VTN CA. Third party RAs must abide by all the requirements of the VTN CP and the VeriSign CPS. RAs may, however implement a more restrictive practices based on their internal requirements. An example of a third party RA is a customer of Managed PKI services customer.

### **1.3.3 Subscribers**

Subscriber under the VTN include all end users (including entities) of certificates issued by a VTN CA. A subscriber is the entity named as the end-user Subscriber of a certificate. End-user Subscribers may be individuals, organizations or, infrastructure components such as firewalls, routers, trusted servers or other devices used to secure communications within an Organization.

CAs are technically also subscribers of certificates within the VTN, either as a PCA issuing a self signed Certificate to itself, or as a CA issued a Certificate by a superior CA. References to “end entities” and “subscribers” in this CP, however, apply only to end-user Subscribers.

### **1.3.4 Relying Parties**

A Relying Party is an individual or entity that acts in reliance of a certificate and/or a digital signature issued under the VTN. A Relying party may, or may not also be a Subscriber within the VTN.

### **1.3.5 Other Participants**

An Affiliate is a leading trusted third party, for example in the technology, telecommunications, or financial services industry, that has entered into an agreement with VeriSign to operate a Certification authority under the VTN within a specific territory.

Processing Centers are organizations (VeriSign or certain Affiliates) that create a secure facility housing, among other things, the cryptographic modules used for the issuance of Certificates. Processing Centers act as CAs within the VTN and perform all Certificate lifecycle services of issuing, managing, revoking, and renewing Certificates. Affiliates who outsource the backend functionality to VeriSign but retain the RA responsibilities are called Service Centers.

## 1.4 Certificate Usage

### 1.4.1 Appropriate Certificate Usages

#### Certificates Issued to Individuals

Individual Certificates are normally used by individuals to sign and encrypt e-mail and to authenticate to applications (client authentication). They may also be used to sign other documents based on software compatibility, applications or web services. While the most common usages for individual certificates are included in the Table below, an individual certificate may be used for other purposes, provided that a Relying Party is able to reasonably rely on that certificate and the usage is not otherwise prohibited by law, by this CP, by any CPS under which the certificate has been issued and any agreements with Subscribers.

Certificate Class	Assurance Level			Usage		
	Low assurance level	Medium assurance level	High assurance Level	Signing	Encryption	Client Authentication
Class 1 Certificates	✓			✓	✓	✓
Class 2 Certificates		✓		✓	✓	✓
Class 3 Certificates			✓	✓	✓	✓

Table 1. Individual Certificate Usage

#### Certificates issued to Organizations

Organizational Certificates are issued to organizations after authentication that the Organization legally exists and that other Organization attributes included in the certificate (excluding non-verified subscriber information) are authenticated e.g. ownership of an Internet or e-mail domain. It is not the intent of this CP to limit the types of usages for Organizational Certificates. While the most common usages are included in the Table below, an organizational certificate may be used for other purposes, provided that a Relying Party is able to reasonably rely on that certificate and the usage is not otherwise prohibited by law, by this CP, by any CPS under which the certificate has been issued and any agreements with Subscribers.

Certificate Class	Assurance Level		Usage			
	High assurance level	Medium assurance level	Code/Content Signing	SSL-secure Internet sessions	Authentication	Signing and encryption
Class 3 Certificates	✓		✓	✓	✓	✓

Table 2. Organizational Certificate Usage<sup>2</sup>

<sup>2</sup> "In limited circumstances Class 2 certificates may be issued by a Managed MPKI customer to an affiliated organization (and not an individual within the organization). Such certificate may be used for organization authentication and application signing only. Subscribers are prohibited from using this certificate for code and content signing, SSL encryption and S/mime signing and such key usage will be disabled for these certificates."

### 1.4.1.1 Assurance levels

**Low assurance certificates** are certificates that should not be used for authentication purposes or to support Non-repudiation. The digital signature provides modest assurances that the e-mail originated from a sender with a certain e-mail address. The Certificate, however, provides no proof of the identity of the Subscriber. The encryption application enables a Relying Party to use the Subscriber's Certificate to encrypt messages to the Subscriber, although the sending Relying Party cannot be sure that the recipient is in fact the person named in the Certificate.

**Medium assurance certificates** are certificates that are suitable for securing some inter- and intra-organizational, commercial, and personal e-mail requiring a medium level of assurances of the Subscriber identity, in relation to Class 1 and 3.

**High assurance Certificates** are individual and organizational certificates Class 3 Certificates that provide a high level of assurance of the identity of the Subscriber in comparison with Class 1 and 2.

### 1.4.2 Prohibited Certificate Uses

Certificates shall be used only to the extent the use is consistent with applicable law, and in particular shall be used only to the extent permitted by applicable export or import laws.

VTN Certificates are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Also, Class 1 Certificates shall not be used as proof of identity or as support of non repudiation of identity or authority. Client Certificates are intended for client applications and shall not be used as server or organizational Certificates.

CA Certificates may not be used for any functions except CA functions. In addition, end-user Subscriber Certificates shall not be used as CA Certificates.

## 1.5 Policy Administration

### 1.5.1 Organization Administering the Document

VeriSign Inc  
487 E. Middlefield Road  
Mountain View CA 94043  
USA

### 1.5.2 Contact Person

The Policy Manager  
VeriSign Trust Network Policy Management Authority  
c/o VeriSign, Inc.  
487 E. Middlefield Road  
Mountain View, CA 94043 USA  
+1 (650) 961-7500 (voice)  
+1 (650) 426-7300 (fax)  
[practices@verisign.com](mailto:practices@verisign.com)

### **1.5.3 Person Determining CP Suitability for the Policy**

The VTN Policy Management Authority PMA determines the suitability and applicability of this CP.

### **1.5.4 CP Approval Procedure**

Approval of this CP and subsequent amendments shall be made by the PMA. Amendments shall either be in the form of a document containing an amended form of the CP or an update notice. Amended versions or updates shall be linked to the Practices Updates and Notices section of the VeriSign Repository located at: <https://www.verisign.com/repository/updates>. Updates supersede any designated or conflicting provisions of the referenced version of the CP. The PMA shall determine whether changes to the CP require a change in the Certificate policy object identifiers of the Certificate policies corresponding to each Class of Certificate.

### **1.6 Definitions and Acronyms**

See Appendix A for a table of acronyms and definitions

## **2. Publication and Repository Responsibilities**

### **2.1 Repositories**

VeriSign and Affiliate Processing Centers are responsible for maintaining a publicly accessible online repository. Processing Centers, as part of their contracts with Service Centers, publish Certificates in the Service Center's repository based on Certificate Applications approved by the Service Centers or their RAs, as well as revocation information concerning such Certificates.

### **2.2 Publication of Certificate Information**

VeriSign and Affiliates maintain a web-based repository that permits Relying Parties to make online inquiries regarding revocation and other Certificate status information. A Processing Center, as part of its contract with a Service Center, shall host such a repository on behalf of the Service Center. VeriSign and Affiliates provide Relying Parties with information on how to find the appropriate repository to check Certificate status and, if OCSP (Online Certificate Status Protocol) is available, how to find the right OCSP responder.

Processing Centers publish the Certificates they issue on behalf of their own CAs, and the CAs of Client Service Centers in their Subdomain. Upon revocation of an end-user Subscriber's Certificate, the Processing Center that issued the Certificate shall publish notice of such revocation in the repository. In addition, Processing Centers shall issue Certificate Revocation Lists (CRLs) and, if available, provide OCSP services (Online Certificate Status Protocol) for their own CAs and the CAs of Service Centers within their respective Subdomains.

VeriSign and affiliates will at all times publish a current version of:

- o This VTN CP
- o Its CPS,
- o Subscriber Agreements,
- o Relying Party Agreements

### **2.3 Time or Frequency of Publication**

CA information is published promptly after it is made available to the CA. The VTN offers CRLs showing the revocation of VTN Certificates and offers status checking services through the VeriSign Repository and Affiliates' repositories. CRLs for end-user Subscriber Certificates shall be issued at least once per day. CRLs for CAs that only issue CA Certificates shall be issued at least quarterly, and also whenever a CA Certificate is revoked. CRLs for Authenticated Content Signing (ACS) root CAs are published annually and also whenever a CA Certificate is revoked. If a Certificate listed in a CRL expires, it may be removed from later-issued CRLs after the Certificate's expiration.

### **2.4 Access Controls on Repositories**

VeriSign and Affiliates shall not intentionally use technical means of limiting access to this CP, the CPS, Certificates, Certificate status information, or CRLs. VeriSign and Affiliates shall, however, require persons to agree to a Relying Party Agreement or CRL Usage Agreement as a condition to accessing Certificates, Certificate status information, or CRLs. VeriSign and Affiliates shall implement controls to prevent unauthorized persons from adding, deleting, or modifying repository entries.

## **3. Identification and Authentication**

### **3.1 Naming**

Unless where indicated otherwise in this CP, the relevant CPS or the content of the digital certificate, names appearing in Certificates issued under VTN are authenticated.

#### **3.1.1 Type of Names**

End-user Subscriber Certificates contain an X.501 distinguished name in the Subject name field.

The Subject distinguished name of end-user Subscriber Certificates includes a common name (CN=) component. The authenticated common name value included in the Subject distinguished names of organizational Certificates shall be a domain name, Organizational e-mail address, the legal name of the organization within the organization, or name of the organizational representative authorized to use the organization's private key. (O=) component shall be the legal name of the organization. The common name value included in the Subject distinguished name of individual Certificates shall represent the individual's generally accepted personal name. Common names shall be authenticated in the case of Class 2-3 Certificates. VTN Certificates may also contain a reference to the applicable Relying Party Agreement in their distinguished names.

#### **3.1.2 Need for Names to be Meaningful**

Class 2 and 3 end-user Subscriber Certificates shall include meaningful names in the following sense: Class 2 and 3 end-user Subscriber Certificates shall contain names with commonly understood semantics permitting the determination of the identity of the individual or organization that is the Subject of the Certificate.

### **3.1.3 Anonymity or pseudonymity of Subscribers**

The identity of Class 1 individual Subscribers is not authenticated. Class 1 subscribers may use pseudonyms. Class 2 and 3 Subscribers are not permitted to use pseudonyms (names other than a Subscriber's true personal or organizational name).

When required by law or requested by a State or Government authority to protect the identity of certain end user subscribers (e.g., minors, or sensitive government employee information), a certificate may be issued indicating that identity has been authenticated but is protected. Each request for anonymity in a certificate will be evaluated on its merits by the PMA who will decide whether or not to allow the request.

### **3.1.4 Rules for Interpreting Various Name Forms**

No stipulation

### **3.1.5 Uniqueness of Names**

The names of Subscribers within the VTN shall be unique within an Affiliate's and Customer's Subdomains for a specific class of Certificate. It is possible for a Subscriber to have two or more certificates with the same Subject Distinguished Name.

### **3.1.6 Recognition, Authentication, and Role of Trademarks**

Certificate Applicants shall not use names in their Certificate Applications that infringe upon the Intellectual Property Rights of others. Neither VeriSign nor any Affiliate shall be required to determine whether a Certificate Applicant has Intellectual Property Rights in the name appearing in a Certificate Application or to arbitrate, mediate, or otherwise resolve any dispute concerning the ownership of any domain name, trade name, trademark, or service mark, and VeriSign and any Affiliate shall be entitled, without liability to any Certificate Applicant, to reject or suspend any Certificate Application because of such dispute.

## **3.2 Initial Identity Validation**

### **3.2.1 Method to Prove Possession of Private Key**

The certificate applicant must demonstrate that it rightfully holds the private key corresponding to the public key to be listed in the Certificate.

The method to prove possession of a private key shall be PKCS #10, another cryptographically equivalent demonstration, or another VeriSign-approved method. This requirement does not apply where a key pair is generated by a CA on behalf of a Subscriber, for example where pregenerated keys are placed on smart cards.

### **3.2.2 Authentication of Organization identity**

Whenever a certificate contains an organization name, the identity of the organization and other enrollment information provided by Certificate Applicants (except for Nonverified Subscriber Information) is confirmed in accordance with the procedures set forth in VeriSign's documented Validation Procedures.

At a minimum VeriSign or an Affiliate shall

- determine that the organization exists by using at least one third party identity proofing service or database, or alternatively, organizational documentation issued by or filed with the applicable government that confirms the existence of the organization,

- o confirm by telephone, confirmatory postal mail, or comparable procedure to the Certificate Applicant certain information about the organization, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Certificate Applicant is authorized to do so. When a certificate includes the name of an individual as an authorized representative of the Organization, the employment of that individual and his/her authority to act on behalf of the Organization shall also be confirmed.

Where a domain name or e-mail address is included in the certificate VeriSign or an Affiliate authenticates the Organization’s right to use that domain name either as a fully qualified Domain name or an e-mail domain.

Additional checks necessary to satisfy United States export regulations and licenses issued by the United States Department of Commerce Bureau of Industry and Science (“BIS”) are performed by VeriSign and Affiliates when required.

### 3.2.3 Authentication of Individual Identity

Authentication of individual identity differs according to the Class of Certificate. The minimum authentication standard for each class of VTN certificate is explained in Table 3 below.

Certificate Class	Authentication of Identity
Class 1	No identity authentication. There is a limited confirmation of the Subscriber’s e-mail address by requiring the Subscriber to be able to answer an e-mail to that address.
Class 2	Authenticate identity by matching the identity provided by the Subscriber to: <ul style="list-style-type: none"> <li>o information residing in the database of a VeriSign-approved identity proofing service, such as a major credit bureau or other reliable source of information providing services in VeriSign’s or the Affiliate’s country or territory, or</li> <li>o information contained in the business records or databases of business information (employee or customer directories) of an RA approving certificates to its own affiliated individuals</li> </ul>
Class 3	The authentication of Class 3 individual Certificates is based on the personal (physical) presence of the Certificate Applicant before an agent of the CA or RA, or before a notary public or other official with comparable authority within the Certificate Applicant’s jurisdiction. The agent, notary or other official shall check the identity of the Certificate Applicant against a well-recognized form of government-issued photographic identification, such as a passport or driver’s license and one other identification credential.  Class 3 Administrator certificates shall also include authentication of the organization and a

	<p>confirmation from the organization of the employment and authorization of the person to act as Administrator.</p> <p>VeriSign and Affiliate may also have occasion to approve Certificate Applications for their own Administrators. Administrators are “Trusted Persons” within an organization. In this case, authentication of their Certificate Applications shall be based on confirmation of their identity in connection with their employment or retention as an independent contractor and background checking procedures.<sup>3</sup></p>
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**Table 3. Authentication of individual identity**

### 3.2.4 Non-Verified Subscriber information

Non-verified subscriber information includes:

- Organization Unit (OU)
- Subscriber’s name in Class 1 certificates
- Any other information designated as non-verified in the certificate.

### 3.2.5 Validation of Authority

Whenever an individual’s name is associated with an Organization name in a certificate in such a way to indicate the individual’s affiliation or authorization to act on behalf of the Organization the CA or RA:

- determines that the organization exists by using at least one third party identity proofing service or database, or alternatively, organizational documentation issued by or filed with the applicable government that confirms the existence of the organization, and
- Uses information contained in the business records or databases of business information (employee or customer directories) of an RA approving certificates to its own affiliated individuals or confirms by telephone, confirmatory postal mail, or comparable procedure to the organization, the employment with the Organization of the individual submitting the Certificate Application and, when appropriate, his/her authority to act on behalf of the Organization.

### 3.2.6 Criteria for Interoperation

VeriSign may provide interoperation services that allow a non-VTN CA to be able to interoperate with the VTN by unilaterally certifying that CA. CAs enabled to interoperate in this way will comply with this CP as supplemented by additional policies when required.

VeriSign shall only allow interoperation with the VTN of a non-VeriSign CA in circumstances where the CA:

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<sup>3</sup> VeriSign and Affiliate may approve Administrator Certificates to be associated with a nonhuman recipient such as a device, or a server. Authentication of a Class 3 Administrator Certificate Applications for a non-human recipient shall include:

- Authentication of the existence and identity of the service named as the Administrator in the Certificate Application
- Authentication that the service has been securely implemented in a manner consistent with it performing an Administrative function
- Confirmation of the employment and authorization of the person enrolling for the Administrator certificate for the service named as Administrator in the Certificate Application.

- Enters into a contractual agreement with VeriSign or an Affiliate
- Operates under a CPS that meets VTN requirements for the classes of certificates it will issue
- Passes a compliance assessment before being allowed to interoperate
- Passes an annual compliance assessment for ongoing eligibility to interoperate.

### **3.3 Identification and Authentication for Re-key Requests**

Prior to the expiration of an existing Subscriber's Certificate, it is necessary for the Subscriber to obtain a new certificate to maintain continuity of Certificate usage. CAs and RAs generally require that the Subscriber generate a new key pair to replace the expiring key pair (technically defined as "rekey") However, in certain cases (i.e., for web server certificates) Subscribers may request a new certificate for an existing key pair (technically defined as "renewal").

Generally speaking, both "Rekey" and "Renewal" are commonly described as "Certificate Renewal," focusing on the fact that the old Certificate is being replaced with a new Certificate and not emphasizing whether or not a new key pair is generated. For all Classes and Types of VeriSign Certificates, except for Class 3 Server Certificates, this distinction is not important as a new key pair is always generated as part of VeriSign's end-user Subscriber Certificate replacement process. However, for Class 3 Server Certificates, because the Subscriber key pair is generated on the web server and most web server key generation tools permit the creation of a new Certificate Request for an existing key pair, there is a distinction between "rekey" and "renewal."

#### **3.3.1 Identification and Authentication for Routine Re-key**

The entity approving a Certificate Application for the Subscriber of an end-user Subscriber Certificate shall be responsible for authenticating a request for re-key or renewal. Re-key procedures ensure that the person or organization seeking to renew an end-user Subscriber Certificate is in fact the Subscriber of the Certificate.

One acceptable procedure is through the use of a Challenge Phrase (or the equivalent thereof), or proof of possession of the private key. Subscribers choose and submit with their enrollment information a Challenge Phrase. Upon renewal of a Certificate, if a Subscriber correctly submits the Subscriber's Challenge Phrase (or the equivalent thereof) with the Subscriber's reenrollment information, and the enrollment information (including contact information) has not changed, a renewal Certificate is automatically issued.

After rekeying or renewal in this fashion, and on at least alternative instances of subsequent rekeying or renewal thereafter, the CA or RA reconfirms the identity of the Subscriber in accordance with the identification and authentication requirements of an original Certificate Application.<sup>4</sup>

#### **3.3.2 Identification and Authentication for Re-key After Revocation**

Re-key/renewal after revocation is not permitted if the revocation occurred because:

- the Certificate (other than a Class 1 Certificate) was issued to a person other than the one named as the Subject of the Certificate, or
- the Certificate (other than a Class 1 Certificate) was issued without the authorization of the person or entity named as the Subject of such Certificate, or
- the entity approving the Subscriber's Certificate Application discovers or has reason to believe that a material fact in the Certificate Application is false.

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<sup>4</sup> The authentication of a request to rekey/renew a Class 3 Organizational ASB Certificate, however, requires the use of a Challenge Phrase as well as the same identification and authentication for an original Certificate Application.

Subject to the foregoing paragraph, renewal of an organizational or CA Certificate following revocation of the Certificate is permissible as long as renewal procedures ensure that the organization or CA seeking renewal is in fact the Subscriber of the Certificate. Renewed organizational Certificates shall contain the same Subject distinguished name as the Subject distinguished name of the organizational Certificate being renewed.

Renewal of an individual Certificate following revocation must ensure that the person seeking renewal is, in fact, the Subscriber. One acceptable procedure is the use of a Challenge Phrase (or the equivalent thereof). Other than this procedure or another VeriSign-approved procedure, the requirements for the identification and authentication of an original Certificate Application in shall be used for renewing a Certificate following revocation.

### **3.4 Identification and Authentication for Revocation Request**

Revocation procedures ensure prior to any revocation of any Certificate that the revocation has in fact been requested by the Certificate's Subscriber, the entity that approved the Certificate Application, or the applicable Processing Center.

Acceptable procedures for authenticating the revocation requests of a Subscriber include:

- Having the Subscriber for certain certificate types submit the Subscriber's Challenge Phrase (or the equivalent thereof), and revoking the Certificate automatically if it matches the Challenge Phrase (or the equivalent thereof) on record
- Receiving a message from the Subscriber that requests revocation and contains a digital signature verifiable with reference to the Certificate to be revoked,
- Communication with the Subscriber providing reasonable assurances in light of the Class of Certificate that the person or organization requesting revocation is, in fact the Subscriber. Such communication, depending on the circumstances, may include one or more of the following: telephone, facsimile, e-mail, postal mail, or courier service.

CA/RA Administrators are entitled to request the revocation of end-user Subscriber Certificates within the CA's/RA's Sub domain. VeriSign and Affiliates authenticate the identity of Administrators via access control using SSL and client authentication before permitting them to perform revocation functions, or another VTN-approved procedure.

RAs using an Automated Administration Software Module may submit bulk revocation requests to a Processing Center. Such requests shall be authenticated via a digitally signed request signed with the private key in the RA's Automated Administration hardware token.

The requests to revoke a CA Certificate shall be authenticated by the requesting entity's Superior entity to ensure that the revocation has in fact been requested by the CA.

## **4. Certificate Life-Cycle Operational Requirements**

### **4.1 Certificate Application**

#### **4.1.1 Who Can Submit a Certificate Application?**

Below is a list of people who may submit certificate applications:

- Any individual who is the subject of the certificate,
- Any authorized representative of an Organization or entity,
- Any authorized representative of a CA,
- Any authorized representative of an RA.

## **4.1.2 Enrollment Process and Responsibilities**

### **4.1.2.1 End-user Certificate Subscribers**

All end-user Certificate Subscribers shall manifest assent to the relevant Subscriber Agreement that contains representations and warranties described in Section 9.6.3 and undergo an enrollment process consisting of:

- completing a Certificate Application and providing true and correct information,
- generating, or arranging to have generated, a key pair,
- delivering his, her, or its public key, directly or through an RA, to the processing Center
- demonstrating possession of the private key corresponding to the public key delivered to the Processing Center.

### **4.1.2.2 CA and RA Certificates**

Subscribers of CA and RA Certificates enter into a contract with the Superior Entity that will issue the CA or RA Certificate. CA and RA Applicants shall provide their credentials to demonstrate their identity and provide contact information during the contracting process. During this contracting process or, at the latest, prior to the Key Generation Ceremony to create a CA or RA key pair, the applicant shall cooperate with its Superior Entity to determine the appropriate distinguished name and the content of the Certificates to be issued by the applicant.

## **4.2 Certificate Application Processing**

### **4.2.1 Performing Identification and Authentication Functions**

An RA shall perform identification and authentication of all required Subscriber information in terms of Section 3.2

### **4.2.2 Approval or Rejection of Certificate Applications**

An RA will approve an application for a certificate if the following criteria are met:

- Successful identification and authentication of all required Subscriber information in terms of Section 3.2
- Payment has been received

An RA will reject a certificate application if:

- identification and authentication of all required Subscriber information in terms of Section 3.2 cannot be completed, or
- The Subscriber fails to furnish supporting documentation upon request
- The Subscriber fails to respond to notices within a specified time, or
- Payment has not been received, or
- The RA believes that issuing a certificate to the Subscriber may bring the VTN into disrepute

### **4.2.3 Time to Process Certificate Applications**

CAs and RAs begin processing certificate applications within a reasonable time of receipt. There is no time stipulation to complete the processing of an application unless otherwise indicated in the relevant Subscriber Agreement, CPS or other Agreement between VTN participants.

An application remains active until rejected.

### **4.3 Certificate Issuance**

#### **4.3.1 CA Actions during Certificate Issuance**

A Certificate is created and issued following the approval of a Certificate Application by a CA or following receipt of an RA's request to issue the Certificate. The CA creates and issues to a Certificate Applicant a Certificate based on the information in a Certificate Application following approval of such Certificate Application.

#### **4.3.2 Notifications to Subscriber by the CA of Issuance of Certificate**

CAs issuing Certificates to end-user Subscribers shall, either directly or through an RA, notify Subscribers that they have created such Certificates, and provide Subscribers with access to the Certificates by notifying them that their Certificates are available and notifying them of the means for obtaining them. Certificates shall be made available to end-user Subscribers, either by allowing them to download them from a web site or via a message sent to the Subscriber containing the Certificate.

### **4.4 Certificate Acceptance**

#### **4.4.1 Conduct Constituting Certificate Acceptance**

The following conduct constitutes certificate acceptance:

- Downloading a Certificate or installing a Certificate from a message attaching it constitutes the Subscriber's acceptance of the Certificate.
- Failure of the Subscriber to object to the certificate or its content constitutes certificate acceptance.

#### **4.4.2 Publication of the Certificate by the CA**

Processing Centers publish the Certificates they issue in a publicly accessible repository.

#### **4.4.3 Notification of Certificate Issuance by the CA to Other Entities**

RAs may receive notification of the issuance of certificates they approve.

### **4.5 Key Pair and Certificate Usage**

#### **4.5.1 Subscriber Private Key and Certificate Usage**

Use of the Private key corresponding to the public key in the certificate shall only be permitted once the Subscriber has agreed to the Subscriber agreement and accepted the certificate. The certificate shall be used lawfully in accordance with VeriSign's Subscriber Agreement the terms of this CP and the relevant CPS. Certificate use must be consistent with the KeyUsage field extensions included in the certificate (e.g., if Digital Signature is not enabled then the certificate must not be used for signing).

Subscribers shall protect their private keys from unauthorized use and shall discontinue use of the private key following expiration or revocation of the certificate.

## **4.5.2 Relying Party Public Key and Certificate Usage**

Relying parties shall assent to the terms of the applicable relying party agreement as a condition of relying on the certificate.

Reliance on a certificate must be reasonable under the circumstances. If the circumstances indicate a need for additional assurances, the Relying Party must obtain such assurances for such reliance to be deemed reasonable.

Before any act of reliance, Relying Parties shall independently assess:

- the appropriateness of the use of a Certificate for any given purpose and determine that the Certificate will, in fact, be used for an appropriate purpose that is not prohibited or otherwise restricted by this CP. VeriSign, CAs, and RAs are not responsible for assessing the appropriateness of the use of a Certificate.
- That the certificate is being used in accordance with the KeyUsage field extensions included in the certificate (e.g., if Digital Signature is not enabled then the certificate may not be relied upon for validating a Subscriber's signature).
- The status of the certificate and all the CAs in the chain that issued the certificate. If any of the Certificates in the Certificate Chain have been revoked, the Relying Party shall not rely on the end-user Subscriber Certificate or other revoked Certificate in the Certificate Chain.

Assuming that the use of the Certificate is appropriate, Relying Parties shall utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations they wish to perform, as a condition of relying on Certificates in connection with each such operation. Such operations include identifying a Certificate Chain and verifying the digital signatures on all Certificates in the Certificate Chain.

## **4.6 Certificate Renewal**

Certificate renewal is the issuance of a new certificate to the subscriber without changing the public key or any other information in the certificate. Certificate renewal is supported for Class 3 certificates where the key pair is generated on a web server as most web server key generation tools permit the creation of a new Certificate Request for an existing key pair.

### **4.6.1 Circumstances for Certificate Renewal**

Prior to the expiration of an existing Subscriber's Certificate, it is necessary for the Subscriber to renew a new certificate to maintain continuity of Certificate usage. A certificate may also be renewed after expiration.

### **4.6.2 Who May Request Renewal**

Only the subscriber for an individual certificate or an authorized representative for an Organizational certificate may request certificate renewal

### **4.6.3 Processing Certificate Renewal Requests**

Renewal procedures ensure that the person or organization seeking to renew an end-user Subscriber Certificate is in fact the Subscriber (or authorized by the Subscriber) of the Certificate.

One acceptable procedure is through the use of a Challenge Phrase (or the equivalent thereof), or proof of possession of the private key. Subscribers choose and submit with their enrollment information a Challenge Phrase (or the equivalent thereof). Upon renewal of a Certificate, if a

Subscriber correctly submits the Subscriber's Challenge Phrase (or the equivalent thereof) with the Subscriber's reenrollment information, and the enrollment information (including contact information) has not changed, a renewal Certificate is automatically issued. After renewal in this fashion, and on at least alternative instances of subsequent renewal thereafter, the CA or RA shall reconfirm the identity of the Subscriber in accordance with the requirements specified in this CP for the authentication of an original Certificate Application.

Other than this procedure or another VeriSign-approved procedure, the requirements for the authentication of an original Certificate Application shall be used for renewing an end-user Subscriber Certificate.

#### **4.6.4 Notification of New Certificate Issuance to Subscriber**

Notification of issuance of certificate renewal to the Subscriber is in accordance with Section 4.3.2

#### **4.6.5 Conduct Constituting Acceptance of a Renewal Certificate**

Conduct constituting Acceptance of a renewed certificate is in accordance with Section 4.4.1

#### **4.6.6 Publication of the Renewal Certificate by the CA**

The renewed certificate is published in the issuing Processing Center's publicly accessible repository.

#### **4.6.7 Notification of Certificate Issuance by the CA to Other Entities**

RAs may receive notification of the issuance of certificates they approve.

### **4.7 Certificate Re-Key**

Certificate rekey is the application for the issuance of a new certificate that certifies the new public key. Certificate rekey is supported for all certificate Classes.

#### **4.7.1 Circumstances for Certificate Re-Key**

Prior to the expiration of an existing Subscriber's Certificate, it is necessary for the Subscriber to Re-key the certificate to maintain continuity of Certificate usage. A certificate may also be re-keyed after expiration.

#### **4.7.2 Who May Request Certification of a New Public Key**

Only the subscriber for an individual certificate or an authorized representative for an Organizational certificate may request certificate renewal

#### **4.7.3 Processing Certificate Re-Keying Requests**

Re-key procedures ensure that the person or organization seeking to renew an end-user Subscriber Certificate is in fact the Subscriber (or authorized by the Subscriber) of the Certificate.

One acceptable procedure is through the use of a Challenge Phrase (or the equivalent thereof), or proof of possession of the private key. Subscribers choose and submit with their enrollment information a Challenge Phrase (or the equivalent thereof). Upon renewal of a Certificate, if a Subscriber correctly submits the Subscriber's Challenge Phrase (or the equivalent thereof) with

the Subscriber's reenrollment information, and the enrollment information (including contact information) has not changed, a renewal Certificate is automatically issued. After re-keying in this fashion, and on at least alternative instances of subsequent re-keying thereafter, the CA or RA shall reconfirm the identity of the Subscriber in accordance with the requirements specified in this CP for the authentication of an original Certificate Application.

Other than this procedure or another VeriSign-approved procedure, the requirements for the authentication of an original Certificate Application shall be used for re-keying an end-user Subscriber Certificate.

#### **4.7.4 Notification of New Certificate Issuance to Subscriber**

Notification of issuance of a re-keyed certificate to the Subscriber is in accordance with Section 4.3.2

#### **4.7.5 Conduct Constituting Acceptance of a Re-Keyed Certificate**

Conduct constituting Acceptance of a re-keyed certificate is in accordance with Section 4.4.1

#### **4.7.6 Publication of the Re-Keyed Certificate by the CA**

The re-keyed certificate is published in the issuing Processing Center's publicly accessible repository.

#### **4.7.7 Notification of Certificate Issuance by the CA to Other Entities**

RAs may receive notification of the issuance of certificates they approve.

### **4.8 Certificate Modification**

#### **4.8.1 Circumstances for Certificate Modification**

Certificate modification refers to the application for the issuance of a new certificate due to changes in the information in an existing certificate (other than the subscriber's public key).

Certificate modification is considered a Certificate Application in terms of Section 4.1.

#### **4.8.2 Who May Request Certificate Modification**

See Section 4.1.1

#### **4.8.3 Processing Certificate Modification Requests**

An RA shall perform identification and authentication of all required Subscriber information in terms of Section 3.2

#### **4.8.4 Notification of New Certificate Issuance to Subscriber**

See Section 4.3.2

#### **4.8.5 Conduct Constituting Acceptance of Modified Certificate**

See Section 4.4.1

## **4.8.6 Publication of the Modified Certificate by the CA**

See Section 4.4.2

## **4.8.7 Notification of Certificate Issuance by the CA to Other Entities**

See Section 4.4.3

## **4.9 Certificate Revocation and Suspension**

### **4.9.1 Circumstances for Revocation**

Only in the circumstances listed below, will an end-user Subscriber certificate be revoked by VeriSign (or by the Subscriber) and published on a CRL. Upon request from a subscriber who can no longer use (or no longer wishes to use) a certificate for a reason other than one mentioned below, VeriSign will flag the certificate as inactive in its database but will not publish the certificate on a CRL.

An end-user Subscriber Certificate is revoked if:

- VeriSign, a Customer, or a Subscriber has reason to believe or strongly suspects that there has been a Compromise of a Subscriber's private key,
- VeriSign or a Customer has reason to believe that the Subscriber has materially breached a material obligation, representation, or warranty under the applicable Subscriber Agreement,
- The Subscriber Agreement with the Subscriber has been terminated,
- The affiliation between an Enterprise Customer with a Subscriber is terminated or has otherwise ended,
- The affiliation between an organization that is a Subscriber of a Class 3 Organizational ASB Certificate and the organizational representative controlling the Subscriber's private key is terminated or has otherwise ended,
- VeriSign or a Customer has reason to believe that the Certificate was issued in a manner not materially in accordance with the procedures required by the applicable CPS, the Certificate (other than a Class 1 Certificate) was issued to a person other than the one named as the Subject of the Certificate, or the Certificate (other than a Class 1 Certificate) was issued without the authorization of the person named as the Subject of such Certificate,
- VeriSign or a Customer has reason to believe that a material fact in the Certificate Application is false,
- VeriSign or a Customer determines that a material prerequisite to Certificate Issuance was neither satisfied nor waived,
- In the case of Class 3 organizational Certificates, the Subscriber's organization name changes,
- The information within the Certificate, other than Nonverified Subscriber Information, is incorrect or has changed, or
- The continued use of that certificate is harmful to the VTN.

VeriSign may also revoke an Administrator Certificate if the Administrator's authority to act as Administrator has been terminated or otherwise has ended.

VeriSign Subscriber Agreements require end-user Subscribers to immediately notify VeriSign of a known or suspected compromise of its private key.

## **4.9.2 Who Can Request Revocation**

Individual Subscribers can request the revocation of their own individual Certificates. In the case of organizational Certificates, a duly authorized representative of the organization shall be entitled to request the revocation of Certificates issued to the organization. A duly authorized representative of VeriSign, an Affiliate, or a RA shall be entitled to request the revocation of an RA Administrator's Certificate. The entity that approved a Subscriber's Certificate Application shall also be entitled to revoke or request the revocation of the Subscriber's Certificate.

Only VeriSign is entitled to request or initiate the revocation of the Certificates issued to its own CAs. Non-VeriSign Processing Centers, Service Centers and RAs are entitled, through their duly authorized representatives, to request the revocation of their own Certificates, and their Superior Entities shall be entitled to request or initiate the revocation of their Certificates.

## **4.9.3 Procedure for Revocation Request**

Prior to the revocation of a Certificate, the CA verifies that the revocation has been requested by the Certificate's Subscriber, or the entity that approved the Certificate Application. Acceptable procedures for authenticating Subscriber revocation requests include:

- Having the Subscriber for certain certificate types submit the Subscriber's Challenge Phrase (or an equivalent thereof) and revoking the Certificate automatically if it matches the Challenge Phrase (or an equivalent thereof) on record,
- Receiving a message purporting to be from the Subscriber that requests revocation and contains a digital signature verifiable with reference to the Certificate to be revoked, and
- Communication with the Subscriber providing reasonable assurances in light of the Class of Certificate that the person or organization requesting revocation is, in fact the Subscriber. Depending on the circumstances, such communication may include one or more of the following: telephone, facsimile, e-mail, postal mail, or courier service.

CA/RA Administrators are entitled to request the revocation of end-user Subscriber Certificates within the CA's/RA's Subdomain. VeriSign and Affiliates shall authenticate the identity of Administrators via access control using SSL and client authentication before permitting them to perform revocation functions.

RAs using the Automated Administration Software Module may submit bulk revocation requests to VeriSign. Such requests are authenticated via a request digitally signed with the private key in the RA's Automated Administration hardware token.

The requests from CAs to revoke a CA Certificate shall be authenticated by their Superior Entities to ensure that the revocation has in fact been requested by the CA.

## **4.9.4 Revocation Request Grace Period**

Revocation requests shall be submitted as promptly as possible within a commercially reasonable time.

## **4.9.5 Time within Which CA Must Process the Revocation Request**

Commercially reasonable steps are taken to process revocation requests without delay.

## **4.9.6 Revocation Checking Requirements for Relying Parties**

Relying Parties shall check the status of Certificates on which they wish to rely. One method by which Relying Parties may check Certificate status is by consulting the most recent CRL from the

CA that issued the Certificate on which the Relying Party wishes to rely. Alternatively, Relying Parties may meet this requirement either by checking Certificate status using the applicable web-based repository or by using OCSP (if available). CAs shall provide Relying Parties with information on how to find the appropriate CRL, web-based repository, or OCSP responder (where available) to check for revocation status.

#### **4.9.7 CRL Issuance Frequency**

CRLs for end-user Subscriber Certificates are issued at least once per day. CRLs for CA Certificates shall be issued at least quarterly, but also whenever a CA Certificate is revoked. CRLs for Authenticated Content Signing (ACS) root CAs are published annually and also whenever a CA Certificate is revoked. If a Certificate listed in a CRL expires, it may be removed from later-issued CRLs after the Certificate's expiration.

#### **4.9.8 Maximum Latency for CRLs**

CRLs are posted to the repository within a commercially reasonable time after generation. This is generally done automatically within minutes of generation.

#### **4.9.9 On-Line Revocation/Status Checking Availability**

Online revocation and other Certificate status information are available via a web-based repository and, where offered, OCSP. Processing Centers shall have a web-based repository that permits Relying Parties to make online inquiries regarding revocation and other Certificate status information. A Processing Center, as part of its contract with a Service Center, shall host such a repository on behalf of the Service Center. Processing Centers provide Relying Parties with information on how to find the appropriate repository to check Certificate status and, if OCSP is available, how to find the right OCSP responder.

#### **4.9.10 On-Line Revocation Checking Requirements**

A relying party must check the status of a certificate on which he/she/it wishes to rely. If a Relying Party does not check the status of a Certificate on which the Relying Party wishes to rely by consulting the most recent relevant CRL, the Relying Party shall check Certificate status by consulting the applicable repository or by requesting Certificate status using the applicable OCSP responder (where OCSP services are available).

#### **4.9.11 Other Forms of Revocation Advertisements Available**

Not applicable

#### **4.9.12 Special Requirements re Key Compromise**

VTN Participants shall be notified of an actual or suspected CA private key Compromise using commercially reasonable efforts. Processing Centers shall use commercially reasonable efforts to notify potential Relying Parties if they discover, or have reason to believe, that there has been a Compromise of the private key of one of their own CAs or one of the CAs within their subdomains.

#### **4.9.13 Circumstances for Suspension**

Not applicable

#### **4.9.14 Who Can Request Suspension**

Not applicable

#### **4.9.15 Procedure for Suspension Request**

Not applicable

#### **4.9.16 Limits on Suspension Period**

Not applicable

### ***4.10 Certificate Status Services***

#### **4.10.1 Operational Characteristics**

The Status of public certificates is available via CRL through a Processing Center's website (at a URL specified in that Processing Center's CPS), LDAP directory and via an OCSP responder (where available).

#### **4.10.2 Service Availability**

Certificate Status Services shall be available 24x7 without scheduled interruption. Unscheduled interruptions are possible due to events beyond the Processing Center's control.

#### **4.10.3 Optional Features**

OCSP is an optional status service feature that is not available for all products and must be specifically enabled for other products

### ***4.11 End of Subscription***

A subscriber may end a subscription for a VTN certificate by:

- Allowing his/her/its certificate to expire without renewing or re-keying that certificate
- Revoking of his/her/its certificate before certificate expiration without replacing the certificates.

### ***4.12 Key Escrow and Recovery***

With the exception of enterprises deploying Managed PKI Key Management Services no VTN participant may escrow CA, RA or end-user Subscriber private keys.

Enterprise customers using Managed PKI Key Management Service can escrow copies of the private keys of Subscribers whose Certificate Applications they approve. VeriSign does not store copies of Subscriber private keys but plays an important role in the Subscriber key recovery process.

#### **4.12.1 Key Escrow and Recovery Policy and Practices**

Enterprise customers using the Managed PKI Key Management service (or an equivalent service approved by VeriSign) are permitted to escrow end-user Subscribers' private key. Escrowed private keys shall be stored in encrypted form using the Managed PKI Key Manager software. Except for enterprise customers using the Managed PKI Key Manager Service (or an equivalent

service approved by VeriSign), the private keys of CAs or end-user Subscribers shall not be escrowed.

End-user Subscriber private keys shall only be recovered under the circumstances permitted within the Managed PKI Key Management Service Administrator's Guide, under which:

- Enterprise customers using Managed PKI Key Manager shall confirm the identity of any person purporting to be the Subscriber to ensure that a purported Subscriber request for the Subscriber's private key is, in fact, from the Subscriber and not an imposter,
- Such Enterprise customers shall recover a Subscriber's private key without the Subscriber's request only for their legitimate and lawful purposes, such as to comply with judicial or administrative process or a search warrant, and not for any illegal, fraudulent, or other wrongful purpose, and

Such Enterprise customers shall have personnel controls in place to prevent Key Management Service Administrators and other persons from obtaining unauthorized access to private keys.

An Enterprise Customer using KMS shall, at a minimum:

- Notify the subscribers that their private keys are escrowed
- Protect subscribers' escrowed keys from unauthorized disclosure,
- Protect all information, including the administrator's own key(s) that could be used to recover subscribers' escrowed keys.
- Release subscribers' escrowed keys only for properly authenticated and authorized requests for recovery.
- Revoke the Subscriber's Key pair prior to recovering the encryption key.
- Not be required to communicate any information concerning a key recovery to the subscriber except when the subscriber him/herself has requested recovery.
- Not disclose or allow to be disclosed escrowed keys or escrowed key-related information to any third party unless required by the law, government rule, or regulation; by the enterprise's organization policy; or by order of a court of competent jurisdiction.

#### **4.12.2 Session Key Encapsulation and Recovery Policy and Practices**

Private keys are stored on the enterprise's premises in encrypted form. Each Subscriber's private key is individually encrypted with its own triple-DES symmetric key generated. A Key Escrow Record (KER) is generated, then the triple-DES key is combined with a random session key mask also generated in hardware and destroyed. Only the resulting masked session key (MSK) is securely sent and stored at VeriSign. The KER (containing the end user's private key) and the random session key mask are stored in the Key Manager database on the enterprise premises.

Recovery of a private key and digital certificate requires the Managed PKI administrator to securely log on to the Managed PKI Control Center, select the appropriate key pair to recover and click a "recover" hyperlink. Only after an approved administrator clicks the "recover" link is the MSK for that key pair returned from the Managed PKI database operated out of VeriSign's secure data center. The Key Manager combines the MSK with the random session key mask and regenerates the triple-DES key which was used to originally encrypt the private key, allowing recovery of the end user's private key. As a final step, an encrypted PKCS#12 file is returned to the administrator and ultimately distributed to the end user.

### **5. Facility, Management, and Operational Controls**

#### **5.1 Physical Controls**

The VTN has documented detailed physical control and security policies for CAs and RAs to adhere to. Compliance with these policies is included in the VTN independent audit requirements described in Section 8. These documents contain sensitive security information and are only available upon agreement with VeriSign. An overview of the requirements are described below.

### **5.1.1 Site Location and Construction**

All VTN CA and RA operations shall be conducted within a physically protected environment that deters, prevents, and detects unauthorized use of, access to, or disclosure of sensitive information and systems. For VeriSign and Affiliates, this environment shall comply with the requirements in the Security and Audit Requirements Guide.

Such requirements are based in part on the establishment of physical security tiers. A tier is a barrier such as a locked door or gate that provides mandatory access control for individuals and requires a positive response (e.g., door or gate unlocks or opens) for each individual to proceed to the next area. Each successive tier provides more restricted access and greater physical security against intrusion or unauthorized access. Moreover, each physical security tier encapsulates the next inner tier, such that an inner tier must be fully contained in an outside tier and cannot have a common outside wall with the outside tier, the outermost tier being the outside wall of the building.

The minimum level of physical security required by the CA or RA is determined by the highest class of certificates they process. For example, VeriSign processes and issues Class 1, 2 and 3 Certificates and therefore operates at the highest level of security required under the VTN. CAs or RAs processing or issuing Class 1 or Class 2 certificates are required to implement a level of security appropriate to the specific class of certificate. CAs and RAs shall describe their Site Location and Construction in more detail in their CPS.

### **5.1.2 Physical Access**

Access to each tier of physical security shall be auditable and controlled so that each tier can be accessed only by authorized personnel.

### **5.1.3 Power and Air Conditioning**

The secure facilities of CAs and RAs shall be equipped with primary and backup power systems to ensure continuous, uninterrupted access to electric power. Also, these secure facilities shall be equipped with primary and backup heating/ventilation/air conditioning systems to control temperature and relative humidity.

### **5.1.4 Water Exposures**

The secure facilities of CAs and RAs shall be constructed and equipped, and procedures shall be implemented, to prevent floods or other damaging exposure to water.

### **5.1.5 Fire Prevention and Protection**

The secure facilities of CAs and RAs shall be constructed and equipped, and procedures shall be implemented, to prevent and extinguish fires or other damaging exposure to flame or smoke. These measures shall meet all local applicable safety regulations.

### **5.1.6 Media Storage**

CAs and RAs shall protect the magnetic media holding back ups of critical system data or any other sensitive information from water, fire, or other environmental hazards, and shall use protective measures to deter, detect, and prevent the unauthorized use of, access to, or disclosure of such media.

### **5.1.7 Waste Disposal**

CAs and RAs shall implement procedures for the disposal of waste (paper, media, or any other waste) to prevent the unauthorized use of, access to, or disclosure of waste containing Confidential/Private Information.

### **5.1.8 Off-Site Backup**

CAs and RAs shall maintain back ups of critical system data or any other sensitive information, including audit data, in a secure off-site facility.

## **5.2 Procedural Controls**

### **5.2.1 Trusted Roles**

Employees, contractors, and consultants that are designated to manage infrastructural trustworthiness shall be considered to be “Trusted Persons” serving in a “Trusted Position.” Persons seeking to become Trusted Persons by obtaining a Trusted Position shall meet the screening requirements of this CP.

Trusted Persons include all employees, contractors, and consultants that have access to or control authentication or cryptographic operations that may materially affect:

- the validation of information in Certificate Applications;
- the acceptance, rejection, or other processing of Certificate Applications, revocation requests, or renewal requests, or enrollment information;
- the issuance, or revocation of Certificates, including (in the case of Processing Centers) personnel having access to restricted portions of its repository or the handling of Subscriber information or requests.

Trusted Persons include, but are not limited to:

- customer service personnel,
- system administration personnel,
- designated engineering personnel, and
- executives that are designated to manage infrastructural trustworthiness.

### **5.2.2 Number of Persons Required per Task**

CAs and RAs shall establish, maintain, and enforce rigorous control procedures to ensure the segregation of duties based on job responsibility and to ensure that multiple Trusted Persons are required to perform sensitive tasks.

Policy and control procedures are in place to ensure segregation of duties based on job responsibilities. The most sensitive tasks, such as access to and management of CA cryptographic hardware (cryptographic signing unit or CSU) and associated key material, require multiple Trusted Persons.

These internal control procedures are designed to ensure that at a minimum, two trusted personnel are required to have either physical or logical access to the device. Access to CA cryptographic hardware is strictly enforced by multiple Trusted Persons throughout its lifecycle, from incoming receipt and inspection to final logical and/or physical destruction. Once a module is activated with operational keys, further access controls are invoked to maintain split control over both physical and logical access to the device. Persons with physical access to modules do not hold “Secret Shares” and vice versa.

Other manual operations such as the validation and issuance of Class 3 Certificates, not issued by an automated validation and issuance system, require the participation of at least 2 Trusted Persons, or a combination of at least one trusted person and an automated validation and issuance process.

### **5.2.3 Identification and Authentication for Each Role**

CAS and RAs shall confirm the identity and authorization of all personnel seeking to become Trusted before such personnel are:

- issued with their access devices and granted access to the required facilities;
- given electronic credentials to access and perform specific functions on Information Systems and CA or RA systems.

Authentication of identity shall include the personal (physical) presence of such personnel before Trusted Persons performing HR or security functions within an entity and a check of well-recognized forms of identification, such as passports and driver's licenses. Identity shall be further confirmed through background the checking procedures specified in this CP.

### **5.2.4 Roles Requiring Separation of Duties**

Roles requiring Separation of duties include (but are not limited to)

- the validation of information in Certificate Applications;
- the acceptance, rejection, or other processing of Certificate Applications, revocation requests, or renewal requests, or enrollment information;
- the issuance, or revocation of Certificates, including personnel having access to restricted portions of the repository;
- the handling of Subscriber information or requests
- the generation, issuing or destruction of a CA certificate
- the loading of a CA on production

## **5.3 Personnel Controls**

The VTN has documented detailed personnel control and security policies for CAs and RAs to adhere to and be audited against. Compliance with these policies is included in the independent audit requirements described in Section 8. These documents contain sensitive security information and are only available by VTN participants under agreement with VeriSign. An overview of the requirements are described below.

### **5.3.1 Qualifications, Experience, and Clearance Requirements**

CAs and RAs shall require that personnel seeking to become Trusted Persons present proof of the requisite background, qualifications, and experience needed to perform their prospective job responsibilities competently and satisfactorily, as well as proof of any government clearances, if any, necessary to perform certification services under government contracts.

### **5.3.2 Background Check Procedures**

CAs and RAs shall conduct background check procedures for personnel seeking to become Trusted Persons. Background checks shall be repeated for personnel holding Trusted Positions at least every five (5) years. These procedures shall be subject to any limitations on background checks imposed by local law. To the extent one of the requirements imposed by this section cannot be met due to a prohibition or limitation in local law, the investigating entity shall utilize a substitute investigative technique permitted by law that provides substantially similar information,

including but not limited to obtaining a background check performed by the applicable governmental agency.

The factors revealed in a background check that may be considered grounds for rejecting candidates for Trusted Positions or for taking action against an existing Trusted Person are discussed in the Security and Audit Requirements Guide and generally include (but are not limited to) the following:

- Misrepresentations made by the candidate or Trusted Person,
- Highly unfavorable or unreliable professional references,
- Certain criminal convictions, and
- Indications of a lack of financial responsibility.

Reports containing such information shall be evaluated by human resources and security personnel, and such personnel shall take actions, in accordance with the Security and Audit Requirements Guide, that are reasonable in light of the type, magnitude, and frequency of the behavior uncovered by the background check. Such actions may include measures up to and including the cancellation of offers of employment made to candidates for Trusted Positions or the termination of existing Trusted Persons. The use of information revealed in a background check to take such actions shall be subject to applicable law.

Background investigation of persons seeking to become a Trusted Person includes:

- a confirmation of previous employment,
- a check of professional references,
- a confirmation of the highest or most relevant educational degree obtained,
- a search of criminal records (local, state or provincial, and national), and
- a check of credit/financial records.

Processing Centers and Affiliate Service Centers Service Centers and Processing Centers shall perform the following additional investigations:

- a search of driver's license records, and
- a search of government social insurance records (analogous to Social Security Administration records in the United States or comparable system outside the United States).

### **5.3.3 Training Requirements**

CAs and RAs shall provide their personnel with the requisite training prior to being hired, and shall provide the requisite on-the-job training, needed for their personnel to perform their job responsibilities relating to CA or RA operations competently and satisfactorily. They shall also periodically review their training programs, and their training shall address the elements relevant to functions performed by their personnel. Affiliate customer service personnel shall meet VeriSign training requirements, as a condition of the Affiliate beginning operations.

Training programs must address the elements relevant to the particular environment of the person being trained, including:

- Security principles and mechanisms of the VTN,
- Hardware and software versions in use,
- All duties the person is expected to perform,
- Incident and Compromise reporting and handling, and
- Disaster recovery and business continuity procedures.

### **5.3.4 Retraining Frequency and Requirements**

CAs and RAs shall provide refresher training and updates to their personnel to the extent and frequency required to ensure that such personnel maintain the required level of proficiency to perform their job responsibilities competently and satisfactorily.

### **5.3.5 Job Rotation Frequency and Sequence**

Not applicable

### **5.3.6 Sanctions for Unauthorized Actions**

CAs and RAs shall establish, maintain, and enforce employment policies for the discipline of personnel following unauthorized actions. Disciplinary actions may include measures up to and including termination and shall be commensurate with the frequency and severity of the unauthorized actions.

### **5.3.7 Independent Contractor Requirements**

CAs and RAs may permit independent contractors or consultants to become Trusted Persons only to the extent necessary to accommodate clearly-defined outsourcing relationships and only under the following conditions:

- the entity using the independent contractors or consultants as Trusted Persons does not have suitable employees available to fill the roles of Trusted Persons, and
- the contractors or consultants are trusted by the entity to the same extent as if they were employees.

Otherwise, independent contractors and consultants shall have access to VeriSign's, an Affiliate's, or an Enterprise Customer's secure facility only to the extent they are escorted and directly supervised by Trusted Persons.

### **5.3.8 Documentation Supplied to Personnel**

VeriSign, Affiliates, and Enterprise Customers shall give their personnel (including Trusted Persons) the requisite training and other documentation needed to perform their job responsibilities competently and satisfactorily.

## **5.4 Audit Logging Procedures**

### **5.4.1 Types of Events Recorded**

The types of auditable events that must be recorded by CAs and RAs are set forth below. All logs, whether electronic or manual, shall contain the date and time of the event, and the identity of the entity that caused the event. CAs shall state in their CPS the logs and types of events they record.

Types of auditable events include:

- Operational events (including but not limited to (1) the generation of a CA's own keys and the keys of subordinate CAs, (2) start-up and shutdown of systems and applications, (3) changes to CA details or keys, (4) cryptographic module lifecycle management-related events (e.g., receipt, use, deinstallation, and retirement), (5) possession of activation data for CA private key operations, physical access logs, (6) system configuration changes and maintenance, (7) Records of the destruction of media containing key material, activation data, or personal Subscriber information)

- Certificate lifecycle events (including but not limited to initial issuance, re-key, renew, revocation, suspension)
- Trusted employee events (including but not limited to (1) logon and logoff attempts, (2) attempts to create, remove, set passwords or change the system privileges of the privileged users, (3) personnel changes)
- Discrepancy and compromise reports (including but not limited to unauthorized system and network logon attempts)
- Failed read and write operations on the Certificate and repository
- Changes to Certificate creation policies e.g., validity period

#### **5.4.2 Frequency of Processing Log**

Audit logs shall be reviewed in response to alerts based on irregularities and incidents within their CA/RA systems. Processing Centers shall compare their audit logs with the supporting manual and electronic logs from their RA Customers and Service Centers when any action is deemed suspicious.

Audit log processing shall consist of a review of the audit logs and documenting the reason for all significant events in an audit log summary. Audit log reviews shall include a verification that the log has not been tampered with, an inspection of all log entries, and an investigation of any alerts or irregularities in the logs. Actions taken based on audit log reviews shall be documented.

#### **5.4.3 Retention Period for Audit Log**

Audit logs shall be retained onsite for at least two (2) months after processing and thereafter archived in accordance with Section 5.5.2.

#### **5.4.4 Protection of Audit Log**

Audit logs are protected with an electronic audit log system that includes mechanisms to protect the log files from unauthorized viewing, modification, deletion, or other tampering.

#### **5.4.5 Audit Log Backup Procedures**

Incremental backups of audit logs are created daily and full backups are performed weekly.

#### **5.4.6 Audit Collection System (Internal vs. External)**

No stipulation

#### **5.4.7 Notification to Event-Causing Subject**

Where an event is logged by the audit collection system, no notice is required to be given to the individual, organization, device, or application that caused the event.

#### **5.4.8 Vulnerability Assessments**

Events in the audit process are logged, in part, to monitor system vulnerabilities. Logical security vulnerability assessments (“LSVAs”) are performed, reviewed, and revised following an examination of these monitored events. LSVAs are based on real-time automated logging data and are performed on a daily, monthly, and annual basis. An annual LSVA will be an input into an entity’s annual Compliance Audit.

## **5.5 Records Archival**

### **5.5.1 Types of Records Archived**

RAs and CAs archive:

- All audit data collected in terms of Section 5.4
- Certificate application information
- Documentation supporting certificate applications

### **5.5.2 Retention Period for Archive**

Records shall be retained for at least the time periods set forth below following the date the Certificate expires or is revoked.

- Five (5) years for Class 1 Certificates,
- Ten (10) years and six (6) months for Class 2 and Class 3 Certificates
- Twenty (20) years and six (6) months for Class 4 Certificates

### **5.5.3 Protection of Archive**

An entity maintaining an archive of records shall protect the archive so that only the entity's authorized Trusted Persons are able to obtain access to the archive. The archive is protected against unauthorized viewing, modification, deletion, or other tampering by storage within a Trustworthy System. The media holding the archive data and the applications required to process the archive data shall be maintained to ensure that the archive data can be accessed for the time period set forth in this CP.

### **5.5.4 Archive Backup Procedures**

Entities compiling electronic information shall incrementally back up system archives of such information on a daily basis and perform full backups on a weekly basis. Copies of paper-based records shall be maintained in an off-site secure facility.

### **5.5.5 Requirements for Time-Stamping of Records**

Certificates, CRLs, and other revocation database entries shall contain time and date information. Such time information need not be cryptographic-based.

### **5.5.6 Archive Collection System (Internal or External)**

Archive collection systems for entities within the VTN shall be internal, except for enterprise RA Customers. Processing Centers shall assist their enterprise RAs in preserving an audit trail. Such an archive collection system therefore is external to that enterprise RA. Otherwise, entities within the VTN shall utilize internal archive collection systems.

### **5.5.7 Procedures to Obtain and Verify Archive Information**

Only authorized Trusted Personnel are able to obtain access to the archive. The integrity of the information is verified when it is restored.

## **5.6 Key Changeover**

A CA Certificate may be renewed if the CA's Superior Entity reconfirms the identity of the CA. Following such reconfirmation, the Superior Entity shall either approve or reject the renewal application.

Following an approval of a renewal request, the Superior Entity shall conduct a Key Generation Ceremony in order to generate a new key pair for the CA. During such Key Generation Ceremony, the Superior Entity shall sign and issue the CA a new Certificate. Such Key Generation Ceremony shall meet the Key Ceremony requirements documented in the VTN's confidential security policies. New CA Certificates containing the new CA public keys generated during such Key Generation Ceremony shall be made available to Relying Parties.

## **5.7 Compromise and Disaster Recovery**

### **5.7.1 Incident and Compromise Handling Procedures**

Backups of the following CA information shall be kept in off-site storage and made available in the event of a Compromise or disaster: Certificate Application data, audit data (per CP § 4.5), and database records for all Certificates issued. Back-ups of CA private keys shall be generated and maintained in accordance with CP § 6.2.4. Processing Centers shall maintain backups of the foregoing CA information for their own CAs, as well as the CAs of Service Centers and EnterpriseCustomers within their Subdomains.

### **5.7.2 Computing Resources, Software, and/or Data Are Corrupted**

Following corruption of computing resources, software, and/or data, a report of the , and a response to the event, shall be promptly made by the affected CA or RA in accordance with the VeriSign's documented incident and Compromise reporting and handling procedures in the applicable CPS and the VTN's documented confidential security policies.

### **5.7.3 Entity Private Key Compromise Procedures**

In the event of a CA private key compromise that CA will be revoked. VeriSign uses commercially reasonable efforts to notify potential Relying Parties if VeriSign discovers, or has reason to believe, that there has been a Compromise of the private key of a VeriSign CA.

### **5.7.4 Business Continuity Capabilities After a Disaster**

VTN entities operating secure facilities for CA and RA operations develop, test, maintain, and, if necessary, implement a disaster recovery plan designed to mitigate the effects of any kind of natural or man-made disaster. Disaster recovery plans address the restoration of information systems services and key business functions. Disaster recovery sites have the physical security protections specified by the VTN.

Processing Centers have the capability of restoring or recovering operations within twenty-four (24) hours following a disaster with, at a minimum, support for the following functions: Certificate issuance, Certificate revocation, publication of revocation information, and providing key recovery information for Enterprise Customers using Managed PKI Key Manager. A Processing Center's disaster recovery database shall be synchronized with the production database within the time limits set forth in the Security and Audit Requirements Guide. A Processing Center's disaster

recovery equipment shall have the physical security protections documented in the VTN's confidential security policies, which includes the enforcement of physical security tiers.

Service Centers have the capability of declaring a disaster on their web sites in their local languages and English, and of directing Subscribers, Relying Parties, and other interested persons to a Processing Center supporting their lifecycle services.

A Service Center or Processing Center disaster recovery plan makes provision for the full recovery within one week following disaster occurring at the Service Center's or Processing Center's primary site. Each Service Center and Processing Center shall install and test equipment at its primary site to support CA/RA functions following all but a major disaster that would render the entire facility inoperable. Such equipment ensures redundancy and fault tolerance.

## **5.8 CA or RA Termination**

The termination of a non-VeriSign CA or RA (Affiliate, enterprise Customer) shall be subject to the agreement entered into between the CA to be terminated and its Superior Entity. Both parties shall, in good faith, use commercially reasonable effort to agree on a termination plan that minimizes disruption to Customers, Subscribers, and Relying Parties. The termination plan may cover issues such as:

- Providing notice to parties affected by the termination, such as Subscribers, Relying Parties, and Customers,
- Who bears the cost of such notice, the terminating CA or the Superior Entity,
- The revocation of the Certificate issued to the CA by the Superior Entity,
- The preservation of the CA's archives and records for the time periods required in this CP
- The continuation of Subscriber and customer support services,
- The continuation of revocation services, such as the issuance of CRLs or the maintenance of online status checking services,
- The revocation of unexpired unrevoked Certificates of end-user Subscribers and subordinate CAs, if necessary,
- The payment of compensation (if necessary) to Subscribers whose unexpired, unrevoked Certificates are revoked under the termination plan or provision, for the issuance of substitute Certificates by a successor CA,
- Disposition of the CA's private key and the hardware token containing such private key,
- Provisions needed for the transition of the CA's services to a successor CA.

## **6. Technical Security Controls**

### **6.1 Key Pair Generation and Installation**

#### **6.1.1 Key Pair Generation**

Key pair generation shall be performed using Trustworthy Systems and processes that provide the required cryptographic strength of the generated keys and prevent the loss, disclosure, modification, or unauthorized use of private keys. This requirement applies to end-user Subscribers, Enterprise Customers using Managed PKI Key Manager, CAs pregenerating key pairs on end-user Subscriber hardware tokens and Processing Centers. Processing Centers generate the CA key pairs of the Client Service Centers, and Enterprise Customers in their Subdomains.

CA keys are generated in a Key Generation Ceremony. All Key Generation Ceremonies conform to the requirements documented in the VTN's confidential security policies.

### **6.1.2 Private Key Delivery to Subscriber**

End-user Subscribers' private keys are generally generated by the end-user Subscribers themselves, and therefore private key delivery to a Subscriber is unnecessary. Private keys shall be delivered to end-user Subscribers only when:

- Their Certificate Applications are approved by an Enterprise Customer using Managed PKI Key Manager,
- They are Roaming Subscribers, whose private keys are sent to client terminals that they use and decrypted at the client terminals for use in a single, or
- Their key pairs are pre-generated on hardware tokens, which are distributed to Certificate Applicants in connection with the enrollment process.

Enterprise Customers using Managed PKI Key Manager (or an equivalent service approved by VeriSign) shall use the Managed PKI Key Manager Software (or equivalent software approved by VeriSign) and Trustworthy Systems to deliver private keys to Subscribers and shall secure such delivery through the use of a PKCS#12 package or any other comparably equivalent means (e.g., encryption) in order to prevent the loss, disclosure, modification, or unauthorized use of such private keys. Where key pairs are pre-generated on hardware tokens, the entities distributing such tokens shall take commercially reasonable efforts to provide physical security of the tokens to prevent the loss, disclosure, modification, or unauthorized use of the private keys on them.

### **6.1.3 Public Key Delivery to Certificate Issuer**

When a public key is transferred to the issuing CA to be certified, it shall be delivered through a mechanism ensuring that the public key has not been altered during transit and that the Certificate Applicant possesses the private key corresponding to the transferred public key. The acceptable mechanism within the VTN for public key delivery is a PKCS#10 Certificate signing request package or an equivalent method ensuring that:

- The public key has not been altered during transit; and
- The Certificate Applicant possesses the private key corresponding to the transferred public key.

Processing Centers performing Key Generation Ceremonies transfer the public key from the cryptographic module where it was created to the cryptographic module of the superior CA (same cryptographic module if a PCA) by wrapping it in a PKCS#10 Certificate signing request.

### **6.1.4 CA Public Key Delivery to Relying Parties**

The public keys of the PCAs are included in root Certificates that are already embedded within many popular software applications, making special root distribution mechanisms unnecessary. Also, in many instances, a Relying Party using the S/MIME protocol will automatically receive, in addition to the Subscriber's Certificate, the Certificates (and therefore the public keys) of all CAs subordinate to the relevant PCA.

### **6.1.5 Key Sizes**

Key pairs shall be of sufficient length to prevent others from determining the key pair's private key using cryptanalysis during the period of expected utilization of such key pairs. The current VTN Standard for minimum key sizes is the use of key pairs equivalent in strength to 1024 bit RSA for PCAs and CAs.

VeriSign recommends the use of a minimum key size equivalent in strength to 1024 bit RSA for end entity certificates key pairs. VeriSign may not approve certain end entity certificates generated with a key pair size of 512 bit or less.

### **6.1.6 Public Key Parameters Generation and Quality Checking**

VTN Participants using the Digital Signature Standard shall generate the required Key Parameters in accordance with FIPS 186-2 or a PMA-approved equivalent standard. When VTN Participants use the Digital Signature Standard, the quality of the generated Key Parameters shall be verified in accordance with FIPS 186-2 or a PMA-approved equivalent standard.

### **6.1.7 Key Usage Purposes (as per X.509 v3 Key Usage Field)**

Refer to Section 7.1.2.1.

## **6.2 Private Key Protection and Cryptographic Module Engineering Controls**

### **6.2.1 Cryptographic Module Standards and Controls**

Private keys within the VTN shall be protected using a Trustworthy System and private key holders shall take necessary precautions to prevent the loss, disclosure, modification, or unauthorized use of such Private Keys in accordance with this CP, contractual obligations and requirements documented in the VTN's confidential security policies. End-user Subscribers have the option of protecting their private keys in a smart card or other hardware token. The private keys of Roaming Subscribers, however, reside on an Enterprise Roaming Server in an encrypted form and the symmetric keys to encrypt or decrypt the private key are split between, and reside on, the VeriSign Roaming Server and the Enterprise Roaming Server. VeriSign and enterprise RA customers shall protect private key segments on these servers using a Trustworthy System.

Processing Centers shall perform all CA cryptographic operations on cryptographic modules rated at a minimum of FIPS 140-1 level 3. Service Centers shall perform all RA cryptographic operations on a cryptographic module rated at FIPS 140-1 level 2. VeriSign recommends that enterprise RA Customers perform all Automated Administration RA cryptographic operations on a cryptographic module rated at least FIPS 140-1 level 2. The requirements for ratings in this section are subject to any applicable local requirements for higher ratings.

### **6.2.2 Private Key (n out of m) Multi-Person Control**

Multi-person control are enforced to protect the activation data needed to activate CA private keys held by Processing Centers in accordance with the standards documented in the VTN's confidential security policies. Processing Centers use "Secret Sharing" to split the private key or activation data needed to operate the private key into separate parts called "Secret Shares" held by individuals called "Shareholders." Some threshold number of Secret Shares (m) out of the total number of Secret Shares (n) shall be required to operate the private key.

Processing Centers utilize Secret Sharing to protect the activation data needed to activate their own private keys and other CAs within their respective Subdomains in accordance with the standards documented in the VTN's confidential security policies. Processing Centers also use Secret Sharing to protect the activation data needed to activate private keys located at their respective disaster recovery sites.

The threshold number of shares needed to sign a CA certificate is 3. It should be noted that the number of shares distributed for disaster recovery tokens may be less than the number distributed for operational tokens, while the threshold number of required shares remains the same.

### **6.2.3 Private Key Escrow**

CA private keys are not escrowed. Escrow of private keys for end user subscribers is explained in more detail in Section 4.12.

### **6.2.4 Private Key Backup**

CAs shall back up their own private keys so as to be able to recover from disasters and equipment malfunction in accordance with the standards documented in the VTN's confidential security policies. Processing Centers shall also back up the private keys of CAs within their Subdomains. Backups shall be made in accordance with these documented policies. Back-ups shall be made by copying such private keys and entering them onto back-up cryptographic modules in accordance with Section 6.2.6 and 6.2.7.

Private keys that are backed up are to be protected from unauthorized modification or disclosure through physical or cryptographic means. Back ups are protected with a level of physical and cryptographic protection equal to or exceeding that for cryptographic modules within the CA site, such as at a disaster recovery site or at another secure off-site facility, such as a bank safe.

The backup of end-user Subscriber private keys subject to the Managed PKI Key Manager service, is governed by Section 4.12. VeriSign recommends that Enterprise Customers having Automated Administration tokens and Class 3 end-user Subscribers who are not subject to the Managed PKI Key Manager service back up their private keys and protect them from unauthorized modification or disclosure by physical or cryptographic means. The database of encrypted private keys stored on an Enterprise Roaming Server and the databases of segments of symmetric keys (used to encrypt and decrypt these private keys) stored on the VeriSign Roaming Server and Enterprise Roaming Servers shall be backed up for disaster recovery and business continuity purposes.

### **6.2.5 Private Key Archival**

No stipulation

### **6.2.6 Private Key Transfer Into or From a Cryptographic Module**

The mechanisms of entry of a private key into a cryptographic module shall prevent loss, theft, modification, unauthorized disclosure, or unauthorized use of such private key.

Processing Centers generating CA or RA private keys on one hardware cryptographic module and transferring them into another shall securely transfer such private keys into the second cryptographic module to the extent necessary to prevent loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys. Such transfers shall be limited to making backup copies of the private keys on tokens in accordance with the standards documented in the VTN's confidential security policies. Private keys shall be encrypted during such transfer.

VTN Participants pregenerating private keys and transferring them into a hardware token, for example transferring generated end-user Subscriber private keys into a smart card, shall securely transfer such private keys into the token to the extent necessary to prevent loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys.

### **6.2.7 Private Key Storage on Cryptographic Module**

CA or RA private keys held on hardware cryptographic modules shall be stored in encrypted form.

## 6.2.8 Method of Activating Private Key

All VTN Participants shall protect the activation data for their private keys against loss, theft, modification, unauthorized disclosure, or unauthorized use.

### 6.2.8.1 Class 1 Certificates

The VTN Standard for Class 1 private key protection is for Subscribers to take commercially reasonable measures for the physical protection of the Subscriber's workstation to prevent use of the workstation and its associated private key without the Subscriber's authorization. In addition, VeriSign recommends that Subscribers use a password in accordance with Section 6.4.1 or security of equivalent strength to authenticate the Subscriber before the activation of the private key, which includes, for instance, a password to operate the private key, a Windows logon or screen saver password, or a network logon password.<sup>5</sup>

### 6.2.8.2 Class 2 Certificates

The VTN Standard for Class 2 Private Key protection is for Subscribers to:

- Use a password in accordance with Section 6.4.1 or security of equivalent strength to authenticate the Subscriber before the activation of the private key, which includes, for instance, a password to operate the private key, a Windows logon or screen saver password, a network logon password, or a password in conjunction with the VeriSign Roaming Service; and
- Take commercially reasonable measures for the physical protection of the Subscriber's workstation to prevent use of the workstation and its associated private key without the Subscriber's authorization.

When deactivated, private keys shall be kept in encrypted form only.

### 6.2.8.3 Class 3 Certificates other than Administrator Certificates

The VTN Standard for Class 3 private key protection (other than Administrators) is for Subscribers to:

- Use a smart card, biometric access device, or password in conjunction with the VeriSign Roaming Service, or security of equivalent strength to authenticate the Subscriber before the activation of the private key; and
- Take commercially reasonable measures for the physical protection of the Subscriber's workstation to prevent use of the workstation and its associated private key without the Subscriber's authorization.

Use of a password along with a smart card or biometric access device in accordance with Section 6.4.1 is recommended. When deactivated, private keys shall be kept in encrypted form only.

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<sup>5</sup> The VTN Standard for Class 1 Gateway Customers private key protection requires them to:

- Use a password (or security of equivalent strength) in accordance with CP § 6.4.1.3 to authenticate the Gateway Customer before the activation of the private key, which is associated with an account with administrator privileges on the Gateway server; and
- Take commercially reasonable measures for the physical protection of the Gateway server to prevent use of the server and the private key associated with the server without the Gateway Customer's authorization.

Once the private key is activated, the private key can be active for an indefinite period until deactivated when the Gateway CA system goes offline.

#### 6.2.8.4 Administrators' Private Keys (Class 3)

The VTN Standard for Administrators' private key protection requires them to:

- Use a smart card, biometric access device, password in accordance with Section 6.4.1, or security of equivalent strength to authenticate the Administrator before the activation of the private key, which includes, for instance, a password to operate the private key, a Windows logon or screen saver password, or a network logon password; and
- Take commercially reasonable measures for the physical protection of the Administrator's workstation to prevent use of the workstation and its associated private key without the Administrator's authorization.

VeriSign recommends that Administrators use a smart card, biometric access device, or security of equivalent strength along with the use of a password in accordance with Section 6.4.1 to authenticate the Administrator before the activation of the private key.

When deactivated, private keys shall be kept in encrypted form only.

#### 6.2.8.5 Enterprise RAs using a Cryptographic Module (with Automated Administration or with Managed PKI Key Manager Service)

The VTN Standard for private key protection for Administrators using such a cryptographic module requires them to:

- Use the cryptographic module along with a password in accordance with Section 6.4.1 to authenticate the Administrator before the activation of the private key; and
- Take commercially reasonable measures for the physical protection of the workstation housing the cryptographic module reader to prevent use of the workstation and the private key associated with the cryptographic module without the Administrator's authorization.

#### 6.2.8.6 Private Keys Held by Processing Centers (Class 1-3)

An online CA's private key shall be activated by a threshold number of Shareholders, as defined in Section 6.2.2, supplying their activation data (stored on secure media). Once the private key is activated, the private key may be active for an indefinite period until it is deactivated when the CA goes offline. Similarly, a threshold number of Shareholders shall be required to supply their activation data in order to activate an offline CA's private key. Once the private key is activated, it shall be active only for one time.

### 6.2.9 Method of Deactivating Private Key

Class 3 End-user Subscribers have an obligation to protect their private keys. Such obligations extend to protection of the private key after a private key operation has taken place. The private key may be deactivated after each operation, upon logging off their system, or upon removal of a smart card from the smart card reader depending upon the authentication mechanism employed by the user

When an online CA is taken offline by a Processing Center, the Processing Center's personnel shall remove the token containing such CA's private key from the reader in order to deactivate it. With respect to the private keys of offline CAs, after the completion of a Key Generation Ceremony, in which such private keys are used for private key operations, the Processing Center's personnel shall remove the token containing such CAs' private keys from the reader in order to deactivate them. Once removed from the reader, tokens shall be protected in accordance to the Security and Audit Requirements Guide.

## 6.2.10 Method of Destroying Private Key

Upon termination of the operations of a Processing Center's CA, or a CA within its Subdomain, or the loss, theft, modification, unauthorized disclosure, or unauthorized use of such private key, Processing Center personnel shall decommission the CA's private key by deleting it using functionality of the token containing such CA's private key so as to prevent its recovery following deletion, while not adversely affecting the private keys of other CAs contained on the token. This process shall be witnessed in accordance with the standards documented in the VTN's confidential security policies.<sup>6</sup>

## 6.2.11 Cryptographic Module Rating

See Section 6.2.1

## 6.3 Other Aspects of Key Pair Management

### 6.3.1 Public Key Archival

CAs shall archive their own public keys, as well as the public keys of all CAs within their Subdomains, in accordance Section 5.5.

### 6.3.2 Certificate Operational Periods and Key Pair Usage Periods

The Operational Period for Certificates shall be set according to the time limits set forth in Table 5 below.

The usage period for end-user Subscriber key pairs is the same as the Operational Period for their Certificates, except that private keys may continue to be used after the Operational Period to decrypt messages sent to the Subscriber during the Operational Period. The Operational Period of a Certificate ends upon its expiration or revocation. A CA shall not issue Certificates if their Operational Periods would extend beyond the usage period of the key pair of the CA. Therefore, the CA key pair usage period is necessarily shorter than the operational period of the CA Certificate. Specifically, the usage period is the Operational Period of the CA Certificate minus the Operational Period of the Certificates that the CA issues. Upon the end of the usage period for a Subscriber or CA key pair, the Subscriber or CA shall thereafter cease all use of the key pair, except to the extent a CA needs to sign revocation information until the end of the Operational Period of the last Certificate it has issued.

<b>Certificate Issued By:</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
PCA self-signed	Up to 30 years	Up to 30 years	Up to 30 years
PCA to CA	Up to 10 years	Up to 10 years	Up to 10 years
CA to Subordinate CA	Up to 5 years	Up to 5 years	Up to 5 years

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<sup>6</sup> Class 1 Gateway Customers shall decommission their private keys upon termination of CA operations to prevent loss, theft, modification, unauthorized disclosure, or unauthorized use.

<b>Certificate Issued By:</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>
CA to End-user Subscriber	Up to 2 years	Normally up to 2 years, but under the conditions described below, up to 5 years	Normally up to 2 years, but under the conditions described below, up to 5 years
CA to end-user organizational automated administration certificate	N/A	N/A	Up to 5 years

**Table 5 – Certificate Operational Periods**

Except as noted in this section, VTN Participants shall cease all use of their key pairs after their usage periods have expired.

Certificates issued by CAs to end-user individual Subscribers may have Operational Periods longer than two years, up to five years, if the following requirements are met:

- The Certificates are individual Certificates,
- Subscribers' key pairs reside on a hardware token, such as a smart card,
- Subscribers are annually required to undergo reauthentication procedures under Section 3.2.3,
- Subscribers shall annually prove possession of the private key corresponding to the public key within the Certificate,
- If a Subscriber is unable to complete reauthentication procedures under Section 3.2.3 successfully or is unable to prove possession of such private key when required by the foregoing, the CA shall automatically revoke the Subscriber's Certificate.

Certificates issued by CAs to end-user Class 3 Organization Subscribers may have Operational Periods longer than two years, up to five years, as long as the certificate content is reauthenticated by the CA or RA at least every 25-months.

## **6.4 Activation Data**

### **6.4.1 Activation Data Generation and Installation**

VTN Participants generating and installing activation data for their private keys shall use methods that protect the activation data to the extent necessary to prevent the loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys.

To the extent passwords are used as activation data, Subscribers shall generate passwords that cannot easily be guessed or cracked by dictionary attacks. Class 3 end-user Subscribers may not need to generate activation data, for example if they use biometric access devices.

Processing Centers generate activation data for their own CAs' private keys, and for the private keys of CAs and RAs within their Subdomains, in accordance with the Secret Sharing requirements of this CP and the standards documented in the VTN's confidential security policies.

### **6.4.2 Activation Data Protection**

VTN Participants shall protect the activation data for their private keys using methods that protect against the loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys.

End-user Subscribers shall protect the activation data for their private keys, if any, to the extent necessary to prevent the loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys

Processing Centers utilize Secret Sharing in accordance with this CP and the standards documented in the VTN's confidential security policies. Processing Centers provide the procedures and means to enable Shareholders to take the precautions necessary to prevent the loss, theft, modification, unauthorized disclosure, or unauthorized use of the Secret Shares that they possess. Shareholders shall not:

- Copy, disclose, or make the Secret Share available to a third party, or make any unauthorized use of it whatsoever; or
- disclose his, her, or any other person's status as a Shareholder to any third party.

The Secret Shares and any information disclosed to the Shareholder in connection with his or her duties as a Shareholder constitute Confidential/Private Information.

Processing Centers include in their disaster recovery plans provisions for Shareholders making their Secret Shares available at a disaster recovery site after a disaster. Each Processing Center maintains an audit trail of Secret Shares, and Shareholders shall participate in the maintenance of an audit trail.

### **6.4.3 Other Aspects of Activation Data**

#### **6.4.3.1 Activation Data Transmission**

To the extent activation data for their private keys are transmitted, VTN Participants shall protect the transmission of such activation data for their private keys using methods that protect against the loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys. To the extent Windows or network logon user name/password combination is used as activation data for an end-user Subscriber, the passwords transferred across a network shall be protected against access by unauthorized users.

#### **6.4.3.2 Activation Data Destruction**

Activation data for CA private keys shall be decommissioned using methods that protect against the loss, theft, modification, unauthorized disclosure, or unauthorized use of the private keys protected by such activation data. After the record retention periods in Section 5.5.2 expire, Processing Centers shall decommission activation data by overwriting or physical destruction.

### **6.5 Computer Security Controls**

CA and RA functions take place on Trustworthy Systems in accordance with the standards documented in the VTN's confidential security policies (in the case of VeriSign and Affiliates).

#### **6.5.1 Specific Computer Security Technical Requirements**

Processing Centers shall ensure that the systems maintaining CA software and data files are Trustworthy Systems secure from unauthorized access, which can be demonstrated by compliance with audit criteria applicable under Section 4.5.1. In addition, Processing Centers limit access to production servers to those individuals with a valid business reason for access. General application users shall not have accounts on the production servers.

Processing Centers shall have production networks logically separated from other components. This separation prevents network access except through defined application processes.

Processing Centers shall use firewalls to protect the production network from internal and external intrusion and limit the nature and source of network activities that may access production systems. Processing Centers shall require the use of passwords with a minimum character length and a combination of alphanumeric and special characters, and shall require that passwords be changed on a periodic basis and whenever necessary. Direct access to a Processing Center's database maintaining the Processing Center's repository shall be limited to Trusted Persons in the Processing Center's operations group having a valid business reason for such access.<sup>7</sup>

RAs shall ensure that the systems maintaining RA software and data files are Trustworthy Systems secure from unauthorized access, which can be demonstrated by compliance with audit criteria applicable under Section 4.5.1.

RAs shall logically separate access to these systems and this information from other components. This separation prevents access except through defined processes. RAs shall use firewalls to protect the network from internal and external intrusion and limit the nature and source of activities that may access such systems and information. RAs shall require the use of passwords with a minimum character length and a combination of alphanumeric and special characters, and shall require that passwords be changed on a periodic basis and as necessary. Direct access to the RA's database maintaining Subscriber information shall be limited to Trusted Persons in the RA's operations group having a valid business reason for such access.

## **6.5.2 Computer Security Rating**

Specific security sensitive areas of the CA and RA functionality of VeriSign-supplied software shall meet the assurance requirements of EAL 3 (Common Criteria for Information Technology Security Evaluation, v 2.1, Aug. 1999).

## **6.6 Life Cycle Technical Controls**

### **6.6.1 System Development Controls**

VeriSign provides software for CA and RA functions to Processing Centers, Service Centers, and RAs. Such software, to the extent used to manage Class 2 or 3 Certificates, shall be developed within systems development environments that meet VeriSign's development assurance requirements. VeriSign shall use a design and development process that enforces quality assurance and process correctness.

The software provided by VeriSign, when first loaded, shall provide a method for the entity to verify that the software on the system:

- originated from VeriSign,
- has not been modified prior to installation, and
- is the version intended for use

### **6.6.2 Security Management Controls**

Software for CA and RA functions designed to manage Class 2 or 3 Certificates shall be subject to checks to verify its integrity. VeriSign shall provide a hash of all software packages or software

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<sup>7</sup> Gateway servers shall include the following functionality:  
access control to CA services, identification and authentication for launching of CA services, object re-use for CA random access memory, use of cryptography for session communication and database security, archival of CA and end-user Subscriber history and audit data, audit of security related events, self-test of security related CA services, and Trusted path for identification of PKI roles and associated identities

updates it provides. This hash can be used to verify the integrity of such software manually. Processing Centers shall also have mechanisms and/or policies in place to control and monitor the configuration of their CA systems. Upon installation, and at least once a day, Processing Centers shall validate the integrity of the CA system.

### 6.6.3 Life Cycle Security Controls

No stipulation

### 6.7 Network Security Controls

CA and RA functions are performed using networks secured in accordance with the standards documented in the VTN's confidential security policies (in the case of VeriSign and Affiliates) to prevent unauthorized access, tampering, and denial-of-service attacks. Communications of sensitive information shall be protected using point-to-point encryption for confidentiality and digital signatures for non-repudiation and authentication.

### 6.8 Time-Stamping

Certificates, CRLs, and other revocation database entries shall contain time and date information. Such time information need not be cryptographic-based.

## 7. Certificate, CRL, and OCSP Profiles

### 7.1 Certificate Profile

VTN Certificates conform to (a) ITU-T Recommendation X.509 (1997): Information Technology - Open Systems Interconnection - The Directory: Authentication Framework, June 1997 and (b) RFC 3280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile, April 2002 ("RFC 3280").

At a minimum, X.509 VTN Certificates shall contain the basic fields and indicated prescribed values or value constraints in Table 6 below:

<b>Field</b>	<b>Value or Value constraint</b>
Serial Number	Unique value per Issuer DN
Signature Algorithm	Object identifier of the algorithm used to sign the certificate (See CP § 7.1.3)
Issuer DN	See Section 7.1.4
Valid From	Universal Coordinate Time base. Synchronized to Master Clock of U.S. Naval Observatory. Encoded in accordance with RFC 3280.
Valid To	Universal Coordinate Time base. Synchronized to Master Clock of U.S. Naval Observatory. Encoded in accordance with RFC 3280.
Subject DN	See CP § 7.1.4
Subject Public Key	Encoded in accordance with RFC 3280
Signature	Generated and encoded in accordance with RFC 3280

**Table 6 – Certificate Profile Basic Fields**

### 7.1.1 Version Number(s)

VTN Certificates shall be X.509 Version 3 Certificates although certain Root Certificates are permitted to be X.509 Version 1 Certificates to support legacy systems. CA certificates shall be X.509 Version 1 or Version 3 CA Certificates. End-user Subscriber Certificates shall be X.509 Version 3.

### 7.1.2 Certificate Extensions

Processing Centers and Gateway Customers shall populate X.509 Version 3 VTN Certificates with the extensions required by Section 7.1.2.1-7.1.2.8. Private extensions are permissible, but the use of a private extension(s) is not warranted under this CP and the applicable CPS unless specifically included by reference.

#### 7.1.2.1 Key Usage

X.509 Version 3 Certificates are generally populated in accordance with RFC 3280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile, April 2002. The KeyUsage extension in X.509 Version 3 VTN Certificates are generally configured so as to set and clear bits and the criticality field in accordance with Table 7 below, although setting the nonrepudiation bit for dual key pair signature Certificates through Managed PKI Key Manager is permissible. The criticality field of the KeyUsage extension is generally set to FALSE.

		<i>CAs</i>	<i>Class 1 and Class 2 End-User Subscribers</i>	<i>Automated Administration tokens and Class 2-3 End-User Subscribers</i>	<i>Dual Key Pair Signature (Managed PKI Key Manager)</i>	<i>Dual Key Pair Encipherment (Managed PKI Key Manager)</i>
<b>Criticality</b>		FALSE	FALSE	FALSE	FALSE	FALSE
<b>0</b>	digitalSignature	Clear	Set	Set	Set	Clear
<b>1</b>	nonRepudiation	Clear	Clear	Clear	Clear	Clear
<b>2</b>	keyEncipherment	Clear	Set	Set	Clear	Set
<b>3</b>	dataEncipherment	Clear	Clear	Clear	Clear	Clear
<b>4</b>	keyAgreement	Clear	Clear	Clear	Clear	Clear
<b>5</b>	keyCertSign	Set	Clear	Clear	Clear	Clear
<b>6</b>	CRLSign	Set	Clear	Clear	Clear	Clear
<b>7</b>	encipherOnly	Clear	Clear	Clear	Clear	Clear
<b>8</b>	decipherOnly	Clear	Clear	Clear	Clear	Clear

**Table 7 – Settings for KeyUsage Extension**

Note: Although the nonRepudiation bit is not set in the KeyUsage extension, the VTN nonetheless supports nonrepudiation services for these Certificates. The nonRepudiation bit is not required to be set in these Certificates because the PKI industry has not reached a consensus as to what the nonRepudiation bit means. Until such a consensus emerges, the nonRepudiation bit will not be meaningful for potential Relying Parties. Moreover, the most commonly used applications do not recognize the nonRepudiation bit. Therefore, setting the bit will not help Relying Parties make a trust decision. Consequently, this CP requires that the nonRepudiation bit be cleared, although it may be set in the case of dual key pair signature Certificates issued through Managed PKI Key Manager

### 7.1.2.2 Certificate Policies Extension

CertificatePolicies extension of X.509 Version 3 Certificates are populated with the object identifier of this CP in accordance with Section 7.1.6 and with policy qualifiers set forth in Section 7.1.8. The criticality field of this extension shall be set to FALSE.

### 7.1.2.3 Subject Alternative Names

The subjectAltName extension of X.509 Version 3 Certificates are populated in accordance with RFC 3280. The criticality field of this extension shall be set to FALSE.

### 7.1.2.4 Basic Constraints

X.509 Version 3 CA Certificates BasicConstraints extension shall have the CA field set to TRUE. End-user Subscriber Certificates BasicConstraints extension, shall be populated with a value of an empty sequence. The criticality field of this extension shall be set to TRUE for CA Certificates, but otherwise set to FALSE.

X.509 Version 3 CA Certificates shall have a “pathLenConstraint” field of the BasicConstraints extension set to the maximum number of CA certificates that may follow this Certificate in a certification path. CA Certificates issued to an online Enterprise Customer issuing end-user Subscriber Certificates shall have a “pathLenConstraint” field set to a value of “0” indicating that only an end-user Subscriber Certificate may follow in the certification path.

### 7.1.2.5 Extended Key Usage

X.509 Version 3 VTN End-Entity Certificates are populated with an ExtendedKeyUsage extension configured to include the key purpose object identifiers (OID) shown in Table 8 below. By default, ExtendedKeyUsage is set as a non-critical extension. VTN CA Certificates do not include the ExtendedKeyUsage extension.

	<i>Class 1-3 Client Certificates, RA Certificates issued to Automated Administration tokens, and Class 3 Organizational ASB Certificates</i>	<i>Object Signing Class 3 Organizational Certificates</i>	<i>Other Class 3 Organizational Certificates (e.g., Secure Server IDs and Global Server IDs)</i>
ServerAuth (1.3.6.1.5.5.7.3.1)	Not Included	Not Included	Included
ClientAuth (1.3.6.1.5.5.7.3.2)	Included	Not Included	Included
CodeSigning (1.3.6.1.5.5.7.3.3)	Not Included	Included	Not Included
EmailProtection (1.3.6.1.5.5.7.3.4)	Included	Not Included	Not Included
TimeStamping (1.3.6.1.5.5.7.3.8)	Not Included	Not Included	Not Included

**Table 8 – Types of Key Purposes Included in ExtendedKeyUsage Extension**

### 7.1.2.6 CRL Distribution Points

X.509 Version 3 VTN Certificates are populated with a cRLDistributionPoints extension containing the URL of the location where a Relying Party can obtain a CRL to check the Certificate's status. The criticality field of this extension shall be set to FALSE.

### 7.1.2.7 Authority Key Identifier

X.509 Version 3 VTN Certificates are generally populated with an authorityKeyIdentifier extension. The method for generating the keyIdentifier based on the public key of the CA issuing the Certificate shall be calculated in accordance with one of the methods described in RFC 3280. The criticality field of this extension shall be set to FALSE.

### 7.1.2.8 Subject Key Identifier

If present in X.509 Version 3 VTN Certificates, the criticality field of this extension shall be set to FALSE and the method for generating the keyIdentifier based on the public key of the Subject of the Certificate shall be calculated in accordance with one of the methods described in RFC 3280.

## 7.1.3 Algorithm Object Identifiers

VTN Certificates are signed using one of following algorithms.

- sha-1WithRSAEncryption OBJECT IDENTIFIER ::= {iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 5}
- md5WithRSAEncryption OBJECT IDENTIFIER ::= {iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 4}
- md2WithRSAEncryption OBJECT IDENTIFIER ::= {iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 2}

Certificate signatures produced using these algorithms shall comply with RFC 3279. Use of sha-1WithRSAEncryption shall be given strong preference over md5WithRSAEncryption. md2WithRSAEncryption is no longer used to sign end entity VTN certificates and is only used to sign CRLs for certain legacy CA and End-User Subscriber Certificates.

## 7.1.4 Name Forms

VTN Certificates are populated with the name required under Section 3.1.1. In addition, end-user Subscriber Certificates generally include an additional Organizational Unit field that contains a notice stating that the terms of use of the Certificate are set forth in a URL, and the URL shall be a pointer to the applicable Relying Party Agreement. Exceptions to the foregoing requirement shall be permitted when space, formatting, or interoperability limitations within Certificates make such an Organizational Unit impossible to use in conjunction with the application for which the Certificates are intended.

## 7.1.5 Name Constraints

No stipulation

### 7.1.6 Certificate Policy Object Identifier

The object identifier for the Certificate policy corresponding to each Class of Certificate is set forth in Section 1.2. The CertificatePolicies extension in each X.509 Version 3 VTN Certificate is populated with Section 1.2.

### 7.1.7 Usage of Policy Constraints Extension

No stipulation

### 7.1.8 Policy Qualifiers Syntax and Semantics

All X.509 Version 3 VTN Certificates include a policy qualifier within their CertificatePolicies extensions. Specifically, such Certificates shall contain a CPS pointer qualifier populated with a URL pointing to the applicable Relying Party Agreement.

### 7.1.9 Processing Semantics for the Critical Certificate Policies Extension

No stipulation

## 7.2 CRL Profile

CRLs conform to RFC 3280 and contain the basic fields and contents specified in Table 9 below:

<b>Field</b>	<b>Value or Value constraint</b>
Version	See Section 7.2.1.
Signature Algorithm	Algorithm used to sign the CRL. VeriSign CRLs are signed using sha1WithRSAEncryption (OID: 1.2.840.113549.1.1.5) or md5WithRSAEncryption (OID: 1.2.840.113549.1.1.4) in accordance with RFC 3279.
Issuer	Entity who has signed and issued the CRL.
Effective Date	Issue date of the CRL. CRLs are effective upon issuance.
Next Update	Date by which the next CRL will be issued. . CRL issuance frequency is in accordance with the requirements of Section 4.4.7.
Revoked Certificates	Listing of revoked certificates, including the Serial Number of the revoked Certificate and the Revocation Date.

**Table 9 – CRL Profile Basic Fields**

### 7.2.1 Version Number(s)

The VTN supports both X.509 Version1 and Version 2 CRLs.

### 7.2.2 CRL and CRL Entry Extensions

No stipulation

## 7.3 OCSP Profile

OCSP (Online Certificate Status Protocol) is a way to obtain timely information about the revocation status of a particular certificate. VeriSign uses OCSP to validate:

- Class 2 Enterprise certificates, and

- Class 3 organization certificates where it has been incorporated into VeriSign's Global Trusted Validation protocol (TGV).

OCSP responders conform with RFC2560.

### **7.3.1 Version Number(s)**

Version 1 of the OCSP specification as defined by RFC2560 is supported.

### **7.3.2 OCSP Extensions**

VeriSign's TGV Service used to validate Class 3 Organizational certificates uses secure timestamp and validity period to establish the current freshness of each OCSP response. VeriSign does not use a nonce to establish the current freshness of each OCSP response and clients should not expect a nonce in the response to a request that contains a nonce. Instead, clients should use the local clock to check for response freshness.

## **8. Compliance Audit and Other Assessments**

CAs and RAs undergo a periodic compliance audit ("Compliance Audit") to ensure compliance with VTN Standards after they begin operations.

In addition to these compliance audits, VeriSign and Affiliates shall be entitled to perform other reviews and investigations to ensure the trustworthiness of the VTN, which include, but are not limited to:

- A "Security and Practices Review" of an Affiliate before it is permitted to begin operations. A Security and Practices Review consists of a review of an Affiliate's secure facility, security documents, CPS, VTN-related agreements, privacy policy, and validation plans to ensure that the Affiliate meets VTN Standards.
- VeriSign shall be entitled, within its sole and exclusive discretion, to perform at any time an "Exigent Audit/Investigation" on itself, an Affiliate, or an Enterprise Customer in the event VeriSign or the Superior Entity of the entity to be audited has reason to believe that the audited entity has failed to meet VTN Standards, has experienced an incident or Compromise, or has acted or failed to act, such that the audited entity's failure, the incident or Compromise, or the act or failure to act poses an actual or potential threat to the security or integrity of the VTN.
- VeriSign shall be entitled to perform "Supplemental Risk Management Reviews" on itself, an Affiliate, or a Customer following incomplete or exceptional findings in a Compliance Audit or as part of the overall risk management process in the ordinary course of business.

VeriSign shall be entitled to delegate the performance of these audits, reviews, and investigations to the Superior Entity of the entity being audited, reviewed, or investigated or to a third party audit firm. Entities that are subject to an audit, review, or investigation shall provide reasonable cooperation with VeriSign and the personnel performing the audit, review, or investigation.

### **8.1 Frequency and Circumstances of Assessment**

Compliance Audits are conducted at least annually at the sole expense of the audited entity.

### **8.2 Identity/Qualifications of Assessor**

A third party auditing firm shall perform the Compliance Audits of VTN participants approving one hundred (100) or more Class 3 Certificate Applications within a twelve (12) month period.

Compliance Audits of entities approving Class 1 or 2 Certificate Applications or fewer than one hundred (100) Class 3 Certificate Applications may be self-audits. Self-audits shall be performed by a person within the audited entity that is organizationally independent of the CA/RA Administrator functions. If the audited entity does not employ a person organizationally independent of such Administrator with the appropriate skills to complete an audit, the audited entity shall employ a qualified independent auditor.

Reviews and audits performed by a third party audit firm shall be performed by a certified public accounting firm with demonstrated expertise in computer security or by accredited computer security professionals employed by a competent security consultancy. Such firm shall also have demonstrated expertise in the performance of IT security and PKI compliance audits.

### **8.3 Assessor's Relationship to Assessed Entity**

Compliance Audits performed by third-party audit firms shall be conducted by firms independent of the audited entity. Such firms shall not have a conflict of interest that hinders their ability to perform auditing services.

### **8.4 Topics Covered by Assessment**

Audit topics for each category of entity are set forth below. The audited entity may make a Compliance Audit a module that is part of an overall annual audit of the entity's information systems.

#### **Self-Audits of RAs (Class 1-2)**

An audit program guide describes the procedures for auditing enterprise customers that approve Class 1 and 2 Certificate Applications. Such enterprise customers shall meet their annual Compliance Audit requirement via a self-audit attesting to the satisfaction of the control objectives in the audit program guide and noting any exceptions or irregularities.

#### **Audit of an RA (Class 3)**

An audit program guide describes the procedures for auditing enterprise customers that approve Class 3 Certificate Applications. If such RA Customers approve one hundred (100) or more Class 3 Certificate Applications within a twelve (12) month period, such Customers shall meet their annual Compliance Audit requirement via an audit by a third-party auditing firm attesting to the satisfaction of the control objectives in the audit program guide and noting any exceptions or irregularities. If not, such RA Customers shall meet their annual Compliance Audit requirement via a self-audit attesting to the satisfaction of the control objectives in the audit program guide and noting any exceptions or irregularities.

#### **Audit of VeriSign or an Affiliate (Class 1-3)**

VeriSign and each Affiliate shall be audited pursuant to the Affiliate Audit Program Guide, which incorporates guidelines provided in the American Institute of Certificate Public Accounts' Statement on Auditing Standards (SAS) Number 70, *Reports on the Processing of Transactions by Service Organizations*. Their Compliance Audits shall be a WebTrust for Certification Authorities or an equivalent audit standard approved by VeriSign which includes: A Report of Policies and Procedures in Operation and Test of Operational Effectiveness.

### **8.5 Actions Taken as a Result of Deficiency**

After receiving a Compliance Audit report, the audited entity's Superior Entity shall contact the audited party to discuss any exceptions or deficiencies shown by the Compliance Audit. VeriSign

shall also be entitled to discuss such exceptions or deficiencies with the audited party. The audited entity and the Superior Entity shall, in good faith, use commercially reasonable efforts to agree on a corrective action plan for correcting the problems causing the exceptions or deficiencies and to implement the plan.

In the event of the audited entity's failure to develop such a corrective action plan or implement it, or if the report reveals exceptions or deficiencies that VeriSign and the audited entity's Superior Entity reasonably believe pose an immediate threat to the security or integrity of the VTN, then:

- (a) VeriSign and/or the Superior Entity shall determine whether revocation and Compromise reporting are necessary,
- (b) VeriSign and the Superior Entity shall be entitled to suspend services to the audited entity, and
- (c) If necessary, VeriSign and the Superior Entity may terminate such services subject to this CP and the terms of the audited entity's contract with its Superior Entity

## **8.6 Communications of Results**

Following any Compliance Audit, the audited entity shall provide VeriSign and its Superior Entity (if the Superior Entity is not VeriSign) with the annual report and attestations based on its audit or self-audit within fourteen (14) days after the completion of the audit and no later than forty-five (45) days after the anniversary date of commencement of operations.

## **9. Other Business and Legal Matters**

### **9.1 Fees**

#### **9.1.1 Certificate Issuance or Renewal Fees**

VeriSign, Affiliates, and RA Customers are entitled to charge end-user Subscribers for the issuance, management, and renewal of Certificates.

#### **9.1.2 Certificate Access Fees**

VeriSign, Affiliates, and RA Customers shall not charge a fee as a condition of making a Certificate available in a repository or otherwise making Certificates available to Relying Parties.

#### **9.1.3 Revocation or Status Information Access Fees**

VeriSign and Affiliates shall not charge a fee as a condition of making the CRLs required by this CP available in a repository or otherwise available to Relying Parties. They shall, however, be entitled to charge a fee for providing customized CRLs, OCSP services, or other value-added revocation and status information services. VeriSign and Affiliates shall not permit access to revocation information, Certificate status information, or time stamping in their repositories by third parties that provide products or services that utilize such Certificate status information without VeriSign's prior express written consent.

#### **9.1.4 Fees for Other Services**

VeriSign and Affiliates do not charge a fee for access to this CP or their respective CPSs. Any use made for purposes other than simply viewing the document, such as reproduction, redistribution, modification, or creation of derivative works, shall be subject to a license agreement with the entity holding the copyright to the document.

### **9.1.5 Refund Policy**

To the extent permitted by applicable law, VeriSign, Affiliates, and Resellers shall implement a refund policy. They shall place their refund policies within their web sites (including a listing in their repositories), in their Subscriber Agreements, and, in the case of VeriSign and Affiliates, in their CPSs.

## **9.2 Financial Responsibility**

### **9.2.1 Insurance Coverage**

VeriSign, Affiliates and Enterprise Customers shall maintain a commercially reasonable level of insurance coverage for errors and omissions, either through an errors and omissions insurance program with an insurance carrier or a self-insured retention. This insurance requirement does not apply to governmental entities.

### **9.2.2 Other Assets**

VeriSign, Affiliates and Enterprise Customers shall have sufficient financial resources to maintain their operations and perform their duties, and they must be reasonably able to bear the risk of liability to Subscribers and Relying Parties.

### **9.2.3 Insurance or Warranty Coverage for End-Entities**

The NetSure Protection Plan is an extended warranty program that applies within VeriSign's Subdomain of the VTN and the Subdomains of participating Affiliates. Where it applies, the NetSure Protection Plan provides Subscribers receiving Retail Certificates with protection against accidental occurrences such as theft, corruption, loss, or unintentional disclosure of the Subscriber's private key (corresponding to the public key in the Certificate), as well as impersonation and certain loss of use of the Subscriber's Certificate. The NetSure Protection Plan also provides protection to Relying Parties when they rely on Certificates covered by the NetSure Protection Plan. NetSure is a program provided by VeriSign and backed by insurance obtained from commercial carriers. For general information concerning the NetSure Protection Plan, and a discussion of which Certificates are covered by it, see <http://www.verisign.com/netsure>.

The protections of the NetSure Protection Plan are also offered, for a fee, to Enterprise RA Customers of VeriSign. They can obtain protections under the NetSure Protection Plan subject to the terms of an appropriate agreement for this service. This service not only extends the protections of the NetSure Protection Plan to the Subscribers whose Certificate Applications are approved by the enterprise customer, it also extends these protections to enterprise customer itself.

## **9.3 Confidentiality of Business Information**

### **9.3.1 Scope of Confidential Information**

The following records of Subscribers shall, subject to Section 9.3.2, be kept confidential and private ("Confidential/Private Information"):

- CA application records, whether approved or disapproved,
- Certificate Application records,
- Private keys held by enterprise RA Customers using Managed PKI Key Manager and information needed to recover such Private Keys,
- Transactional records (both full records and the audit trail of transactions),

- VTN audit trail records created or retained by VeriSign, an Affiliate, or a Customer,
- VTN audit reports created by VeriSign, an Affiliate, or a Customer (to the extent such reports are maintained), or their respective auditors (whether internal or public),
- Contingency planning and disaster recovery plans, and
- Security measures controlling the operations of VeriSign or Affiliate hardware and software and the administration of Certificate services and designated enrollment services.

### **9.3.2 Information Not Within the Scope of Confidential Information**

VTN Participants acknowledge that Certificates, Certificate revocation and other status information, repositories of VTN Participants, and information contained within them are not considered Confidential/Private Information. Information not expressly deemed Confidential/Private Information under Section 9.3.1 shall be considered neither confidential nor private. This section is subject to applicable privacy laws.

### **9.3.3 Responsibility to Protect Confidential Information**

## **9.4 Privacy of Personal Information**

### **9.4.1 Privacy Plan**

VeriSign and Affiliates shall implement a privacy policy in accordance with the Affiliate Practices Legal Requirements Guidebook. Such privacy policies shall conform to applicable local privacy laws. VeriSign and Affiliates shall not disclose or sell the names of Certificate Applicants or other identifying information about them, subject to Section 9.3.2 and to the right of a terminating CA to transfer such information to a successor CA under Section 5.8.

### **9.4.2 Information Treated as Private**

Any information about Subscribers that is not publicly available through the content of the issued certificate, certificate directory and online CRLs is treated as private

### **9.4.3 Information Not Deemed Private**

Subject to local laws, all information made public in a certificate is deemed not private.

### **9.4.4 Responsibility to Protect Private Information**

VTN participants receiving private information shall secure it from compromise and disclosure to third parties and shall comply with all local privacy laws in their jurisdiction.

### **9.4.5 Notice and Consent to Use Private Information**

Unless where otherwise stated in this CP, the applicable Privacy Policy or by agreement, private information will not be used without the consent of the party to whom that information applies. This section is subject to applicable privacy laws

### **9.4.6 Disclosure Pursuant to Judicial or Administrative Process**

VTN Participants acknowledge that VeriSign and the Affiliate shall be entitled to disclose Confidential/Private Information if, in good faith, VeriSign or the Affiliate believes that:

- disclosure is necessary in response to subpoenas and search warrants.

- disclosure is necessary in response to judicial, administrative, or other legal process during the discovery process in a civil or administrative action, such as subpoenas, interrogatories, requests for admission, and requests for production of documents.

This section is subject to applicable privacy laws.

#### **9.4.7 Other Information Disclosure Circumstances**

Privacy policies shall contain provisions relating to the disclosure of Confidential/Private Information to the person disclosing it to VeriSign or the Affiliate. This section is subject to applicable privacy laws.

### **9.5 Intellectual Property rights**

The allocation of Intellectual Property Rights among VTN Participants other than Subscribers and Relying Parties shall be governed by the applicable agreements among such VTN Participants. The following subsections of Section 9.5 apply to the Intellectual Property Rights in relation to Subscribers and Relying Parties.

#### **9.5.1 Property Rights in Certificates and Revocation Information**

CAs retain all Intellectual Property Rights in and to the Certificates and revocation information that they issue. VeriSign, Affiliates, and Customers shall grant permission to reproduce and distribute Certificates on a nonexclusive royalty-free basis, provided that they are reproduced in full and that use of Certificates is subject to the Relying Party Agreement referenced in the Certificate. VeriSign, Affiliates, and Customers shall grant permission to use revocation information to perform Relying Party functions subject to the applicable CRL Usage Agreement, Relying Party Agreement, or any other applicable agreements.

#### **9.5.2 Property Rights in the CP**

VTN Participants acknowledge that VeriSign retains all Intellectual Property Rights in and to this CP.

#### **9.5.3 Property Rights in Names**

A Certificate Applicant retains all rights it has (if any) in any trademark, service mark, or trade name contained in any Certificate Application and distinguished name within any Certificate issued to such Certificate Applicant.

#### **9.5.4 Property Rights in Keys and Key Material**

Key pairs corresponding to Certificates of CAs and end-user Subscribers are the property of the CAs and end-user Subscribers that are the respective Subjects of these Certificates, subject to the rights of enterprise Customers using Managed PKI Key Manager, regardless of the physical medium within which they are stored and protected, and such persons retain all Intellectual Property Rights in and to these key pairs. Without limiting the generality of the foregoing, VeriSign's root public keys and the root Certificates containing them, including all PCA public keys and self-signed Certificates, are the property of VeriSign. VeriSign licenses software and hardware manufacturers to reproduce such root Certificates to place copies in trustworthy hardware devices or software. Finally, without limiting the generality of the foregoing, Secret Shares of a CA's private key are the property of the CA, and the CA retains all Intellectual Property Right in and to such Secret Shares even though they cannot obtain physical possession of the those shares or the CA from VeriSign.

## **9.6 Representations and Warranties**

### **9.6.1 CA Representations and Warranties**

VTN CAs warrant that:

- There are no material misrepresentations of fact in the Certificate known to or originating from the entities approving the Certificate Application or issuing the Certificate,
- There are no errors in the information in the Certificate that were introduced by the entities approving the Certificate Application or issuing the Certificate as a result of a failure to exercise reasonable care in managing the Certificate Application or creating the Certificate,
- Their Certificates meet all material requirements of the applicable CPS, and
- Revocation services and use of a repository conform to the applicable CPS in all material aspects.

Subscriber Agreements may include additional representations and warranties

### **9.6.2 RA Representations and Warranties**

VTN RAs warrant that:

- There are no material misrepresentations of fact in the Certificate known to or originating from the entities approving the Certificate Application or issuing the Certificate,
- There are no errors in the information in the Certificate that were introduced by the entities approving the Certificate Application as a result of a failure to exercise reasonable care in managing the Certificate Application,
- Their Certificates meet all material requirements of the applicable CPS, and
- Revocation services (when applicable) and use of a repository conform to the applicable CPS in all material aspects.

Subscriber Agreements may include additional representations and warranties

### **9.6.3 Subscriber Representations and Warranties**

Subscriber warrant that:

- Each digital signature created using the private key corresponding to the public key listed in the Certificate is the digital signature of the Subscriber and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created,
- Their private key is protected and that no unauthorized person has ever had access to the Subscriber's private key,
- All representations made by the Subscriber in the Certificate Application the Subscriber submitted are true,
- All information supplied by the Subscriber and contained in the Certificate is true,
- The Certificate is being used exclusively for authorized and legal purposes, consistent with the applicable CPS, and
- The Subscriber is an end-user Subscriber and not a CA, and is not using the private key corresponding to any public key listed in the Certificate for purposes of digitally signing any Certificate (or any other format of certified public key) or CRL, as a CA or otherwise.

Subscriber Agreements may include additional representations and warranties

#### **9.6.4 Relying Party Representations and Warranties**

Relying Party Agreements require Relying Parties to acknowledge that they have sufficient information to make an informed decision as to the extent to which they choose to rely on the information in a Certificate, that they are solely responsible for deciding whether or not to rely on such information, and that they shall bear the legal consequences of their failure to perform the Relying Party obligations in terms of this CP.

Relying Party Agreements may include additional representations and warranties

#### **9.6.5 Representations and Warranties of Other Participants**

No stipulation

#### **9.7 Disclaimers of Warranties**

To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall disclaim VeriSign's and the applicable Affiliate's possible warranties, including any warranty of merchantability or fitness for a particular purpose, outside the context of the NetSure Protection Plan.

#### **9.8 Limitations of Liability**

To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall limit VeriSign's and the applicable Affiliates' liability outside the context of the NetSure Protection Plan. Limitations of liability shall include an exclusion of indirect, special, incidental, and consequential damages. They shall also include the following liability caps limiting VeriSign's and the Affiliate's damages concerning a specific Certificate:

<b>Class</b>	<b>Liability Caps</b>
<b>Class 1</b>	One Hundred U.S. Dollars (\$ 100.00 US)
<b>Class 2</b>	Five Thousand U.S. Dollars (\$ 5,000.00 US)
<b>Class 3</b>	One Hundred Thousand U.S. Dollars (\$ 100,000.00 US)

**Table 5 – Liability Caps**

The liability caps in Table 5 limit damages recoverable outside the context of the NetSure Protection Plan. Amounts paid under the NetSure Protection Plan are subject to their own liability caps. The liability caps under the NetSure Protection Plan for different kinds of Certificates range from \$1,000 US to \$1,000,000 US. See the NetSure Protection Plan for more detail at <http://www.verisign.com/repository/netsure/>.

The liability (and/or limitation thereof) of Subscribers shall be as set forth in the applicable Subscriber agreements.

The liability (and/or limitation thereof) of enterprise RAs and the applicable CA shall be set out in the agreement(s) between them.

The liability (and/or limitation thereof) of Relying Parties shall be as set forth in the applicable Relying Party Agreements.

## **9.9 Indemnities**

### **9.9.1 Indemnification by Subscribers**

To the extent permitted by applicable law, Subscriber are required to indemnify VeriSign and any non-VeriSign CAs or RAs for:

- Falsehood or misrepresentation of fact by the Subscriber on the Subscriber's Certificate Application,
- Failure by the Subscriber to disclose a material fact on the Certificate Application, if the misrepresentation or omission was made negligently or with intent to deceive any party,
- The Subscriber's failure to protect the Subscriber's private key, to use a Trustworthy System, or to otherwise take the precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorized use of the Subscriber's private key, or
- The Subscriber's use of a name (including without limitation within a common name, domain name, or e-mail address) that infringes upon the Intellectual Property Rights of a third party.

The applicable Subscriber Agreement may include additional indemnity obligations

### **9.9.2 Indemnification by Relying Parties**

To the extent permitted by applicable law, Relying Party Agreements shall require Relying Parties to indemnify VeriSign and any non-VeriSign CAs or RAs for:

- The Relying Party's failure to perform the obligations of a Relying Party,
- The Relying Party's reliance on a Certificate that is not reasonable under the circumstances, or
- The Relying Party's failure to check the status of such Certificate to determine if the Certificate is expired or revoked.

The applicable Relying Party Agreement may include additional indemnity obligations.

## **9.10 Term and Termination**

### **9.10.1 Term**

The CP becomes effective upon publication in the VeriSign repository. Amendments to this CP become effective upon publication in the VeriSign repository.

### **9.10.2 Termination**

This CP as amended from time to time shall remain in force until it is replaced by a new version.

### **9.10.3 Effect of Termination and Survival**

Upon termination of this CP, VTN participants are nevertheless bound by its terms for all certificates issued for the remainder of the validity periods of such certificates.

## **9.11 Individual Notices and Communications with Participants**

Unless otherwise specified by agreement between the parties, VTN participants shall use commercially reasonable methods to communicate with each other, taking into account the criticality and subject matter of the communication.

## **9.12 Amendments**

### **9.12.1 Procedure for Amendment**

Amendments to this CP may be made by the VeriSign Trust Network Policy Management Authority. Amendments shall either be in the form of a document containing an amended form of the CP or an update. Amended versions or updates shall be linked to the Practices Updates and Notices section of the VeriSign Repository located at:

**<https://www.verisign.com/repository/updates>**. Updates supersede any designated or conflicting provisions of the referenced version of the CP. The PMA shall determine whether changes to the CP require a change in the Certificate policy object identifiers of the Certificate policies corresponding to each Class of Certificate.

### **9.12.2 Notification Mechanism and Period**

VeriSign and the PMA reserve the right to amend the CP without notification for amendments that are not material, including without limitation corrections of typographical errors, changes to URLs, and changes to contact information. The PMA's decision to designate amendments as material or non-material shall be within the PMA's sole discretion.

Material amendments are those changes that the PMA, under considers to be material.

The PMA shall send Affiliates notice of material amendments to the CP proposed by the PMA. The notice shall state the text of the proposed amendments and the comment period. Proposed amendments to the CP shall also appear in the Practices Updates and Notices section of the VeriSign Repository, which is located at: **<https://www.verisign.com/repository/updates>**. Affiliates shall publish or provide a link to the proposed amendments on their own web-based repositories within a reasonable time after receiving notice of such amendments.

The PMA solicits proposed amendments to the CP from other VTN Participants. If the PMA considers such an amendment desirable and proposes to implement the amendment, the PMA shall provide notice of such amendment in accordance with this section.

Notwithstanding anything in the CP to the contrary, if the PMA believes that material amendments to the CP are necessary immediately to stop or prevent a breach of the security of the VTN or any portion of it, VeriSign and the PMA shall be entitled to make such amendments by publication in the VeriSign Repository. Such amendments will be effective immediately upon publication. Within a reasonable time after publication, VeriSign shall provide notice to Affiliates of such amendments.

#### **9.12.2.1 Comment Period**

Except as otherwise stated, the comment period for any material amendments to the CP shall be fifteen (15) days, starting on the date on which the amendments are posted on the VeriSign Repository. Any VTN Participant shall be entitled to file comments with the PMA up until the end of the comment period.

### 9.12.2.2 Mechanism to Handle Comments

The PMA shall consider any comments on the proposed amendments. The PMA shall either (a) allow the proposed amendments to become effective without amendment, (b) amend the proposed amendments and republish them as a new amendment when required, or (c) withdraw the proposed amendments. The PMA is entitled to withdraw proposed amendments by notifying Affiliates and providing notice in the Practices Updates and Notices section of the VeriSign Repository. Unless proposed amendments are amended or withdrawn, they shall become effective upon the expiration of the comment period.

### 9.12.3 Circumstances Under Which OID Must be Changed

If the PMA determines that a change is necessary in the object identifier corresponding to a Certificate policy, the amendment shall contain new object identifiers for the Certificate policies corresponding to each Class of Certificate. Otherwise, amendments shall not require a change in Certificate policy object identifier.

## 9.13 *Dispute Resolution Provisions*

### 9.13.1 Disputes Among VeriSign, Affiliates, and Customers

Disputes among one or more of any of VeriSign, Affiliates, or Customers shall be resolved pursuant to provisions in the applicable agreements among the parties.

### 9.13.2 Disputes with End-User Subscribers or Relying Parties

To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall contain a dispute resolution clause. The procedures in the Affiliate Practices Legal Requirements Guidebook to resolve disputes involving VeriSign require an initial negotiation period of sixty (60) days followed by litigation in the federal or state court encompassing Santa Clara County, California, in the case of claimants who are U.S. residents, or, in the case of all other claimants, arbitration administered by the International Chamber of Commerce (“ICC”) in accordance with the ICC Rules of Conciliation and Arbitration.

## 9.14 *Governing Law*

Subject to any limits appearing in applicable law, the laws of the state of California, U.S.A., shall govern the enforceability, construction, interpretation, and validity of this CP, irrespective of contract or other choice of law provisions and without the requirement to establish a commercial nexus in California, USA. This choice of law is made to ensure uniform procedures and interpretation for all VTN Participants, no matter where they are located.

This governing law provision applies only to this CP. Agreements incorporating the CP by reference may have their own governing law provisions, provided that this Section 9.14 governs the enforceability, construction, interpretation, and validity of the terms of the CP separate and apart from the remaining provisions of any such agreements, subject to any limitations appearing in applicable law.

This CP is subject to applicable national, state, local and foreign laws, rules, regulations, ordinances, decrees, and orders including, but not limited to, restrictions on exporting or importing software, hardware, or technical information.

### **9.15 Compliance with Applicable Law**

This CP is subject to applicable national, state, local and foreign laws, rules, regulations, ordinances, decrees, and orders including, but not limited to, restrictions on exporting or importing software, hardware, or technical information.

### **9.16 Miscellaneous Provisions**

#### **9.16.1 Entire Agreement**

Not applicable

#### **9.16.2 Assignment**

Not applicable

#### **9.16.3 Severability**

In the event that a clause or provision of this CP is held to be unenforceable by a court of law or other tribunal having authority, the remainder of the CP shall remain valid.

#### **9.16.4 Enforcement (Attorney's Fees and Waiver of Rights)**

Not applicable

#### **9.16.5 Force Majeure**

To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall include a force majeure clause protecting VeriSign and the applicable Affiliate.

### **9.17 Other Provisions**

Not applicable

## Appendix A. Table of Acronyms and definitions

*Table of Acronyms*

<b>Term</b>	<b>Definition</b>
<b>ANSI</b>	The American National Standards Institute.
<b>ACS</b>	Authenticated Content Signing.
<b>BIS</b>	The United States Bureau of Industry and Science of the United States Department of Commerce.
<b>CA</b>	Certification Authority.
<b>CP</b>	Certificate Policy.
<b>CPS</b>	Certification Practice Statement.
<b>CRL</b>	Certificate Revocation List.
<b>EAL</b>	Evaluation assurance level (pursuant to the Common Criteria).
<b>FIPS</b>	United State Federal Information Processing Standards.
<b>ICC</b>	International Chamber of Commerce.
<b>KRB</b>	Key Recovery Block.
<b>LSVA</b>	Logical security vulnerability assessment.
<b>OCSP</b>	Online Certificate Status Protocol.
<b>PCA</b>	Primary Certification Authority.
<b>PIN</b>	Personal identification number.
<b>PKCS</b>	Public-Key Cryptography Standard.
<b>PKI</b>	Public Key Infrastructure.
<b>PMA</b>	Policy Management Authority.
<b>RA</b>	Registration Authority.
<b>RFC</b>	Request for comment.
<b>SAS</b>	Statement on Auditing Standards (promulgated by the American Institute of Certified Public Accountants).
<b>S/MIME</b>	Secure multipurpose Internet mail extensions.
<b>SSL</b>	Secure Sockets Layer.
<b>VTN</b>	VeriSign Trust Network.

### **Definitions**

<b>Term</b>	<b>Definition</b>
<b>Administrator</b>	A Trusted Person within the organization of a Processing Center, Service Center, Managed PKI Customer, or Gateway Customer that performs validation and other CA or RA functions.
<b>Administrator Certificate</b>	A Certificate issued to an Administrator that may only be used to perform CA or RA functions.
<b>Affiliate</b>	A leading trusted third party, for example in the technology, telecommunications, or financial services industry, that has entered into an agreement with VeriSign to be a VTN distribution and services channel within a specific territory.
<b>Affiliate Audit Program Guide</b>	A VeriSign document containing requirements for the Compliance Audits of Affiliates, including Certificate Management Control Objectives against which Affiliates will be audited.
<b>Affiliate Practices Legal Requirements Guidebook</b>	A VeriSign document setting forth requirements for Affiliate CPSs, agreements, validation procedures, and privacy policies, as well as other requirements that Affiliates must meet.
<b>Affiliated Individual</b>	A natural person that is related to a Managed PKI Customer, Managed PKI Lite Customer, or Gateway Customer entity (i) as an officer, director, employee, partner, contractor, intern, or other person within the entity, (ii) as a member of a VeriSign registered community of interest, or (iii) as a person maintaining a relationship with the entity where the entity has business or other records providing appropriate assurances of the identity of such person.

<b>Term</b>	<b>Definition</b>
<b>Automated Administration</b>	A procedure whereby Certificate Applications are approved automatically if enrollment information matches information contained in a database.
<b>Automated Administration Software Module</b>	Software provided by VeriSign that performs Automated Administration.
<b>Certificate</b>	A message that, at least, states a name or identifies the CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and is digitally signed by the CA.
<b>Certificate Applicant</b>	An individual or organization that requests the issuance of a Certificate by a CA.
<b>Certificate Application</b>	A request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.
<b>Certificate Chain</b>	An ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.
<b>Certificate Management Control Objectives</b>	Criteria that an entity must meet in order to satisfy a Compliance Audit.
<b>Certificate Policies (CP)</b>	This document, which is entitled "VeriSign Trust Network Certificate Policies" and is the principal statement of policy governing the VTN.
<b>Certificate Revocation List (CRL)</b>	A periodically (or exigently) issued list, digitally signed by a CA, of identified Certificates that have been revoked prior to their expiration dates in accordance with CP § 3.4. The list generally indicates the CRL issuer's name, the date of issue, the date of the next scheduled CRL issue, the revoked Certificates' serial numbers, and the specific times and reasons for revocation.
<b>Certificate Signing Request</b>	A message conveying a request to have a Certificate issued.
<b>Certification Authority (CA)</b>	An entity authorized to issue, manage, revoke, and renew Certificates in the VTN.
<b>Certification Practice Statement (CPS)</b>	A statement of the practices that VeriSign or an Affiliate employs in approving or rejecting Certificate Applications and issuing, managing, and revoking Certificates, and requires its Managed PKI Customers and Gateway Customers to employ.
<b>Challenge Phrase</b>	A secret phrase chosen by a Certificate Applicant during enrollment for a Certificate. When issued a Certificate, the Certificate Applicant becomes a Subscriber and a CA or RA can use the Challenge Phrase to authenticate the Subscriber when the Subscriber seeks to revoke or renew the Subscriber's Certificate.
<b>Class</b>	A specified level of assurances as defined within the CP. See CP § 1.1.1.
<b>Client Service Center</b>	A Service Center that is an Affiliate providing client Certificates either in the Consumer or Enterprise line of business.
<b>Compliance Audit</b>	A periodic audit that a Processing Center, Service Center, Managed PKI Customer, or Gateway Customer undergoes to determine its conformance with VTN Standards that apply to it.
<b>Compromise</b>	A violation (or suspected violation) of a security policy, in which an unauthorized disclosure of, or loss of control over, sensitive information may have occurred. With respect to private keys, a Compromise is a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of such private key.
<b>Confidential/Private Information</b>	Information required to be kept confidential and private pursuant to CP § 2.8.1.
<b>CRL Usage Agreement</b>	An agreement setting forth the terms and conditions under which a CRL or the information in it can be used.
<b>Customer</b>	An organization that is either a Managed PKI Customer, Gateway Customer, or ASB Customer.
<b>Enterprise, as in Enterprise Service Center</b>	A line of business that an Affiliate enters to provide Managed PKI services to Managed PKI Customers.
<b>Enterprise Roaming Server</b>	A server residing at the site of a Managed PKI Customer used in conjunction with the VeriSign Roaming Service to hold Roaming Subscribers' encrypted private keys and portions of symmetric keys used to encrypt and decrypt Roaming Subscribers' private keys.
<b>Exigent Audit/Investigation</b>	An audit or investigation by VeriSign where VeriSign has reason to believe that an entity's failure to meet VTN Standards, an incident or Compromise relating to the entity, or an actual or potential threat to the security of the VTN posed by the entity has occurred.
<b>Intellectual Property Rights</b>	Rights under one or more of the following: any copyright, patent, trade secret, trademark, and any other intellectual property rights.
<b>Intermediate Certification Authority (Intermediate CA)</b>	A Certification Authority whose Certificate is located within a Certificate Chain between the Certificate of the root CA and the Certificate of the Certification Authority that issued the end-user Subscriber's Certificate.
<b>Key Generation Ceremony</b>	A procedure whereby a CA's or RA's key pair is generated, its private key is transferred into a cryptographic module, its private key is backed up, and/or its public key is certified.
<b>Key Manager Administrator</b>	An Administrator that performs key generation and recovery functions for a Managed PKI

<b>Term</b>	<b>Definition</b>
	Customer using Managed PKI Key Manager.
<b>Key Recovery Block (KRB)</b>	A data structure containing a Subscriber's private key that is encrypted using an encryption key. KRBs are generated using Managed PKI Key Manager software.
<b>Key Recovery Service</b>	A VeriSign service that provides encryption keys needed to recover a Key Recovery Block as part of a Managed PKI Customer's use of Managed PKI Key Manager to recover a Subscriber's private key.
<b>Managed PKI</b>	VeriSign's fully integrated managed PKI service that allows enterprise Customers of VeriSign and its Affiliates to distribute Certificates to individuals, such as employees, partners, suppliers, and customers, as well as devices, such as servers, routers, and firewalls. Managed PKI permits enterprises to secure messaging, intranet, extranet, virtual private network, and e-commerce applications.
<b>Managed PKI Administrator</b>	An Administrator that performs validation or other RA functions for an Managed PKI Customer.
<b>Managed PKI Control Center</b>	A web-based interface that permits Managed PKI Administrators to perform Manual Authentication of Certificate Applications
<b>Managed PKI Key Manager</b>	A key recovery solution for those Managed PKI Customers choosing to implement key recovery under a special Managed PKI Agreement.
<b>Managed PKI Key Management Service Administrator's Guide</b>	A document setting forth the operational requirements and practices for Managed PKI Customers using Managed PKI Key Manager.
<b>Manual Authentication</b>	A procedure whereby Certificate Applications are reviewed and approved manually one-by-one by an Administrator using a web-based interface.
<b>NetSure Protection Plan</b>	An extended warranty program, which is described in CP § 1.1.2.2.3.
<b>Nonverified Subscriber Information</b>	Information submitted by a Certificate Applicant to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than that the information was submitted by the Certificate Applicant.
<b>Non-repudiation</b>	An attribute of a communication that provides protection against a party to a communication falsely denying its origin, denying that it was submitted, or denying its delivery. Denial of origin includes the denial that a communication originated from the same source as a sequence of one or more prior messages, even if the identity associated with the sender is unknown. Note: only an adjudication by a court, arbitration panel, or other tribunal can ultimately prevent repudiation. For example, a digital signature verified with reference to a VTN Certificate may provide proof in support of a determination of Non-repudiation by a tribunal, but does not by itself constitute Non-repudiation.
<b>Online Certificate Status Protocol (OCSP)</b>	A protocol for providing Relying Parties with real-time Certificate status information.
<b>Operational Period</b>	The period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with the date and time on which the Certificate expires or is earlier revoked.
<b>PKCS #10</b>	Public-Key Cryptography Standard #10, developed by RSA Security Inc., which defines a structure for a Certificate Signing Request.
<b>PKCS #12</b>	Public-Key Cryptography Standard #12, developed by RSA Security Inc., which defines a secure means for the transfer of private keys.
<b>Policy Management Authority (PMA)</b>	The organization within VeriSign responsible for promulgating this policy throughout the VTN.
<b>Primary Certification Authority (PCA)</b>	A CA that acts as a root CA for a specific Class of Certificates, and issues Certificates to CAs subordinate to it.
<b>Processing Center</b>	An organization (VeriSign or certain Affiliates) that creates a secure facility housing, among other things, the cryptographic modules used for the issuance of Certificates. In the Consumer and Web Site lines of business, Processing Centers act as CAs within the VTN and perform all Certificate lifecycle services of issuing, managing, revoking, and renewing Certificates. In the Enterprise line of business, Processing Centers provide lifecycle services on behalf of their Managed PKI Customers or the Managed PKI Customers of the Service Centers subordinate to them.
<b>Public Key Infrastructure (PKI)</b>	The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a Certificate-based public key cryptographic system. The VTN PKI consists of systems that collaborate to provide and implement the VTN.
<b>Registration Authority (RA)</b>	An entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.
<b>Relying Party</b>	An individual or organization that acts in reliance on a certificate and/or a digital signature.
<b>Relying Party Agreement</b>	An agreement used by a CA setting forth the terms and conditions under which an

<b>Term</b>	<b>Definition</b>
	individual or organization acts as a Relying Party.
<b>Retail Certificate</b>	A Certificate issued by VeriSign or an Affiliate, acting as CA, to individuals or organizations applying one by one to VeriSign or an Affiliate on its web site.
<b>Roaming Subscriber</b>	A Subscriber using the VeriSign Roaming Service whose private key is encrypted and decrypted with a symmetric key that is split between the VeriSign Roaming Server and an Enterprise Roaming Server.
<b>RSA</b>	A public key cryptographic system invented by Rivest, Shamir, and Adelman.
<b>RSA Secure Server Certification Authority (RSA Secure Server CA)</b>	The Certification Authority that issues Secure Server IDs.
<b>RSA Secure Server Hierarchy</b>	The PKI hierarchy comprised of the RSA Secure Server Certification Authority.
<b>Secret Share</b>	A portion of a CA private key or a portion of the activation data needed to operate a CA private key under a Secret Sharing arrangement.
<b>Secret Sharing</b>	The practice of splitting a CA private key or the activation data to operate a CA private key in order to enforce multi-person control over CA private key operations under CP § 6.2.2.
<b>Secure Server ID</b>	A Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers.
<b>Secure Sockets Layer (SSL)</b>	The industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for a Transmission Control Protocol/Internet Protocol connection.
<b>Security and Audit Requirements Guide</b>	A VeriSign document that sets forth the security and audit requirements and practices for Processing Centers and Service Centers.
<b>Security and Practices Review</b>	A review of an Affiliate performed by VeriSign before an Affiliate is permitted to become operational.
<b>Service Center</b>	An Affiliate that does not house Certificate signing units for the issuance of Certificates for the purpose of issuing Certificates of a specific Class or type, but rather relies on a Processing Center to perform issuance, management, revocation, and renewal of such Certificates.
<b>Subdomain</b>	The portion of the VTN under control of an entity and all entities subordinate to it within the VTN hierarchy.
<b>Subject</b>	The holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.
<b>Subscriber</b>	In the case of an individual Certificate, a person who is the Subject of, and has been issued, a Certificate. In the case of an organizational Certificate, an organization that owns the equipment or device that is the Subject of, and that has been issued, a Certificate. A Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.
<b>Subscriber Agreement</b>	An agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization acts as a Subscriber.
<b>Superior Entity</b>	An entity above a certain entity within a VTN hierarchy (the Class 1, 2, or 3 hierarchy).
<b>Supplemental Risk Management Review</b>	A review of an entity by VeriSign following incomplete or exceptional findings in a Compliance Audit of the entity or as part of the overall risk management process in the ordinary course of business.
<b>Reseller</b>	An entity marketing services on behalf of VeriSign or an Affiliate to specific markets.
<b>Trusted Person</b>	An employee, contractor, or consultant of an entity within the VTN responsible for managing infrastructural trustworthiness of the entity, its products, its services, its facilities, and/or its practices as further defined in CP § 5.2.1.
<b>Trusted Position</b>	The positions within a VTN entity that must be held by a Trusted Person.
<b>Trustworthy System</b>	Computer hardware, software, and procedures that are reasonably secure from intrusion and misuse; provide a reasonable level of availability, reliability, and correct operation; are reasonably suited to performing their intended functions; and enforce the applicable security policy. A trustworthy system is not necessarily a "trusted system" as recognized in classified government nomenclature.
<b>VeriSign</b>	Means, with respect to each pertinent portion of this CPS, VeriSign, Inc. and/or any wholly owned VeriSign subsidiary responsible for the specific operations at issue.
<b>VeriSign Digital Notarization Service</b>	A service offered to Managed PKI Customers that provides a digitally signed assertion (a Digital Receipt) that a particular document or set of data existed at a particular point in time.
<b>VeriSign Repository</b>	VeriSign's database of Certificates and other relevant VeriSign Trust Network information

<b>Term</b>	<b>Definition</b>
	accessible on-line.
<b>VeriSign Roaming Server</b>	A server residing at VeriSign's Processing Center used in conjunction with the VeriSign Roaming Service to hold portions of symmetric keys used to encrypt and decrypt Roaming Subscribers' private keys.
<b>VeriSign Roaming Service</b>	The service offered by VeriSign that enables a Subscriber to download his or her private key and perform private key operations on different client terminals.
<b>VeriSign Trust Network (VTN)</b>	The Certificate-based Public Key Infrastructure governed by the VeriSign Trust Network Certificate Policies, which enables the worldwide deployment and use of Certificates by VeriSign and its Affiliates, and their respective Customers, Subscribers, and Relying Parties.
<b>VTN Participant</b>	An individual or organization that is one or more of the following within the VTN: VeriSign, an Affiliate, a Customer, a Universal Service Center, a Reseller, a Subscriber, or a Relying Party.
<b>VTN Standards</b>	The business, legal, and technical requirements for issuing, managing, revoking, renewing, and using Certificates within the VTN.