



**ENTRUST EU, S.L.**  
*Certification Practice Statement (CPS)*  
*For Qualified Certificates*

Version: 2.1  
1 May 2024

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## Revision History

Issue	Date	Changes in this Revision
1.0	11 December 2019	Initial version.
1.1	10 June 2020	Addition of QSeal and Qsignature Certificates
1.2	22 July 2020	Update 6.6.2 Security Management Controls, update 9.6.4 Relying Party Representations and add AATL extensions to Qsignature Certificate Profile
1.3	30 October 2020	Update Entrust brand, email address for CPR, add Q4 root, implementation of CAB Forum ballots (SC23, SC24, SC25, SC28, SC30, SC31 SC33, and SC35), removal of non-inclusive language, and terms and conditions in section 9
1.4	18 December 2020	Update brand and retention period
1.5	7 May 2021	Update Subject name serial number, individual identity verification
1.5.1	15 November 2021	Change Entrust Datacard Europe to Entrust EU, S.L.
1.6	30 November 2021	Update for CAB Forum ballots (CSC7, CSC8, SC42, SC44, SC45, SC46, SC47 and SC48), Mozilla policy 2.7.1, CRL/OCSP maximum validity period, update new CAs
1.7	1 August 2022	CAB Forum ballots (SC53), clarify application vetting methods, Delegated third party clarification, EV validation updates, trademark recognition update, Applicant communication and CRL/OCSP response updates, remove CA Administrators
1.8	9 January 2023	Update Qualified Time-stamp Authority and Certificates, address last CRL/OCSP, change QTSC to maximum 5 years validity
1.9	12 May 2023	CAB Forum ballot SC61, CCADB self-assessment clarifications, Enterprise RA update, Policy Authority update.
2.0	31 October, 2023	TSA link update and remove Archive Rev Info extension for QSigC; change CP OID for eIDAS QWAC and PSD2 QWAC, addition of privateKeyUsagePeriod extension
2.0.1	30 November 2023	Short Term Certificates, Security Policy update and remove Appendix A Certificate Profiles
2.1	1 May 2024	ACME update and certificate profile updates



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## 1. Introduction

Entrust EU, S.L. (“Entrust EU”) uses its suite of software products to provide standards-compliant digital certificates that enable more secure on-line communications.

The Entrust EU CAs issue Certificates, which include the following Certificate types:

- eIDAS Qualified Signature Certificate(s) (“eIDAS QSigC(s)”) issued in accordance with QCP-n-qscd policy
- eIDAS Qualified Seal Certificate(s) (“eIDAS QSealC(s)”) issued in accordance with QCP-1 (including NCP+) policy
- PSD2 Qualified Seal Certificate(s) (“PSD2 QSealC(s)”) issued in accordance with QCP-1 (including PSD2) policy
- eIDAS Qualified Web Authentication Certificate(s) (“eIDAS QWAC(s)”) issued in accordance with QEVCP-w policy
- PSD2 Qualified Web Authentication Certificate(s) (“PSD2 QWAC(s)”) issued in accordance with QCP-w-psd2 policy
- eIDAS Qualified Time-stamp Certificate(s) (“eIDAS QTSC(s)”) issued in accordance with best practices time-stamp policy (BTSP)

### 1.1 Overview

This CPS describes the practices and procedures of (i) the CAs, and (ii) RAs operating under the CAs. This CPS also describes the terms and conditions under which Entrust makes CA and RA services available in respect to Certificates. This CPS is applicable to all persons, entities, and organizations, including all Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and any other persons, entities, or organizations that have a relationship with (i) Entrust in respect to Certificates and/or any services provided by Entrust in respect to Certificates, or (ii) any RAs operating under a CAs, or any Resellers or Co-marketers providing any services in respect to Certificates. This CPS is incorporated by reference into all Certificates issued by Entrust CAs. This CPS provides Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and other persons, entities, and organizations with a statement of the practices and policies of the CAs and also of the RAs operating under the CAs. This CPS also provides a statement of the rights and obligations of Entrust, any third parties that are operating RAs under the CAs, Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and any other persons, entities, or organizations that may use or rely on Certificates or have a relationship with a CA or a RA operating under a CA in respect to Certificates and/or any services in respect to Certificates. This CPS is structured in accordance with and includes all the information required by RFC 3647.

In respect to all Certificates, Entrust conforms to 1) the Spanish Law 6/2020, of November 11, Regulating Certain Aspects of Trusted Electronic Services and 2) order ETD/465/2021, of May 6, which regulates remote video identification methods for the issuance of qualified electronic certificates and 3) Organic Law 3/2018, of December 5, on Protection of Personal Data and guarantee of digital rights.

In respect to Qualified Certificates, Entrust conforms to Regulation (EU) No 910/2014 of the European Parliament And Of The Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, including its Annex IV (“eIDAS”). If there is any inconsistency between this document and eIDAS requirements, the eIDAS requirements take precedence over this document.

In respect to PSD2 Certificates, Entrust conforms to Regulation (EU) No 910/2014 of the European Parliament And Of The Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, including its Annex IV (“eIDAS”); and to Directive (EU) 2015/2366 [i.2] of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (“PSD2”). If there is any inconsistency between this document and PSD2 requirements, the PSD2 requirements take precedence over this document.

Additionally, in respect to eIDAS QWACs and PSD2 QWACs, Entrust conforms to the current version of the Guidelines for the Issuance and Management of Extended Validation Certificates published at <https://www.cabforum.org>. The EV SSL Guidelines describe certain minimum requirements that a CA

must meet in order to issue EV SSL Certificates. In the event of any inconsistency between this CPS and the EV SSL Guidelines, the EV SSL Guidelines take precedence over this CPS.

## 1.2 Document Name and Identification

This document is called the Entrust EU, S.L. Certification Practice Statement.

## 1.3 PKI Participants

### 1.3.1 Certification Authorities

In the Entrust public-key infrastructure, CAs may accept Certificate Signing Requests (CSRs) and Public Keys from Applicants whose identity has been verified as provided herein by an RA. If a Certificate Application is verified, the verifying RA will send a request to a CA for the issuance of a Certificate. The CA will create a Certificate containing the Public Key and identification information contained in the request sent by the RA to that CA. The Certificate created in response to the request will be digitally signed by the CA.

This CPS covers all Certificates issued and signed by the following CAs. The purpose of these CAs is to enable Entrust to issue the trusted Qualified certificate types listed in Section 1 in accordance with applicable rules and regulations.

#### Root

CN: Entrust Root Certification Authority – G2

Key Identifier: 6a 72 26 7a d0 1e ef 7d e7 3b 69 51 d4 6c 8d 9f 90 12 66 ab

Thumbprint (SHA-1): 8c f4 27 fd 79 0c 3a d1 66 06 8d e8 1e 57 ef bb 93 22 72 d4

#### Subordinate CA(s) to G2

CN: Entrust Certification Authority – QTSP1

Subject Key Identifier: 1c ad 3f 9c d7 2d 22 19 a1 9c 4b e9 da f1 2a 33 f7 fb ba 0d

CN: Entrust Certification Authority – ES QWAC2

Subject Key Identifier: 41:cf:ae:2b:1d:63:3b:cb:4c:f5:90:44:79:b6:5a:24:89:df:92:9c

#### Root

CN: Entrust Root Certification Authority – G4

Key Identifier: 9f 38 c4 56 23 c3 39 e8 a0 71 6c e8 54 4c e4 e8 3a b1 bf 67

Thumbprint (SHA-1): 14 88 4e 86 26 37 b0 26 af 59 62 5c 40 77 ec 35 29 ba 96 01

CN: Entrust Certification Authority – AATL1

Subject Key Identifier: 63:f1:84:dd:03:be:a3:9f:64:fa:76:7a:47:c4:56:7e:c0:6d:a0:20

#### Subordinate CA(s) to AATL1

CN: Entrust Certification Authority – ES QSeal1

Subject Key Identifier: 56:80:15:23:95:71:7f:e7:2d:90:d0:cd:06:3a:4f:67:63:7d:3d:75

CN: Entrust Certification Authority – ES QSig1

Subject Key Identifier: 5a:53:08:8a:61:30:a9:0d:ea:d5:43:97:d3:98:3b:95:1e:2e:6d:02

#### Root

CN: Entrust Digital Signing Root Certification Authority – DSR1

Key Identifier: a6 65 41 81 f2 5b 87 05 6a dd fd 8a 54 4e 8f 98 7b dc 23 b8

Thumbprint (SHA-1): 10 4f e7 37 00 18 6e 69 2e 78 a0 15 6a 3f 9e d8 07 b0 60 8e

#### Subordinate CA(s) to DSR1

CN: Entrust Certification Authority – ES QSeal2

Subject Key Identifier: 36:18:25:6e:d9:5d:f7:10:05:7c:27:2e:b8:ec:fa:41:4a:60:ed:1f

CN: Entrust Certification Authority – ES QSig2

Subject Key Identifier: f5:56:0d:69:d7:da:6a:c9:d8:c9:a2:09:6e:74:be:db:80:c6:17:00

CN: Entrust Certification Authority – ES QTS1  
Subject Key Identifier: 69:63:82:ca:c2:f1:11:9a:71:43:32:85:8b:ae:37:ca:96:76:be:80

Entrust shall be responsible for ensuring that all Subordinate CAs complies with all applicable policy requirements for the Root “Entrust Root Certification Authority – G2”, “Entrust Root Certification Authority – G4” and “Entrust Digital Signing Root Certification Authority – DSR1”.

### **Externally Issued Cross Certificates**

Notification of the following Cross Certificate is provided for transparency only The Cross Certificate has been issued from Microsoft to support code signatures with Windows products. The Cross Certificate does not impact the functionality of Qualified Certificates or PSD2 Certificates. There will no impact to Qualified Certificates or PSD2 Certificates if the Cross Certificate expires or has been revoked.

Issuer: CN = Microsoft Code Verification Root, O = Microsoft Corporation, L = Redmond, S = Washington, C = US  
Subject: CN = Entrust Root Certification Authority - G2, OU = (c) 2009 Entrust, Inc. - for authorized use only, OU = See www.entrust.net/legal-terms, O = Entrust, Inc., C = US  
Serial Number: 33 00 00 00 42 00 ba 5e 23 b0 a1 f3 99 00 00 00 00 42  
Subject Key Identifier: 6a 72 26 7a d0 1e ef 7d e7 3b 69 51 d4 6c 8d 9f 90 12 66 ab  
Valid until: July 7, 2025  
Thumbprint (SHA-1): d8 fc 24 87 48 58 5e 17 3e fb fb 30 75 c4 b4 d6 0f 9d 8d 08

### **1.3.2 Registration Authorities**

Entrust does not use Delegated Third Parties to perform RA functions.

RAs under the CA may accept Certificate Applications from Applicants and perform verification of the information contained in such Certificate Applications, according to the procedures established by the Policy Authority. A RA operating under a CA may send a request to such CA to issue a Certificate to the Applicant. Only RAs authorized by Entrust are permitted to submit requests to a CA for the issuance of Certificates.

Third Party RAs may not be delegated to validate FQDNs nor IP Addresses per §3.2.2.4 or §3.2.2.5.

The CA may delegate Enterprise RAs to verify Certificate requests from the Enterprise RA’s own organization or from an organization of which the Enterprise RA is an agent. The requested FQDNs must be within the Enterprise RA’s Domain Namespace.

### **1.3.3 Subscribers**

Subscribers may use CA services to support transactions and communications. The Subject of a Certificate is the party named in the Certificate. A Subscriber, as used herein, may refer to both the Subject of the Certificate and the entity that contracted with the CA for the Certificate’s issuance. Prior to verification of identity and issuance of a Certificate, a Subscriber is an Applicant.

Entrust will make its services accessible to all Applicants and Subscribers whose activities fall within its declared field of operation and who agree to abide by all obligations as specified in Entrust’s Subscriber Agreement and this CPS.

### **1.3.4 Relying Parties**

Relying Parties are entities that act in reliance on a Certificate and/or digital signature. Relying Parties should ensure the Certificate is not expired or revoked before relying on the Certificate or digital signature. Certificate revocation status can be confirmed by checking the appropriate CRL or OCSP response. The location of the CRL distribution point and/or OCSP response is detailed within the Certificate..

### **1.3.5 Other Participants**

The CA may make use of third parties to provide parts of the certification service as described in this CPS. Third parties providing services to support the activities will abide by the current practices declared in this CPS.

## 1.4 Certificate Usage

### 1.4.1 Appropriate Certificate Uses

This CPS is applicable to the following Certificate types.

#### eIDAS QSigC

eIDAS QSigCs issued under this CPS are aimed to support the advanced electronic signatures based on a qualified certificate defined in articles 26 and 27 of the Regulation (EU) No 910/2014 and qualified electronic signatures based on a qualified certificate defined in article 3 (12) of the Regulation (EU) No 910/2014.

#### eIDAS QSealC

eIDAS QSealCs issued under this CPS are aimed to support the advanced electronic seals based on a qualified certificate defined in articles 36 and 37 of the Regulation (EU) No 910/2014.

#### eIDAS QTSC

eIDAS QTSCs issued under this CPS are aimed to support the electronic time-stamps based on a qualified certificate and articles 41 and 42 of the Regulation (EU) No 910/2014.

#### eIDAS QWAC

eIDAS QWACs issued under this CPS are aimed to support website authentication based on a qualified certificate defined in articles 3 (38) and 45 of the Regulation (EU) No 910/2014.

#### PSD2 Certificates

PSD2 Certificates issued under this CPS are aimed to support the PSD2 Regulatory Technical Standards for use of qualified certificates as defined in eIDAS (Regulation (EU) No 910/2014), including Annex IV to meet the regulatory requirements of PSD2 (Directive (EU) 2015/2366), including the requirements of ETSI TS 119 495 and related ETSI Guidelines.

### 1.4.2 Prohibited Certificate Uses

The use of all Certificates issued by the CA shall be for lawful purposes and consistent with applicable laws, including without limitation, applicable export or import laws.

Certificates and the services provided by Entrust in respect to Certificates are not designed, manufactured, or intended for use in or in conjunction with any application in which failure could lead to death, personal injury or severe physical or property damage, including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or communications systems, air traffic control, weapon systems, medical devices or direct life support machines, and all such uses are prohibited.

Certificates issued under this CPS may not be used for “traffic management” or “man-in-the-middle” purposes.

## 1.5 Policy Administration

### 1.5.1 Organization Administering the Document

The CPS is administered by the Policy Authority; it is based on the policies established by Entrust EU, S.L.

### 1.5.2 Contact Person

The contact information for questions about Certificates is:

Entrust EU, S.L.  
Pe La Finca. Paseo Club Deportivo, 1 Bloque 3 BJ  
28223 Pozuelo de Alarcón (Madrid)  
Spain  
Attn: Entrust EU – Certification Services

Tel: 1-866-267-9297 or 1-613-270-2680

Email: [ecs.support@entrust.com](mailto:ecs.support@entrust.com)

Certificate Problem Reports, such as Certificate misuse, vulnerability reports or external reports of key compromise, must be emailed to [ecs.support@entrust.com](mailto:ecs.support@entrust.com).

### 1.5.3 Person Determining CPS Suitability for the Policy

The Policy Authority determines the suitability and applicability of this CPS. The Policy Authority shall ensure the CPS meets the requirements of any applicable Certificate Policy.

The Policy Authority:

- (i) Monitors and implements the approved ballots from the CA/Browser Forum;
- (ii) Monitors and implements policy changes from applicable ASVs; and
- (iii) Monitors discussions from the Mozilla security policy forum and the CCADB public list.

### 1.5.4 CPS Approval Procedures

This CPS and any subsequent changes shall be approved by the Policy Authority.

This CPS will be published to the Entrust Repository, where it may be viewed by all Applicants, Subscribers, Relying Parties, and other third parties. After changes to this CPS have been approved by the Policy Authority they will be circulated to those Entrust employees, agents, and third parties who participate in providing the services provided herein and are affected by the changes.

Entrust may (i) revise the terms of this CPS; and/or (ii) change part of the services provided herein at any time. Any such change will be binding and effective immediately upon publication of the change in Entrust's Repository. If you do not agree with the change, you should terminate your use of or reliance on any Entrust Certificate immediately. By continuing to use or rely on any Entrust Certificate after such change, you agree to abide by and be bound thereby. Applicants, Subscribers, Relying Parties, and other third parties should look for updated versions of this CPS from time to time by checking our Repository. These provisions apply to all Applicants, Subscribers, Relying Parties, and other third parties.

## 1.6 Definitions and Acronyms

### 1.6.1 Definitions

**Affiliate**: means with respect to Entrust a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Entrust, and, with respect to any other party, any corporation or other entity that is directly or indirectly controlled by that party. In this context, a party “controls” a corporation or another entity if it directly or indirectly owns or controls fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control or, in the case of a non-corporate entity, an equivalent interest.

**Applicant**: means a person, entity, or organization applying for a Certificate, but which has not yet been issued a Certificate, or a person, entity, or organization that currently has a Certificate or Certificates and that is applying for renewal of such Certificate or Certificates or for an additional Certificate or Certificates.

**Applicant Representative**: as defined in the Baseline Requirements.

**Application Software Vendor**: means a developer of Internet browser software or other software that displays or uses Certificates.

**Attestation Letter**: as defined in the Baseline Requirements.

**Authorization Domain Name**: as defined in the Baseline Requirements.

**Authorized Port**: as defined in the Baseline Requirements.

**Authorized Representative**: An authorized representative of a legal person.

**Base Domain Name**: as defined in the Baseline Requirements.

**Baseline Requirements**: means the CA/Browser Forum Guidelines Baseline Requirements for the Issuance and Management of Publicly-Trusted Certificates published at <https://www.cabforum.org>.

**Business Day**: means any day, other than a Saturday, Sunday, statutory or civic holiday in the City of Madrid, Spain.

**CA Key Pair**: as defined in the Baseline Requirements.

**Certificate**: means a digital document issued by the CA that, at a minimum: (a) identifies the CA issuing it, (b) names or otherwise identifies a Subject, (c) contains a Public Key of a Key Pair, (d) identifies its operational period, and (e) contains a serial number and is digitally signed by a CA. Certificate includes, the following Certificate types issued by the CA; Qualified Certificate and PSD2 Certificate.

**Certificate Application**: means the form and application information requested by an RA operating under a CA and submitted by an Applicant when applying for the issuance of a Certificate.

**Certificate Approver**: means an employee or agent authorized to approve a request for a Certificate for an organization.

**Certificate Beneficiaries**: means, collectively, all Application Software Vendors with whom Entrust has entered into a contract to include its Root CA Certificate(s) in software distributed by such Application Software Vendors, and all Relying Parties that actually rely on such Certificate during the Operational Period of such Certificate.

**Certificate Requester**: means an employee or agent authorized to request a Certificate for an organization.

**Certificate Revocation List**: means a time-stamped list of the serial numbers of revoked Certificates that has been digitally signed by a CA.

**Certificate Problem Report**: as defined in the Baseline Requirements.

**Certificate Profile**: as defined in the Baseline Requirements.

**Certificate Systems**: as defined in the Network and Certificate System Security Requirements.

**Certificate Transparency**: a method for publicly logging Certificates in accordance with IETF RFC 6962.

**Certification Authority**: means a certification authority operated by or on behalf of Entrust for the purpose of issuing, managing, revoking, renewing, and providing access to Certificates. The CA (i) creates and digitally signs Certificates that contain among other things a Subject's Public Key and other information that is intended to identify the Subject, (ii) makes Certificates available to facilitate communication with the Subject identified in the Certificate, and (iii) creates and digitally signs Certificate Revocation Lists containing information about Certificates that have been revoked and which should no longer be used or relied upon.

**Certification Authority Authorization**: as defined in the Baseline Requirements.

**Certification Practice Statement**: means this document, which is a statement of the practices that the CA uses in issuing, managing, revoking, renewing, and providing access to Certificates, and the terms and conditions under which the CA makes such services available.

**Co-marketers**: means any person, entity, or organization that has been granted by Entrust or an RA operating under a CA the right to promote Certificates.

**Common CA Database**: a data repository of Certificate and CA information.

**Compromise**: means a suspected or actual loss, disclosure, or loss of control over sensitive information or data.

**Contract Signer**: means an employee or agent authorized to sign the Subscriber Agreement on behalf of the organization.



**Cross Certificate(s)**: as defined in the Baseline Requirements.

**Customer**: means the natural or legal person who has entered into an agreement with Entrust for the issuance of Certificates to Subscribers.

**Domain Contact**: as defined in the Baseline Requirements.

**Domain Label**: as defined in the Baseline Requirements.

**Domain Name**: as defined in the Baseline Requirements.

**Domain Namespace**: as defined in the Baseline Requirements.

**Domain Name Registrant**: as defined in the Baseline Requirements.

**Domain Name Registrar**: as defined in the Baseline Requirements.

**DNS CAA Email Contact**: as defined in the Baseline Requirements.

**DNS CAA Phone Contact**: as defined in the Baseline Requirements.

**DNS TXT Record Email Contact**: as defined in the Baseline Requirements.

**DNS TXT Record Phone Contact**: as defined in the Baseline Requirements.

**Enterprise RA**: as defined in the Baseline Requirements.

**Entrust**: means Entrust Limited.

**Entrust Group**: means, collectively Entrust, its Affiliates, its licensors (including for the avoidance of any doubt Microsoft), its resellers, its suppliers, its co-marketers, its subcontractors, its distributors and the directors, officers, employees, agents and independent contractors of any of them.

**Entrust Group Affiliates**: Collectively, Entrust Limited and Affiliates.

**Entrust EU**: means Entrust EU, S.L.

**ETSI Guidelines**: Collectively, the ETSI guidelines as contained in ETSI EN 319 411-1 (V1.2.2); ETSI EN 319 411-2 (V2.2.2); ETSI TS 119 495 (V1.3.1) and related documents that apply to Qualified Certificates and PSD2 Certificates.

**EV SSL Certificate**: means an SSL Certificate issued by a CA meeting the requirements of the EV SSL Guidelines.

**EV SSL Guidelines**: means the CA/Browser Forum Guidelines For The Issuance and Management of Extended Validation Certificates published at <https://www.cabforum.org>. The EV SSL Guidelines describe the requirements that a CA must meet in order to issue EV SSL Certificates. In the event of any inconsistency between this CPS and the EV SSL Guidelines, the EV SSL Guidelines take precedence over this CPS.

**FIPS**: means the Federal Information Processing Standards. These are U.S. Federal standards that prescribe specific performance requirements, practices, formats, communication protocols, and other requirements for hardware, software, data, and telecommunications operation.

**Fully-Qualified Domain Name**: as defined in the Baseline Requirements.

**IETF**: means the Internet Engineering Task Force. The Internet Engineering Task Force is an international community of network designers, operators, vendors, and researchers concerned with the evolution of the Internet architecture and the efficient operation of the Internet.

**Incorporating Agency**: as defined in the EV SSL Guidelines.

**Industry Standards**: means, collectively, the most up-to-date versions of each of the following: EV SSL Guidelines, Baseline Requirements, the ETSI Guidelines, and laws and regulations, in each case, that are applicable to the various types of publicly-trusted Certificates issued by Entrust under this CPS, and to which Entrust is subject and bound as an issuer of such Certificates.

**Internal Name**: as defined in the Baseline Requirements.

**IP Address**: as defined in the Baseline Requirements.

**IP Address Contact**: as defined in the Baseline Requirements.

**IP Address Registration Authority**: as defined in the Baseline Requirements.

**Issuing CA:** In relation to a particular Certificate, the CA that issued the Certificate. This could be either a Root CA or a Subordinate CA.

**Key Compromise:** as defined in the Baseline Requirements.

**Key Pair:** means two mathematically related cryptographic keys, having the properties that (i) one key can be used to encrypt a message that can only be decrypted using the other key, and (ii) even knowing one key, it is believed to be computationally infeasible to discover the other key.

**National Competent Authority:** as used under ETSI TS 119 495.

**Object Identifier:** means a specially-formatted sequence of numbers that is registered in accordance with internationally-recognized procedures for object identifier registration.

**Operational Period:** means, with respect to a Certificate, the period of its validity. The Operational Period would typically begin on the date the Certificate is issued (or such later date as specified in the Certificate), and ends on the date and time it expires as noted in the Certificate or earlier if the Certificate is Revoked.

**Parent Company:** as defined in the Baseline Requirements.

**PKIX:** means an IETF Working Group developing technical specifications for PKI components based on X.509 Version 3 Certificates.

**Place of Business:** as defined in the EV SSL Guidelines.

**Policy Authority:** means those personnel who work for or on behalf of Entrust EU and who are responsible for determining the policies and procedures that govern the operation of the CAs. The Policy Authority is responsible for creating, implementing, and maintaining a statement of the practices and procedures used to address all the requirements identified for the applicable Entrust EU policy and its work is supervised by the senior executive management of Entrust EU.

**Private Key:** means the key of a Key Pair used to decrypt an encrypted message. This key must be kept secret.

**PSD2 Certificates:** means PSD2 Qualified Web Authentication Certificate(s) and/or PSD2 Qualified Seal Certificate(s).

**PSD2 Qualified Seal Certificate:** means a Qualified Seal Certificate which is additionally issued under the requirements of the PSD2 Regulatory Technical Standards for use of qualified certificates as defined in eIDAS (Regulation (EU) No 910/2014) including Annex IV to meet the regulatory requirements of PSD2 (Directive (EU) 2015/2366), including the requirements of ETSI TS 119 495 and related ETSI Guidelines.

**PSD2 Qualified Web Authentication Certificate:** means a Qualified Web Authentication Certificate which is additionally issued under the requirements of the PSD2 Regulatory Technical Standards for use of qualified certificates as defined in eIDAS (Regulation (EU) No 910/2014) including Annex IV to meet the regulatory requirements of PSD2 (Directive (EU) 2015/2366), including the requirements of ETSI TS 119 495 and related ETSI Guidelines.

**Public Key:** means the key of a Key Pair used to encrypt a message. The Public Key can be made freely available to anyone who may want to send encrypted messages to the holder of the Private Key of the Key Pair. The Public Key is usually made publicly available in a Certificate issued by a CA and is often obtained by accessing a repository or database. A Public Key is used to encrypt a message that can only be decrypted by the holder of the corresponding Private Key.

**Qualified Certificate:** means eIDAS Qualified Web Authentication Certificate(s), eIDAS Qualified Seal Certificate(s) and/or eIDAS Qualified Signature Certificate(s).

**Qualified Electronic Signature/Seal Creation Device:** means an electronic signature or seal creation device that meets the requirements as stipulated in the Annex II of the eIDAS Regulation (EU) 910/2014.

**Qualified Government Information Source:** as defined in the EV SSL Guidelines.

**Qualified Government Tax Information Source:** as defined in the EV SSL Guidelines.

**Qualified Independent Information Source:** as defined in the EV SSL Guidelines.

**Qualified Seal Certificate:** means a Certificate issued for use as a qualified seal certificate as defined in eIDAS (Regulation (EU) No 910/2014), including Annex III and the requirements of ETSI EN 319 411-2 and related ETSI Guidelines

**Qualified Signature Certificate:** means a Certificate issued for use as a qualified signature certificate as defined in eIDAS (Regulation (EU) No 910/2014), including Annex I and the requirements of ETSI EN 319 411-2 and related ETSI Guidelines

**Qualified Time-stamp Certificate:** means a Certificate issued for use to support electronic time-stamps as defined in eIDAS (Regulation (EU) No 910/2014), including Annex III and the requirements of ETSI EN 319 411-2 and related ETSI Guidelines

**Qualified Web Authentication Certificate:** means a Certificate issued for use as a qualified web authentication certificate as defined in eIDAS (Regulation (EU) No 910/2014), including Annex IV and the requirements of ETSI EN 319 411-2 and related ETSI Guidelines.

**Random Value:** as defined in the Baseline Requirements.

**Registration Agency:** as defined in the EV SSL Guidelines.

**Registration Authority:** means an entity that performs two functions: (1) the receipt of information from a Subject to be named in a Certificate, and (2) the performance of verification of information provided by the Subject following the procedures prescribed by the CAs. In the event that the information provided by a Subject satisfies the criteria defined by the CAs, an RA may send a request to a CA requesting that the CA generate, digitally sign, and issue a Certificate containing the information verified by the RA. An RA may be operated by Entrust or by an independent third-party.

**Registration Number:** as defined in the EV SSL Guidelines.

**Reliable Data Source:** as defined in the Baseline Requirements.

**Reliable Method of Communication:** as defined in the Baseline Requirements.

**Relying Party:** means a person, entity, or organization that relies on or uses a Certificate and/or any other information provided in a Repository under a CA to obtain and confirm the Public Key and identity of a Subscriber. For avoidance of doubt, an ASV is not a “Relying Party” when software distributed by such ASV merely displays information regarding a Certificate.

**Relying Party Agreement:** means the agreement between a Relying Party and Entrust or between a Relying Party and an independent third-party RA or Reseller under a CA in respect to the provision and use of certain information and services in respect to Certificates.

**Repository:** means a collection of databases and web sites that contain information about Certificates issued by a CA including among other things, the types of Certificates and services provided by the CA, fees for the Certificates and services provided by the CA, Certificate Revocation Lists, OCSP responses, descriptions of the practices and procedures of the CA, and other information and agreements that are intended to govern the use of Certificates issued by the CA.

**Request Token:** as defined in the Baseline Requirements.

**Request Value:** as defined in the Baseline Requirements.

**Required Website Content:** as defined in the Baseline Requirements.

**Resellers:** means any person, entity, or organization that has been granted by Entrust or an RA operating under a CA the right to license the right to use Certificates.

**Reserved IP Address:** as defined in the Baseline Requirements.

**Revoke or Revocation:** means, with respect to a Certificate, to prematurely end the Operational Period of that Certificate from a specified time forward.

**Root CA:** mean the top level CAs listed in §1.3.1.

**SSL Certificate:** means a Certificate issued by a CA primarily to authenticate servers. to clients as part of an SSL/TLS connection and to meet the Baseline Requirements.

**Short Term Certificate:** means a Certificate whose validity period is shorter than the maximum time to process a revocation request as specified in the CPS.

**Subordinate CA:** means collectively, the subordinate CAs listed in §1.3.1.

**Subordinate CA Certificate:** shall mean a Certificate that (i) includes the Public Key of a Public-Private Key Pair generated by a certification authority; and (ii) includes the digital signature of a Root CA.

**Subject:** means the person, entity, or organization identified in the “Subject” field in a Certificate.

**Subscriber:** means a person, entity, or organization that has applied for and has been issued a Certificate.

**Subscriber Agreement:** means the agreement between a Subscriber and Entrust (or an Affiliate of Entrust) or between a Subscriber and an independent third-party RA or Reseller under a CA in respect to the issuance, management, and provision of access to a Certificate and the provision of other services in respect to such Certificate. The Subscriber Agreement may consist of one or more parts.

**Subsidiary Company:** as defined in the Baseline Requirements.

**Suspect Code:** means any code or set of instructions that contains malicious functionality or serious vulnerabilities, including spyware, malware and other code that installs without the user's consent and/or resists its own removal, and code that can be exploited in ways not intended by its designers to compromise the trustworthiness of the computing environment on which it executes.

**Technically Constrained Subordinate CA:** as defined in the Baseline Requirements.

**Trusted Role:** as defined in the CA/Browser Forum’s Network and Certificate System Security Requirements.

**Validation Specialist:** as defined in the Baseline Requirements.

**Verified Method of Communication:** as defined in the EV SSL Guidelines.

**Verified Professional Letter:** as defined in the EV SSL Guidelines.

**Wildcard Domain Name:** as defined in the Baseline Requirements.

## 1.6.2 Acronyms

ADN	Authorization Domain Name
ASV	Application Software Vendor
CA	Certification Authority
CAA	Certification Authority Authorization
CCADB	Common CA Database
CPR	Certificate Problem Report
CPS	Certification Practice Statement
CRL	Certificate Revocation List
CSR	Certificate Signing Request
CT	Certificate Transparency
DBA	Doing Business As
DN	Distinguished Name
DNS	Domain Name System
DNSSEC	Domain Name System Security Extensions
EAL	Evaluation Assurance Level
eIDAS	Electronic Identification, Authentication and Trust Services
EKU	Extended Key Usage
ETSI	European Telecommunications Standards Institute
EV	Extended Validation
FIPS	(US Government) Federal Information Processing Standard
FQDN	Fully Qualified Domain Name
HTTP	Hyper Text Transfer Protocol
HTTPS	Hyper Text Transfer Protocol Secure
IANA	Internet Assigned Numbers Authority
ICANN	Internet Corporation for Assigned Names and Numbers
IETF	Internet Engineering Task Force
ISO	International Organization for Standardization
ITU-T	International Telecommunication Union - Telecommunication Standardization Sector
NCA	National Competent Authority
NDA	Non-Disclosure Agreement
NIST	(US Government) National Institute of Standards and Technology
OCSP	Online Certificate Status Protocol

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OID	Object Identifier
PA	Policy Authority
PSD2	(Revised) Payment Services Directive
PDS	PKI Disclosure Statement
PIN	Personal Identification Number
PKI	Public-Key Infrastructure
PSP	Payment Service Provider
QGIS	Qualified Government Information Source
QIIS	Qualified Independent Information Source
QSCD	Qualified Electronic Signature/Seal Creation Device
QSealC	Qualified Seal Certificate
QSigC	Qualified Signature Certificate
QTIS	Qualified Government Tax Information Source
QTSC	Qualified Time-stamp Certificate
QWAC	Qualified Web Authentication Certificate
RA	Registration Authority
RFC	Request for Comment
RSA	Rivest–Shamir–Adleman cryptosystem
SAN	Subject Alternative Name
SSL	Secure Sockets Layer
TLS	Transport Layer Security
TSA	Time-Stamp Authority
URL	Universal Resource Locator

## 2. Publication and Repository Responsibilities

Entrust maintains the Repository to store various information related to Certificates and the operation of the CAs and RAs. The CPS and various other related information is published in the Repository.

### 2.1 Repositories

The CAs maintain the Repositories to allow access to Certificate-related and Certificate revocation information. The information in the Repositories is accessible through a web interface, available on a 24x7 basis and is periodically updated as set forth in this CPS. The Repositories are the only approved source for CRL and other information about Certificates.

The CA will adhere to the latest version of the CPS published in the Repository.

The Repository can be accessed at <https://www.entrust.net/CPS>.

### 2.2 Publication of Certification Information

The CA publishes its CPS, TPS, CA Certificates, Subscriber Agreements, PKI Disclosure Statement, Relying Party Agreements, Audit Reports, and CRLs in the Repositories.

This CPS is structured in the RFC3647 format.

### 2.3 Time or Frequency of Publications

The CPS will be re-issued and published at least once per year. The CPS will be updated with an incremented version number and a new date on an annual basis even if no other changes have been made to this document.

CRLs will be updated as per §4.9.7.

OCSP responses will be updated as per §4.9.10.

### 2.4 Access Controls on Repositories

Information published in the Repository is public information. Read only access is unrestricted. The CAs have implemented logical and physical controls to prevent unauthorized write access to its Repositories.

Historic versions of the CPS are maintained in the Repository in the archive folder.

### 3. Identification and Authentication

The Policy Authority mandates the verification practices for verifying identification and authentication, and may, in its discretion, update such practices.

#### 3.1 Naming

Before issuing an Certificate, the CAs ensure that all Subject organization information in the Certificate conforms to the requirements of, and has been verified in accordance with the procedures prescribed in this CPS and matches the information confirmed and documented by the RA pursuant to its verification processes.

##### eIDAS QWAC and PSD2 QWAC

The CA and RA must follow the verification procedures in this CPS, the EV SSL Guidelines, and the ETSI Guidelines and match the information confirmed and documented by the RA pursuant to its verification processes. Such verification procedures are intended to accomplish the following:

- (i) Verify the Applicant's existence and identity, including;
  - a. Verify the Applicant's legal existence and identity (as stipulated in the EV SSL Guidelines and ETSI Guidelines),
  - b. Verify the Applicant's physical existence (business presence at a physical address), and
  - c. Verify the Applicant's operational existence (business activity).
- (ii) Verify the Applicant's authorization for the Certificate, including;
  - a. Verify the name, title, and authority of the Contract Signer, Certificate Approver, and Certificate Requester;
  - b. Verify that Contract Signer signed the Subscriber Agreement; and
  - c. Verify that a Certificate Approver has signed or otherwise approved the Certificate request.
- (iii) For PSD2 QWAC, verify the additional information required by ETSI TS 119 495, including the Applicant's organizationIdentifier assigned by an NCA and the Applicant's approved payment service provider roles.

#### 3.1.1 Types of Names

The Subject names in a Certificate comply with the X.501 Distinguished Name (DN) form. The CAs use a naming convention which include the following attributes.

##### Qualified Signature Certificates

- (i) "Country Name" (C) which is the two-letter ISO 3166 code for the country in which the Applicant is located;
- (ii) "State" (ST) (if applicable), which is the state or province of the organization's place of business;
- (iii) "Locality" (L), which is the city or locality of the organization's place of business;
- (iv) "Organization Name" (O) which is the name of the organization in the case of a corporation, partnership, or other entity. In the case of a sole proprietorship, the organization name can be the name of the Applicant;
- (v) "Organizational Unit Name" (OU) which is an optional field. The OU field may be used to distinguish between different organizational groups within an organization (for example, to distinguish between human resources, marketing, and development);
- (vi) "Surname" which is the validated surname of the Subject;
- (vii) "First Name" which is the validated first name of the Subject;
- (viii) "Serial Number" which is unique number as specified in §3.1.5;
- (ix) "Common Name" (CN) which is the first name and the surname of the Subject .

##### Qualified Seal Certificates

- (i) "Country Name" (C) which is the two-letter ISO 3166 code for the country in which the Applicant is located;
- (ii) "State" (ST) (if applicable), which is the state or province of the organization's place of business;
- (iii) "Locality" (L), which is the city or locality of the organization's place of business;

- (iv) “Organization Name” (O) which is the name of the organization in the case of a corporation, partnership, or other entity. In the case of a sole proprietorship, the organization name can be the name of the Applicant;
- (v) “Organization Identifier” which is the Organization Identifier;
- (vi) “Organizational Unit Name” (OU) which is an optional field. The OU field may be used to distinguish between different organizational groups within an organization (for example, to distinguish between human resources, marketing, and development);
- (vii) “Common Name” (CN) which is commonly used by the subject to represent itself .

#### Qualified Time-stamp Certificates

- (i) “Country Name” (C) which is the two-letter ISO 3166 code for the country in which the Applicant is located;
- (ii) “Organization Name” (O) which is the name of the organization in the case of a corporation, partnership, or other entity. In the case of a sole proprietorship, the organization name can be the name of the Applicant;
- (iii) “Organization Identifier” which is the Organization Identifier;
- (iv) “Common Name” (CN) which identifies the Time-stamp Authority.

#### PSD2 Qualified Seal Certificates

- (i) Same as Qualified Seal Certificate, plus
- (ii) Applicant’s “organizationIdentifier” assigned by an NCA

#### Qualified Web Authentication Certificates

- (i) “Country Name” (C) which is the two-letter ISO 3166 code for the country in which the Applicant is located and plans to host the secure server on which the Applicant is intending to install the Certificate;
- (ii) “Organization Name” (O) which is the name of the organization in the case of a corporation, partnership, or other entity. In the case of a sole proprietorship, the organization name can be the name of the Applicant;
- (iii) “Common Name” (CN) which is the hostname, the fully qualified hostname or path used in the DNS of the secure server on which the Applicant is intending to install the Certificate;
- (iv) “Locality” (L), which is the city or locality of the organization’s place of business; and
- (v) “State” (ST) (if applicable), which is the state or province of the organization’s place of business.
- (vi) “serialNumber” which is the registration number of Subscriber,
- (vii) “businessCategory” which is the applicable business category clause per the EV SSL Guidelines,
- (viii) “jurisdictionOfIncorporationLocalityName” (if applicable) which is the jurisdiction of registration or incorporation locality of Subscriber,
- (ix) “jurisdictionOfIncorporationStateOrProvinceName” (if applicable) which is the jurisdiction of registration or incorporation state or province of Subscriber, and
- (x) “jurisdictionOfIncorporationCountry” which is the jurisdiction of registration or incorporation country of Subscriber.

The CA does not include any Subject name attributes which are not defined in EV SSL Guidelines section 9.2.

#### PSD2 Qualified Web Authentication Certificates

- (i) Same Subject name as Qualified Web Authentication Certificates, plus
- (ii) Applicant’s “organizationIdentifier” assigned by an NCA is included in a separate extension.

Effective on or before 1 September 2022, the OU field will not be included in PSD2 QWAC Certificates.

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

The Certificates issued pursuant to this CPS are meaningful only if the names that appear in the Certificates can be understood and used by Relying Parties. Names used in the Certificates must identify the person or



object to which they are assigned in a meaningful way. CAs shall not issue Certificates to the Subscribers that contain Domain Names, IP Addresses, DN, URL, and/or e-mail addresses that the Subscribers do not legitimately own or control. Examples of fields and extensions where these names appear include subject DN and subject alternative names.

#### eIDAS QSigC

The value of the Common Name to be used in eIDAS QSigC is the Subject's first name and surname.

#### eIDAS QSealC and PSD2 QSealC

The value of the Common Name to be used in eIDAS QSealC and PSD2 QSealC is the Applicant's organization name.

#### eIDAS QTSC

The value of the Common Name to be used in eIDAS QTSC is the name of the Time-stamp Authority.

#### eIDAS QWAC and PSD2 QWAC

The value of the Common Name to be used in an eIDAS QWAC or PSD2 QWAC is the Applicant's FQDN that is used in the DNS of the secure server on which the Applicant is intending to install the Certificate. The FQDN for an eIDAS QWAC or PSD2 QWAC cannot be an IP address or a Wildcard Domain Name.

### **3.1.3 Anonymity or Pseudonymity of Subscribers**

International Domain Names (IDNs) will be verified and represented in the commonName and subjectAltName using Punycode.

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

No stipulation.

### **3.1.5 Uniqueness of Names**

Names are to be defined unambiguously for each Subject in a Repository. The Subject name attribute is to be unique to the Subject to which it is issued.

#### eIDAS QSigC

A unique number is included in the serial number attribute of the Subject name per ETSI EN 319 412-1 and is determined as follows:

- i. If the Subject has a Spanish National Identity Document number, a Spanish foreigner identity number or a Spanish tax identification number, then this number is included in the Certificate;
- ii. If the Subject person has neither a Spanish National Identity Document number, nor a Spanish foreigner identity number, nor a Spanish tax identification number, then inclusion of a random number or an National Identity number from another country will be included in the Certificate.

#### eIDAS QSealC, eIDAS QTSC and PSD2 QSealC

A unique number is included in the organization identifier attribute of the Subject name per ETSI 319 412-1. This number will be a taxation identification number or, in its absence, another identifying code that uniquely and permanently identifies it over time as recorded in the official records.

#### eIDAS QWAC and PSD2 QWAC

A unique number is included in the serial number attribute of the Subject name per the EV SSL Guidelines. This number will be a taxation identification number or, in its absence, another identifying code that uniquely and permanently identifies it over time as recorded in the official records.

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

Subscribers should not request Certificates with any content that infringes on the intellectual property rights of another entity. Unless otherwise specifically stated in this CPS, Entrust does not verify an Applicant's right to use a trademark and does not resolve trademark disputes. Entrust may reject any application or require revocation of any Certificate that is part of a trademark dispute.

## 3.2 Initial Identity Validation

### 3.2.1 Method to Prove Possession of Private Key

For Key Pairs generated by the Applicant, the CAs perform proof of possession tests for CSRs created using reversible asymmetric algorithms (such as RSA) by validating the signature on the CSR submitted by the Applicant with the Certificate Application.

### 3.2.2 Authentication of Organization Identity

Entrust uses an internal process to check the accuracy of information sources and databases to ensure the data is acceptable, including reviewing the database provider's terms of use. Prior to using any data source as a Reliable Data Source or QIIS, the source is evaluated for its reliability, accuracy, and resistance to alteration or falsification. The accuracy process addresses the requirements of SSL BR section 3.2.2.7 and SSL EV Guidelines section 11.11.5.

#### 3.2.2.1 Identity

The CA will verify the identity and/or address of the Applicant using documentation provided by, or through communication with following methods.

#### eIDAS QWAC, PSD2 QWAC, eIDAS QSealC, PSD2 QSealC, and eIDAS QTSC

The CA or RA will identify the organization and, if applicable, any specific attributes of the organization, will be verified by an Authorized Representative.

#### eIDAS QWAC and PSD2 QWAC

RAs operating under the CAs shall determine:

- (i) Full legal name;
- (ii) Business Category; , which may be “Private Organization”, “Government Entity”, or “Non-Commercial Entity”
- (iii) Jurisdiction of Incorporation or Registration, which will not include information which is not relevant to the level of the Incorporating or Registration Agency;
- (iv) Registration Number or if there is no Registration Number, the date of registration;
- (v) Physical address of Place of Business; and
- (vi) Operational Existence.

Entrust does not issue Certificates to Business Entity Subjects as defined in SSL EV Guidelines section 11.2.2.

Prior to the use of an Incorporating Agency or Registration Agency to fulfill these verification requirements, the agency information about the Incorporating Agency or Registration Agency will be disclosed at <https://www.entrust.net/CPS>.

This agency information includes the following:

- (vii) Sufficient information to unambiguously identify the Incorporating Agency or Registration Agency (such as a name, jurisdiction, and website);
- (viii) The accepted value or values for each of the subject:jurisdictionLocalityName (OID: 1.3.6.1.4.1.311.60.2.1.1), subject:jurisdictionStateOrProvinceName (OID: 1.3.6.1.4.1.311.60.2.1.2), and subject:jurisdictionCountryName (OID: 1.3.6.1.4.1.311.60.2.1.3) fields, when a Certificate is issued using information from that Incorporating Agency or Registration Agency, indicating the jurisdiction(s) that the agency is appropriate for; and,
- (ix) A revision history that includes a unique version number and date of publication for any additions, modifications, and/or removals from this list.

#### PSD2 Certificates

RAs operating under the CAs shall also determine:

- (x) Applicable NCA;

- (xi) organizationIdentifier assigned by the NCA; and
- (xii) Payment service provider roles approved by the NCA.

Note: RAs shall conform to the specific NCA rules for verifying these attributes.

### 3.2.2.2 DBA/Tradename

If the subject organization field is a DBA or tradename, the CA or the RA will verify the Applicant's right to use the DBA/tradename using at least one of the following:

- (i) The RA may verify the assumed name through use of a Qualified Government Information Source operated by, or on behalf of, an appropriate government agency in the jurisdiction of the Applicant's Place of Business, or by direct contact with such government agency in person or via mail, e-mail, Web address, or telephone; or
- (ii) The RA may verify the assumed name through use of a Qualified Independent Information Source provided that the QIIS has verified the assumed name with the appropriate government agency.
- (iii) The RA may rely on a Verified Professional Letter that indicates the assumed name under which the Applicant conducts business, the government agency with which the assumed name is registered, and that such filing continues to be valid.

The CA or RA ensures the registration of the DBA or tradename is valid.

#### eIDAS QWAC and PSD2 QWAC

The CA verifies the Applicant has registered its use of the DBA or tradename with the appropriate government agency for such filings in the jurisdiction of its Place of Business. If a DBA or tradename is used, it will be included at the beginning of the organization field followed by the full legal organization name in parenthesis.

### 3.2.2.3 Verification of Country

Verification of country will be done in accordance with the methods of § 3.2.2.1.

### 3.2.2.4 Validation of Domain Authorization or Control

The CA will confirm that prior to issuance, the CA or the RA validated each Fully-Qualified Domain Name (FQDN) listed in the Certificate using at least one of the methods listed below.

Completed validations of Applicant authority may be used for the issuance of multiple Certificates over time. For purposes of domain validation, the term Applicant includes the Applicant's Parent Company, Subsidiary Company, or Affiliate.

The CA maintains a record of which domain validation method was used to validate every domain.

#### 3.2.2.4.1 Validating the Applicant as a Domain Contact

This method of domain validation is not used.

#### 3.2.2.4.2 Email, Fax, SMS, or Postal Mail to Domain Contact

Confirm the Applicant's control over the FQDN by sending a Random Value via email, fax, SMS, or postal mail and then receiving a confirming response utilizing the Random Value. The Random Value must be sent to an email address, fax/SMS number, or postal mail address identified as a Domain Contact.

Each email, fax, SMS, or postal mail may confirm control of multiple ADNs.

The CA or RA may send the email, fax, SMS, or postal mail identified under this section to more than one recipient provided that every recipient is identified by the Domain Name Registrar as representing the Domain Name Registrant for every FQDN being verified using the email, fax, SMS, or postal mail.

The Random Value is unique in each email, fax, SMS, or postal mail.

The CA or RA may resend the email, fax, SMS, or postal mail in its entirety, including re-use of the Random Value, provided that the communication's entire contents and recipient(s) remain unchanged.

The Random Value will remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.3 Phone Contact with Domain Contact**

This method of domain validation is not used.

#### **3.2.2.4.4 Constructed Email to Domain Contact**

Confirm the Applicant's control over the FQDN by (i) sending an email to one or more addresses created by using 'admin', 'administrator', 'webmaster', 'hostmaster', or 'postmaster' as the local part, followed by the at-sign ("@"), followed by an ADN, (ii) including a Random Value in the email, and (iii) receiving a confirming response utilizing the Random Value.

Each email may confirm control of multiple FQDNs, provided the ADN used in the email is an ADN for each FQDN being confirmed.

The Random Value shall be unique in each email.

The email may be re-sent in its entirety, including the re-use of the Random Value, provided that its entire contents and recipient shall remain unchanged.

The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.5 Domain Authorization Document**

This method of domain validation is not used.

#### **3.2.2.4.6 Agreed-Upon Change to Website**

This method of domain validation is not used.

#### **3.2.2.4.7 DNS Change**

Confirm the Applicant's control over the FQDN by confirming the presence of a Random Value in a DNS CNAME, TXT or CAA record for an ADN or an ADN that is prefixed with a Domain Label that begins with an underscore character.

If a Random Value is used, the CA or RA shall provide a Random Value unique to the Certificate request and shall not use the Random Value after (i) 30 days or (ii) if the Applicant submitted the Certificate request, the timeframe permitted for reuse of validated information relevant to the Certificate.

#### **3.2.2.4.8 IP Address**

Confirming the Applicant's control over the FQDN by confirming that the Applicant controls an IP Address returned from a DNS lookup for A or AAAA records for the FQDN in accordance with § 3.2.2.5.

Once the FQDN has been validated using this method, the CA does not issue Certificates for FQDNs for higher level domain levels that end in the validated FQDN unless the CA performs a separate validation for that FQDN using an authorized method.

#### **3.2.2.4.9 Test Certificate**

This method of domain validation is not used.

#### **3.2.2.4.10 TLS Using a Random Number**

This method of domain validation is not used.

#### **3.2.2.4.11 Any Other Method**

This method of domain validation is not used.

#### **3.2.2.4.12 Validating Applicant as a Domain Contact**

This method of domain validation is not used.

#### **3.2.2.4.13 Email to DNS CAA Contact**

Confirm the Applicant's control over the FQDN by sending a Random Value via email and then receiving a confirming response utilizing the Random Value. The Random Value will be sent to a DNS CAA Email Contact. The relevant CAA Resource Record Set will be found using the search algorithm defined in RFC 8659 Section 3.

Each email may confirm control of multiple FQDNs, provided that each email address is a DNS CAA Email Contact for each ADN Name being validated. The same email may be sent to multiple recipients as long as all recipients are the DNS CAA Email Contacts for each ADN being validated.

The Random Value shall be unique in each email. The email may be re-sent in its entirety, including the reuse of the Random Value, provided that its entire contents and recipient(s) remain unchanged. The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.14 Email to DNS TXT Contact**

Confirm the Applicant's control over the FQDN by sending a Random Value via email and then receiving a confirming response utilizing the Random Value. The Random Value will be sent to a DNS TXT Record Email Contact for the ADN selected to validate the FQDN.

Each email may confirm control of multiple FQDNs, provided that each email address is DNS TXT Record Email Contact for each ADN being validated. The same email may be sent to multiple recipients as long as all recipients are the DNS TXT Record Email Contacts for each ADN being validated.

The Random Value shall be unique in each email. The email may be re-sent in its entirety, including the reuse of the Random Value, provided that its entire contents and recipient(s) remain unchanged. The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.15 Phone with Domain Contact**

Confirm the Applicant's control over the FQDN by calling the Domain Contact's phone number and obtain a confirming response to validate the ADN. Each phone call may confirm control of multiple ADNs provided that the same Domain Contact phone number is listed for each ADN being verified and they provide a confirming response for each ADN.

In the event that someone other than a Domain Contact is reached, the CA may request to be transferred to the Domain Contact.

In the event of reaching voicemail, the CA may leave the Random Value and the ADN(s) being validated. The Random Value must be returned to the CA to approve the request.

The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.16 Phone Contact with DNS TXT Record Phone Contact**

Confirm the Applicant's control over the FQDN by calling the DNS TXT Record Phone Contact's phone number and obtain a confirming response to validate the ADN. Each phone call may confirm control of

multiple ADNs provided that the same DNS TXT Record Phone Contact phone number is listed for each ADN being verified and they provide a confirming response for each ADN.

The CA may not knowingly be transferred or request to be transferred as this phone number has been specifically listed for the purposes of domain validation.

In the event of reaching voicemail, the CA may leave the Random Value and the ADN(s) being validated. The Random Value must be returned to the CA to approve the request.

The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.17 Phone Contact with DNS CAA Phone Contact**

Confirm the Applicant's control over the FQDN by calling the DNS CAA Phone Contact's phone number and obtain a confirming response to validate the ADN. Each phone call may confirm control of multiple ADNs provided that the same DNS CAA Phone Contact phone number is listed for each ADN being verified and they provide a confirming response for each ADN. The relevant CAA Resource Record Set must be found using the search algorithm defined in RFC 8659 Section 3.

The CA may not knowingly be transferred or request to be transferred as this phone number has been specifically listed for the purposes of domain validation.

In the event of reaching voicemail, the CA may leave the Random Value and the ADN(s) being validated. The Random Value must be returned to the CA to approve the request.

The Random Value shall remain valid for use in a confirming response for no more than 30 days from its creation.

#### **3.2.2.4.18 Agreed-Upon Change to Website v2**

Confirm the Applicant's control over the FQDN by verifying that the Request Token or Random Value is contained in the contents of a file.

- (i) The entire Request Token or Random Value must not appear in the request used to retrieve the file, and
- (ii) the CA MUST receive a successful HTTP response from the request (meaning a 2xx HTTP status code must be received).

The file containing the Request Token or Random Number:

- (iii) Must be located on the Authorization Domain Name, and
- (iv) Must be located under the "/.well-known/pki-validation" directory, and
- (v) Must be retrieved via either the "http" or "https" scheme, and
- (vi) Must be accessed over an Authorized Port.

The CA follows redirects and the following apply:

- (vii) Redirects must be initiated at the HTTP protocol layer.
  - a. For validations performed on or after July 1, 2021, redirects will only be the result of a 301, 302, or 307 HTTP status code response, as defined in RFC 7231, Section 6.4, or a 308 HTTP status code response, as defined in RFC 7538, Section 3. Redirects must be to the final value of the Location HTTP response header, as defined in RFC 7231, Section 7.1.2.
  - b. For validations performed prior to July 1, 2021, redirects will only be the result of an HTTP status code result within the 3xx Redirection class of status codes, as defined in RFC 7231, Section 6.4.
- (viii) Redirects must be to resource URLs with either via the "http" or "https" scheme.
- (ix) Redirects must be to resource URLs accessed via Authorized Ports.

If a Random Value is used, then:

- (x) The CA must provide a Random Value unique to the certificate request.
- (xi) The Random Value must remain valid for use in a confirming response for no more than 30 days from its creation. The CPS MAY specify a shorter validity period for Random Values, in which case the CA must follow its CPS.

Note: Once the FQDN has been validated using this method, the CA does not issue Certificates for other FQDNs that end with all the Domain Labels of the validated FQDN.

#### **3.2.2.4.19 Agreed-Upon Change to Website - ACME**

Confirming the Applicant's control over a FQDN by validating domain control of the FQDN using the ACME HTTP Challenge method defined in Section 8.3 of RFC 8555. The following are additive requirements to RFC 8555.

The CA receives a successful HTTP response from the request (meaning a 2xx HTTP status code is received).

The token (as defined in RFC 8555, Section 8.3) is not used for more than 30 days from its creation.

If the CA follows redirects, the following apply:

- (i) Redirects are initiated at the HTTP protocol layer. Redirects will be the result of a 301, 302, or 307 HTTP status code response, as defined in RFC 7231, Section 6.4, or a 308 HTTP status code response, as defined in RFC 7538, Section 3. Redirects must be to the final value of the Location HTTP response header, as defined in RFC 7231, Section 7.1.2.
- (ii) Redirects must be to resource URLs with either the "http" or "https" scheme.
- (iii) Redirects must be to resource URLs accessed via Authorized Ports.

Note: The CA will not issue Certificates for other FQDNs that end with all the labels of the validated FQDN unless the CA performs a separate validation for that FQDN using an authorized method. This method is not used for validating Wildcard Domain Names.

#### **3.2.2.4.20 TLS Using ALPN**

This method of domain validation is not used.

#### **3.2.2.5 Authentication of an IP Address**

IP addresses are not permitted for Certificates.

#### **3.2.2.6 Wildcard Validation**

Wildcards are not permitted for eIDAS QWAC or PSD2 QWAC.

#### **3.2.2.7 Data Source Accuracy**

Prior to using any data source as a Reliable Data Source, the RA shall evaluate the source for its reliability, accuracy, and resistance to alteration or falsification.

#### **3.2.2.8 CAA Records**

Entrust policy on CAA records is stated in §4.2.4.

#### **3.2.2.9 Authentication of Email Address**

The CA does not include email addresses in Certificates.

#### **3.2.2.10 Organization Identifier**

The organization identifier must contain a registration reference for a legal entity assigned in accordance to the identified registration scheme.

The registration scheme must be identified using the following structure in the presented order:

- (i) 3 character registration scheme identifier;
- (ii) 2 character ISO 3166 country code for the nation in which the registration scheme is operated, or if the
- (iii) scheme is operated globally ISO 3166 code "XG" shall be used;
- (iv) For the NTR registration scheme identifier, if required, a 2 character ISO 3166-2 identifier for the subdivision (state or province) of the nation in which the registration scheme is operated, preceded by plus "+" (0x2B (ASCII), U+002B (UTF-8));
- (v) a hyphen-minus "-" (0x2D (ASCII), U+002D (UTF-8));
- (vi) Registration Reference allocated in accordance with the identified Registration Scheme

Note: Registration references may contain hyphens, but registration schemes, ISO 3166 country codes, and ISO 3166-2 identifiers do not. Therefore if more than one hyphen appears in the structure, the leftmost hyphen is a separator, and the remaining hyphens are part of the registration reference.

The CA or RA shall:

- (vii) Confirm that the organization represented by the registration reference is the same as the organization named within the context of the Subject's jurisdiction per §3.2.2.1;
- (viii) Further verify the registration reference matches other information verified in accordance with §3.2.2;
- (ix) Take appropriate measures to disambiguate between different organizations as described in Appendix A for each registration scheme;
- (x) Apply the validation rules relevant to the registration scheme as specified in Appendix A.

### 3.2.3 Authentication of Individual Identity

The CA or the RA use the methods set out below to verify any individual identities that are submitted by an Applicant or Subscriber.

The CA or RA will verify the Authorized Representative or Subject by:

- (i) Physical presence;
  - a. A natural person requesting a Qualified Certificate must appear before the CA or RA and must provide identification such as the National Identity Document, passport or other means admitted by Law. The physical presence of the natural person requesting a Qualified Certificate may be dispensed if their signature on the request for issuance of a Qualified Certificate has been legitimized in the presence of a notary.
  - b. If the natural person requesting a Qualified Certificate, has already a pre-existing relationship with the CA and has had a face-to-face identification within the last 5 years, then it is not necessary to repeat the face-to-face verification.
  - c. The CA or RA verifies data related to the constitution and legal personality, as well as the extension and validity of the powers of representation of the Authorized Representative through the documents, which serve to prove the aforementioned points in a reliable way and their registration in the corresponding public registry if this is required;
- (ii) Means of a Certificate of a qualified electronic signature or of a qualified electronic seal.

or

- (iii) Using remote video identification in accordance with Spanish Order ETD 465/2021 of May 6, which regulates remote video identification methods for the issuance of qualified electronic certificates.

#### eIDAS QWAC and PSD2 QWAC

RAs operating under the CAs shall perform a verification of the identity and authority of the Contract Signer, the Certificate Approver, and the Certificate Requestor associated with Certificate Applications that are submitted by an Applicant or Subscriber. In order to establish the accuracy of an individual identity, the RA operating under a CA shall perform identity and authority verification consistent with the requirements set forth in the EV SSL Guidelines published by the CA/Browser Forum and the ETSI Guidelines.



### 3.2.4 Non-verified Subscriber Information

All Certificate request information provided by the Subscriber is verified in accordance using an independent source of information or an alternative communication channel before it is included in the Certificate..

### 3.2.5 Validation of Authority

If the Applicant for a Certificate containing subject identity information is an organization, the CA or RA will use a Reliable Method of Communication to verify the authority and approval of the Applicant representative to act as an Enterprise RA, to request issuance and revocation of Certificates, or to assign responsibilities to others to act in these roles.

The RA may use the sources listed in §3.2.2.1 to verify the Reliable Method of Communication. Provided that the RA uses a Reliable Method of Communication, the RA may establish the authenticity of the Certificate request directly with the Applicant representative or with an authoritative source within the Applicant's organization, such as the Applicant's main business offices, corporate offices, human resource offices, information technology offices, or other department that the RA deems appropriate.

The CA allows a Subscriber to specify the individuals who may request Certificates and will not accept any Certificate requests that are outside this specification. The CAs will provide a Subscriber with a list of its authorized individuals upon the Subscriber's verified written request.

#### eIDAS QWAC and PSD2 QWAC

The CA or RA must verify the identity and authority of the Contract Signer and Certificate Approver in accordance with EV SSL Guidelines section 11.8.

### 3.2.6 Criteria for Interpretation

Externally issued Cross Certificates that identify Entrust as the subject are disclosed in §1.3.1, provided that Entrust arranged for or accepted the establishment of the trust relationship (i.e. the Cross Certificate at issue).

## 3.3 Identification and Authentication for Re-key Requests

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

Each Certificate shall contain a Certificate expiration date. The reason for having an expiration date for a Certificate is to minimize the exposure of the Key Pair associated with the Certificate. For this reason, when processing a new Certificate Application, the CA recommends that a new Key Pair be generated and that the new Public Key of this Key Pair be submitted with the Applicant's Certificate Application. If a Subscriber wishes to continue to use a Certificate beyond the expiry date for the current Certificate, the Subscriber must obtain a new Certificate and replace the Certificate that is about to expire. Subscribers submitting a new Certificate Application will be required to complete the initial application process, as described in §4.1. The RA may reuse documents and data provided in §3.2 to verify Certificate information per §4.2.1.2.

The RA that processed the Subscriber's Certificate Application shall make a commercially reasonable effort to notify Subscribers of the pending expiration of their Certificate by sending an email to the technical contact listed in the corresponding Certificate Application. Upon expiration of a Certificate, the Subscriber shall immediately cease using such Certificate and shall remove such Certificate from any devices and/or software in which it has been installed.

#### eIDAS QWAC and PSD2 QWAC

The Subscriber may request a replacement Certificate using an existing Key Pair.

### 3.3.2 Identification and Authentication for Re-key after Revocation

The CAs and RAs operating under the CAs do not renew Certificates that have been revoked. If a Subscriber wishes to use a Certificate after revocation, the Subscriber must apply for a new Certificate and replace the Certificate that has been revoked. In order to obtain another Certificate, the Subscriber shall be required to complete the initial application process, as described in §4.1. Upon revocation of a Certificate, the Subscriber

shall immediately cease using such Certificate and shall remove such Certificate from any devices and/or software in which it has been installed.

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

A Subscriber may request revocation of their Certificate at any time provided that the CA can validate the Subscriber is the person, organization, or entity to whom the Certificate was issued. The CA will authenticate a request from a Subscriber for revocation of their Certificate by authenticating the Subscriber or confirming authorization of the Subscriber through a Reliable Method of Communication. Upon receipt and confirmation of such information, the CA will then process the revocation request as stipulated in §4.9.

An Enterprise RA may use multi-factor authentication to request revocation of a Certificate.

## 4. Certificate Life-Cycle Operational Requirements

### 4.1 Certificate Application

To obtain a Certificate, an Applicant must:

- (i) generate a secure and cryptographically sound Key Pair, if not generated by a CA
- (ii) agree to all of the terms and conditions of the CPS and the Subscriber Agreement, and
- (iii) complete and submit a Certificate Application, providing all information requested by an RA without any errors, misrepresentation, or omissions.

If the Applicant is not the same as the Subject of the Certificate being requested by the Applicant, then both the Applicant and the Subject must agree to all of the terms and conditions of the CPS and the Subject must agree to all of the applicable terms and conditions of the Subscriber Agreement.

To avoid any conflicts of interests, the Subscriber and Entrust shall be separate entities. The only exception is Entrust running all or part of the RA tasks when subscribing a certificate for itself or for persons identified in association with Entrust as the Subject.

Upon an Applicant's completion of the Certificate Application and acceptance of the terms and conditions of this CPS and the Subscriber Agreement, an RA shall follow the procedures described in §3.2 to perform verification of the information contained in the Certificate Application. If the verification performed by an RA is successful, the RA may, in its sole discretion, request the issuance to the Applicant of a Certificate from a CA.

#### eIDAS QWAC and PSD2 QWAC

- (iv) Certificate Requester – The Certificate request must be signed and submitted by an authorized Certificate Requester.
- (v) Certificate Approver – The Certificate request must be reviewed and approved by an authorized Certificate Approver.
- (vi) Contract Signer – A Subscriber Agreement applicable to the requested Certificate must be signed by an authorized Contract Signer.

One person may be authorized by the Applicant to fill one, two, or all three of these roles. An Applicant may also authorize more than one person to fill each of these roles.

#### 4.1.1 Who Can Submit a Certificate Application

Either the Applicant or an individual authorized to request Certificates on behalf of the Applicant may submit Certificate requests. Applicants are responsible for any data that the Applicant or an agent of the Applicant supplies to the RA.

The CAs shall identify subsequent suspicious Certificate requests in accordance with the high risk process per §4.2.1.3.

The CAs do not issue Certificates to any persons or entities on a government denied list maintained by Spain and Canada or that is located in a country with which the laws of Spain or Canada prohibit doing business.

#### 4.1.2 Enrollment Process and Responsibilities

The CAs require each Applicant to submit a Certificate request and application information prior to issuing a Certificate. The CAs or RAs authenticates all communication from an Applicant and protects communication from modification.

Applicants request a Certificate by completing the request forms online. Applicants are solely responsible for submitting a complete and accurate Certificate request for each Certificate.

The enrollment process includes:

- (i) Agreeing to the applicable Subscriber Agreement,
- (ii) Paying any applicable fees,
- (iii) Submitting a complete Certificate application,
- (iv) Generating a Key Pair, and
- (v) Delivering the Public Key of the Key Pair to the CA.

The Subscriber Agreement may be signed in either of the following two methods:

- (vi) If the Subscriber Agreement is in electronic form, it will be signed with an online click-through process.
- (vii) In the alternative, Subscribers may print and sign a signature page referring to the Subscriber Agreement, and email or upload the signed document to Entrust.

By executing the Subscriber Agreement, Subscribers warrant that all of the information contained in the Certificate request is correct.

## **4.2 Certificate Application Processing**

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

The CA will follow a documented procedure for verifying all data requested for inclusion in the Certificate. In cases where the Certificate request does not contain all the necessary information about the Applicant, the CA will obtain the remaining information from a reliable, independent, third-party data source.

eIDAS QWAC and PSD2 QWAC

The Applicant information will include at least one FQDN.

#### **4.2.1.1 Applicant Communication**

eIDAS QWAC and PSD2 QWAC

The CA uses a Verified Method of Communication to verify the authenticity of the Applicant Representative's certificate request. The CA uses the following sources to verify the Verified Method of Communication:

- (i) Verify that the Verified Method of Communication belongs to the Applicant, or a Parent/Subsidiary or Affiliate of the Applicant, by matching it with one of the Applicant's Parent/Subsidiary or Affiliate's Places of Business in either the records provided by the applicable phone company, a QGIS, a QTIS, a QIIS, or a Verified Professional Letter; and
- (ii) Confirm the Verified Method of Communication by using it to obtain an affirmative response sufficient to enable a reasonable person to conclude that the Applicant, or a Parent/Subsidiary or Affiliate of Applicant, can be contacted reliably by using the Verified Method of Communication.

#### **4.2.1.2 Validated Information Reuse**

The CAs and RAs may use the documents and data provided in §3.2 to verify Certificate information in accordance with Spanish law 6/2020 of November 11 and the eIDAS Regulation No 910/2014.

eIDAS QWAC and PSD2 QWAC

With the exception of PSD2 specific attributes, reuse of previous validation data or documentation obtained from a source specified under §3.2 may be used no more than 13 months after such data or documentation was validated.

PSD2 Certificates

PSD2 specific attributes validation is not reused.

#### 4.2.1.3 High Risk Certificate Requests

The CAs maintain procedures to identify high risk Certificate requests that require additional verification activity prior to Certificate issuance. High risk certificate procedures include processes to verify high risk Domain Names and/or evaluate deceptive Domain Names.

#### 4.2.2 Approval or Rejection of Certificate Applications

The CA rejects any Certificate application that cannot be verified. The CA may also reject a Certificate application if the CA believes that issuing the Certificate could damage or diminish the CA's reputation or business including the Entrust business.

#### eIDAS QWAC and PSD2 QWAC

The CAs do not issue Certificates containing Internal Names or Reserved IP Addresses.

Certificate issuance approval requires authentication by two separate Validation Specialists. The second Validation Specialist cannot be the same individual who collected the authentication documentation and originally approved the Certificate application. The second Validation Specialist reviews the collected information and documents for discrepancies or details that require further explanation. If the second Validation Specialist has any concerns about the application, the second Validation Specialist may require additional explanations and documents. If satisfactory explanations and/or additional documents are not received within a reasonable time, the CA or RA may reject the Certificate application and notify the Applicant accordingly.

If some or all of the documentation used to support the application is in a language other than English, a CA or RA employee or agent skilled in such language and having the appropriate training, experience, and judgment in confirming organizational identification and authorization performs the final cross-correlation and due diligence.

If the Certificate application is not rejected and is successfully validated in accordance with this CPS, the CA will approve the Certificate application and issue the Certificate. Additional Certificates containing the same validated Certificate information may be requested by the Subscriber via a confirmed communication and issued without further authentication during the period permitted before reauthentication of Certificate information is required. The CA is not liable for any rejected Certificate application and is not obligated to disclose the reasons for a rejection. Rejected Applicants may re-apply. Subscribers are required to check the data listed in the Certificate for accuracy prior to using the Certificate.

#### 4.2.3 Time to Process Certificate Applications

No stipulation.

#### 4.2.4 Certification Authority Authorization (CAA) Records

Prior to issuing eIDAS QWAC or PSD2 QWAC, the CA checks for certification authority authorization (CAA) records for each `dNSName` in the `subjectAltName` extension of the Certificate to be issued, according to the procedure in RFC 8659, following the processing instructions set down in RFC 8659 for any records found. If the Certificate is issued, it will be issued within the TTL of the CAA record, or 8 hours, whichever is greater.

When processing CAA records, the CAs process the property tags as specified in RFC 8659. The CA does not act on the contents of the `iodef` property tag. The CAs respect the critical flag and will not issue a Certificate if they encounter an unrecognized property with this flag set.

The CAs may not check CAA records for the following exceptions:

- (i) For Certificates for which a Certificate Transparency pre-certificate was created and logged in at least two public logs, and for which CAA was checked.
- (ii) For Certificates issued by a Technically Constrained Subordinate CA Certificate as set out in Baseline Requirements section 7.1.5, where the lack of CAA checking is an explicit contractual provision in the contract with the Applicant.

The CA treats a record lookup failure as permission to issue if:

- (iv) the failure is outside the CA's infrastructure; and
- (v) the lookup has been retried at least once; and
- (vi) the domain's zone does not have a DNSSEC validation chain to the ICANN root.

The CA documents potential issuances that were prevented by a CAA record in sufficient detail to provide feedback to the CAB Forum on the circumstances, and will dispatch reports of such issuance requests to the contact(s) stipulated in the CAA iodef record(s), if present. The CAs support mailto: and https: URL schemes in the iodef record.

Entrust CAA identifying domain is '**entrust.net**'.

### **4.3 Certificate Issuance**

After performing verification of the information provided by an Applicant with a Certificate Application, an RA operating under a CA may request that a CA issue a Certificate. Upon receipt of a request from an RA operating under a CA, the CA may generate and digitally sign a Certificate in accordance with the Certificate profile described in §7. An Enterprise RA can approve issuance of Certificates and submit the certificate request to an RA.

If a court or government body with jurisdiction over the activities covered by a CA/Browser Forum requirements document determines the performance of any mandatory requirement is illegal, then such requirement is considered reformed to the minimum extent necessary to make the requirement valid and legal. The CA will notify the CA/Browser Forum of the facts, circumstances, and law(s) involved

#### **4.3.1 CA Actions During Certificate Issuance**

Certificate issuance by the Root CA requires an individual authorized by the CA (i.e. the CA system operator, system officer, or PKI administrator) to deliberately issue a direct command in order for the Root CA to perform a certificate signing operation.

The CA will not issue Certificates with validity period that exceeds the validity period of the corresponding Issuing CA Certificate. The CA will not backdate the notBefore date of a Subscriber Certificate.

#### eIDAS QWAC and PSD2 QWAC

eIDAS QWAC and PSD2 QWAC\_requests are reviewed using pre-issuance linting software to monitor adherences to this CPS, the Baseline Requirements and the EV SSL Guidelines limited to the linter coverage.

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

Once a Certificate has been generated and placed in a Repository, the RA that requested the issuance of the Certificate uses commercially reasonable efforts to notify the Applicant by email that the Applicant's Certificate is available. The email may contain a URL for use by the Applicant to retrieve the Certificate.

### **4.4 Certificate Acceptance**

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

No stipulation.

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

No stipulation.

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

##### Subordinate CA Certificates

Subordinate CA Certificates are disclosed in the CCADB within one week of Certificate issuance.

#### eIDAS QWAC and PSD2 QWAC

eIDAS QWAC and PSD2 QWAC will include two or more signed certificate timestamps (SCT) from ASV approved independent Certificate Transparency logs.

#### PSD2 Certificates

If the NCA provides an email address where the CA can inform the NCA identified in a newly issued Certificate then the CA will send to that email address information on the content of the Certificate in plain text including the Certificate serial number in hexadecimal, the subject distinguished name, the issuer distinguished name, the Certificate validity period, as well as contact information and instructions for revocation requests and a copy of the Certificate file.

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

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

Subscriber shall conform to §9.6.3.

#### Managed and Hosted Cryptographic Module

In the case a CA managed and hosted cryptographic module is used, the Certificate is required to be valid to allow the Subject to activate the associated Private Key.

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

Relying Parties shall conform to §9.6.4..

### **4.6 Certificate Renewal**

#### **4.6.1 Circumstance for Certificate Renewal**

In accordance with the Subscriber Agreement, CAs or RAs will provide a Certificate lifecycle monitoring service which will support Certificate renewal.

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

Subscribers or Subscriber agents may request renewal of Certificates.

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

CAs or RAs will process Certificate renewal requests with validated verification data. Previous verification data may be used as specified in §4.2.1.2.

Certificates may be renewed using the previously accepted Public Key, if the Public Key meets the key size requirements of §6.1.5 The Public Key may not be reused if another Certificate with the same Public Key has been revoked due to Key Compromise.

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

CAs or RAs will provide Certificate renewal notification to the Subscriber or Subscriber agents through an Internet link or by email.

Subscribers or Subscriber agents may request that email renewal notices are not sent for their expiring Certificates.

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

No stipulation.

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

CAs or RAs will provide the Subscriber with a Certificate through an Internet link.

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

No stipulation.

**4.7 Certificate Re-key****4.7.1 Circumstance for Certificate Re-key**

No stipulation.

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

No stipulation.

**4.7.3 Processing Certificate Re-keying Requests**

No stipulation.

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

No stipulation.

**4.7.5 Conduct Constituting Acceptance of a Re-keyed Certificate**

No stipulation.

**4.7.6 Publication of the Re-keyed Certificate by the CA**

No stipulation.

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

No stipulation.

**4.8 Certificate Modification****4.8.1 Circumstance for Certificate Modification**

No stipulation.

**4.8.2 Who May Request Certificate Modification**

No stipulation.

**4.8.3 Processing Certificate Modification Requests**

No stipulation.

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

No stipulation.

**4.8.5 Conduct Constituting Acceptance of Modified Certificate**

No stipulation.

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

No stipulation.

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

No stipulation.

**4.9 Certificate Revocation and Suspension**



The CA shall revoke a Certificate after receiving a valid revocation request from an RA operating under such CA. An RA operating under a CA shall be entitled to request and may request that a CA revoke a Certificate after such RA receives a valid revocation request from the Subscriber for such Certificate. An RA operating under a CA shall be entitled to request and shall request that a CA revoke a Certificate if such RA becomes aware of the occurrence of any event that would require a Subscriber to cease to use such Certificate.

CAs do not support the suspension of Certificates.

#### eIDAS QSigC

eIDAS QSigC may be issued as Short Term Certificates, which will not be revoked by the CA. Short Term Certificates will include an extension per §7.1.2.3.

### **4.9.1 Circumstances for Revocation**

#### **4.9.1.1 Reasons for Revoking a Subscriber Certificate**

The CA shall be entitled to revoke and may revoke, and an RA operating under a CA shall be entitled to request revocation of and shall request revocation of, a Subscriber's Certificate if the CA or RA has knowledge of or a reasonable basis for believing that any of the events listed in this section have occurred.

The CA will revoke a Certificate within 24 hours and use the corresponding reasonCode if one or more of the following occurs:

- (i) The Subscriber requests in writing, without specifying a CRLreason that the CA revoke the Certificate (no reasonCode in CRL);
- (ii) The Subscriber notifies the CA that the original Certificate request was not authorized and does not retroactively grant authorization (privilegeWithdrawn (9) reasonCode);
- (iii) The CA obtains evidence that the Subscriber's Private Key corresponding to the Public Key in the Certificate suffered a Key Compromise (keyCompromise (1) reasonCode);
- (iv) The CA is made aware of a demonstrated or proven method that can easily compute the Subscriber's Private Key based on the Public Key in the Certificate (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>) (keyCompromise (1) reasonCode); or
- (v) The CA obtains evidence that the validation of the domain authorization or control for any FQDN or IP Address in the Certificate should not be relied upon (superseded (4) reasonCode).

The CA should revoke a Certificate within 24 hours and must revoke a Certificate within 5 days and use the corresponding reasonCode if one or more of the following occurs:

- (vi) The Certificate no longer complies with the requirements of §6.1.5 and §6.1.6 (superseded (4) reasonCode);
- (vii) The CA obtains evidence that the Certificate was misused (privilegeWithdrawn (9) reasonCode);
- (viii) The CA is made aware that a Subscriber has violated one or more of its material obligations under the Subscriber Agreement (privilegeWithdrawn (9) reasonCode);
- (ix) The CA is made aware of any circumstance indicating that use of a FQDN or IP Address in the Certificate is no longer legally permitted (e.g. a court or arbitrator has revoked a Domain Name Registrant's right to use the Domain Name, a relevant licensing or services agreement between the Domain Name Registrant and the Applicant has terminated, or the Domain Name Registrant has failed to renew the Domain Name) (cessationOfOperation (5) reasonCode);
- (x) The CA is made aware of a material change in the information contained in the Certificate (privilegeWithdrawn (9) reasonCode);
- (xi) The CA is made aware that the Certificate was not issued in accordance with the third party requirements specified in §1.1 or this CPS (superseded (4) reasonCode);
- (xii) The CA determines that any of the information appearing in the Certificate is inaccurate (privilegeWithdrawn (9) reasonCode);

- (xiii) The CA's right to issue Certificates under this CPS expires or is revoked or terminated, unless the CA has made arrangements to continue maintaining the CRL/OCSP Repository (no reasonCode in CRL);
- (xiv) Revocation is required by any other section in this CPS for a reason that is not otherwise required to be specified by this §4.9.1.1 (no reasonCode in CRL);
- (xv) The CA is made aware of a demonstrated or proven method that exposes the Subscriber's Private Key to compromise or if there is clear evidence that the specific method used to generate the Private Key was flawed (keyCompromise (1) reasonCode);
- (xvi) The technical content or format of the Certificate presents an unacceptable risk to ASVs or Relying Parties (no reasonCode in CRL);
- (xvii) A Certificate is used to digitally sign suspect code (keyCompromise (1) reasonCode);
- (xviii) The CA is made aware of a judicial or administrative resolutions orders termination or revocation of the Certificate (privilegeWithdrawn (9) reasonCode);
- (xix) The CA is made aware of the death or capacity modified judicially supervening (total or partial) of the natural person Subject of the Certificate (privilegeWithdrawn (9) reasonCode);
- (xx) The CA is made aware of the dissolution of either the legal personality or the legal person Subject of the Certificate (privilegeWithdrawn (9) reasonCode); or
- (xxi) Any other reason that may be reasonably expected to affect the integrity, security, or trustworthiness of a Certificate or CA (no reasonCode in CRL).

#### 4.9.1.2 Reasons for Revoking a Subordinate CA Certificate

The Issuing CA shall revoke a Subordinate CA Certificate within seven (7) days if one or more of the following occurs:

- (i) The Subordinate CA requests revocation in writing;
- (ii) The Subordinate CA notifies the Issuing CA that the original Certificate request was not authorized and does not retroactively grant authorization;
- (iii) The Issuing CA obtains evidence that the Subordinate CA's Private Key corresponding to the Public Key in the Certificate suffered a Key Compromise or no longer complies with the requirements of §6.1.5 and §6.1.6,
- (iv) The Issuing CA obtains evidence that the Certificate was misused;
- (v) The Issuing CA is made aware that the Certificate was not issued in accordance with or that Subordinate CA has not complied with the Baseline Requirements, EV SSL Guidelines, or this CPS;
- (vi) The Issuing CA determines that any of the information appearing in the Certificate is inaccurate or misleading;
- (vii) The Issuing CA or Subordinate CA ceases operations for any reason and has not made arrangements for another CA to provide revocation support for the Certificate;
- (viii) The Issuing CA's or Subordinate CA's right to issue Certificates under the Baseline Requirements expires or is revoked or terminated, unless the Issuing CA has made arrangements to continue maintaining the CRL/OCSP Repository; or
- (ix) Revocation is required by the Issuing CA's CPS.

#### 4.9.2 Who Can Request Revocation

CAs, RAs and Subscribers may initiate revocation.

A Subscriber or another appropriately authorized party (such as an administrative contact, a Contract Signer, Certificate Approver, or Certificate Requester) may request revocation of their Certificate at any time for any reason. If a Subscriber requests revocation of their Certificate, the Subscriber must be able to validate themselves as set forth in §3.4 to the RA that processed the Subscriber's Certificate Application. The CAs shall not be required to revoke and the RAs operating under the CAs shall not be required to request revocation of an Certificate until a Subscriber can properly validate themselves as set forth in §4.9.3. A CA shall be entitled to revoke and shall revoke, and an RA operating under a CA shall be entitled to request revocation of and shall request revocation of, a Subscriber's Certificate at any time for any of the reasons set forth in §4.9.1.

Subscribers, Relying Parties, ASVs, Anti-Malware Organizations and other third parties may submit CPRs informing the CA of a reasonable cause to revoke the Certificate.

#### 4.9.3 Procedure for Revocation Request

A Subscriber shall request revocation of their Certificate if the Subscriber has a suspicion or knowledge of or a reasonable basis for believing that any of the following events have occurred:

- (i) Compromise of the Subscriber's Private Key;
- (ii) Knowledge that the original Certificate request was not authorized and such authorization will not be retroactively granted;
- (iii) Change in the information contained in the Subscriber's Certificate;
- (iv) Change in circumstances that cause the information contained in Subscriber's Certificate to become inaccurate, incomplete, or misleading.

A Subscriber request for revocation of their Certificate may be verified by (i) Subscriber authentication credentials, or (ii) authorization of the Subscriber through a Reliable Method of Communication.

If a Subscriber's Certificate is revoked for any reason, the Subscriber shall be notified by sending an email to the technical and security contacts listed in the Certificate Application. Revocation of a Certificate shall not affect any of the Subscriber's contractual obligations under this CPS, the Subscriber's Subscriber Agreement, or any Relying Party Agreements.

Subscribers, Relying Parties, ASVs, Anti-Malware Organizations and other third parties may submit a CPR by notification through the contact information specified in § 1.5.2. If a CPR is received, the CA shall:

- (v) Log the CPR as high severity into a ticketing system for tracking purposes;
- (vi) Review the CPR and engage the necessary parties to verify the CPR, draft a CPR investigation report and provide the CPR investigation report to the Subscriber and the party that provided the CPR within 24 hours from receipt of the CPR;
- (vii) Determine if there was Certificate mis-issuance. In the case of Certificate mis-issuance, the incident must be 1) escalated to the policy authority team and to service management and 2) a Certificate mis-issuance report must be publicly post within one business day;
- (viii) If Certificate revocation is required, perform revocation in accordance with the requirements of § 4.9.1.1;
- (ix) Update Certificate mis-issuance report within 5 days from receipt of CPR; and
- (x) Complete the CPR investigation report when the incident is closed and provide to the Subscriber and the party that provided the CPR.

#### PSD2 Certificates

Additional provisions concerning revocation of PSD2 Certificates are addressed in § 4.9.17.

#### 4.9.4 Revocation Request Grace Period

In the case of Private Key Compromise, or suspected Private Key Compromise, a Subscriber shall request revocation of the corresponding Certificate immediately upon detection of the Compromise or suspected Compromise. Revocation requests for other required reasons shall be made as soon as reasonably practicable.

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

Within 24 hours after receiving a CPR, the CA will investigate the facts and circumstances related to the CPR and provide a preliminary report to both the Subscriber and the entity who filed the CPR.

After reviewing the facts and circumstances, the CA will work with the Subscriber and any entity reporting the CPR or other revocation-related notice to establish whether or not the Certificate will be revoked, and if so, a date which the CA will revoke the Certificate. The period from receipt of the CPR or revocation-related

notice to published revocation will not exceed the timeframe set forth in §4.9.1.1. The date selected by the CA will consider the following criteria:

- (i) The nature of the alleged problem (scope, context, severity, magnitude, risk of harm);
- (ii) The consequences of revocation (direct and collateral impacts to Subscribers and Relying Parties);
- (iii) The number of CPRs received about a particular Certificate or Subscriber;
- (iv) The entity making the complaint (for example, a complaint from a law enforcement official that a Web site is engaged in illegal activities should carry more weight than a complaint from a consumer alleging that they didn't receive the goods they ordered); and
- (v) Relevant legislation.

The maximum time between the confirmation of the revocation of a certificate to become effective and the actual change of the status information of the certificate in Entrust's revocation services shall be at most 60 minutes. Entrust synchronizes its system time at least every 24 hours using a real time value distributed by a recognized UTC(k) laboratory or National Measurement Institute.

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

A Relying Party shall check whether the Certificate that the Relying Party wishes to rely on has been revoked. A Relying Party shall check the Certificate Revocation Lists maintained in the appropriate Repository or perform an on-line revocation status check using OCSP to determine whether the Certificate that the Relying Party wishes to rely on has been revoked. In no event shall the Entrust Group be liable for any damages whatsoever due to (i) the failure of a Relying Party to check for revocation or expiration of a Certificate, or (ii) any reliance by a Relying Party on a Certificate that has been revoked or that has expired.

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

The CA that issued the Certificate signs and issues CRLs as follows:

- (i) CRLs for Certificates issued to Subordinate CAs are issued at least once every twelve months or within 24 hours after revoking a Subordinate CA Certificate. The CRL validity interval is not more than twelve months from the last update.
- (ii) CRLs for Certificates shall be issued within 60 minutes of revocation of a certificate, and at least once every 24 hours. The nextUpdate is no greater than 24 hours from the last update. The CRL validity interval is not more than ten days.
- (iii) In the event of a Subordinate CA termination, the last CRL will be issued on the same schedule and with nextUpdate the same as previous CRLs. The Subordinate CA Certificate will be revoked, as such all unexpired CRLs will no longer be trusted.
- (iv) Revocation status information for a Certificate shall be made available beyond the validity period of the certificate. For revoked Certificates which have expired, but have not been removed from the CRL, the CRL will include the X.509 "ExpiredCertsOnCRL" extension.
- (v) CRLs and OCSP services will be consistent over time taking into account different delays in updating the status information for both methods. The revocation status information shall be publicly and internationally available.

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

No stipulation.

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

On-line revocation/status checking of Certificates is available on a continuous basis by CRL or On-line Certificate Status Protocol (OCSP).

OCSP responses are signed by the CA or an OCSP responder whose Certificate is signed by the CA that issued the Certificate whose revocation status is being checked. The OCSP signing Certificate contains an extension of type id-pkix-ocsp-nocheck, as defined by RFC6960.

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

The CAs support an OCSP capability using the GET method as described in RFC6960 for Certificates issued in accordance with this CPS.

The CAs sign and make available OCSP as follows:

- (i) OCSP responses for Certificates issued to Subordinate CAs are issued at least once every twelve months or within 24 hours after revoking a Subordinate CA Certificate. OCSP responses have a validity interval not more than 367 days.
- (ii) OCSP responses for precertificates [RFC 6962] and Subscriber Certificates shall be issued within 60 minutes of revocation of a certificate, and at least once every 24 hours. OCSP responses will have a validity interval that is greater than 8 hours and not more than 10 days.

Note, the validity interval of an OCSP response is the difference in time between the thisUpdate and nextUpdate field, inclusive. For purposes of computing differences, a difference of 3,600 seconds shall be equal to one hour, and a difference of 86,400 seconds shall be equal to one day, ignoring leap-seconds.

A certificate serial number within an OCSP request is either “assigned” with a Certificate or “reserved” with a precertificate. If not “assigned” or “reserved”, then the serial number is “unused”. If the OCSP responder receives a request for status of a Certificate serial number that is “unused”, then the responder will not respond with a “good” status.

The on-line locations of the CRL and the OCSP response are included in the Certificate to support software applications that perform automatic Certificate status checking. A Relying Party can also be check Certificate revocation status directly with the Repository at <https://www.entrust.net/CPS>.

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

No stipulation.

#### **4.9.12 Special Requirements Re Key Compromise**

If a Subscriber suspects or knows that the Private Key corresponding to the Public Key contained in the Subscriber’s Certificate has been Compromised, the Subscriber shall immediately notify the RA that processed the Subscriber’s Certificate Application, using the procedures set forth in §3.4, of such suspected or actual Compromise. The Subscriber shall immediately stop using such Certificate and shall remove such Certificate from any devices and/or software in which such Certificate has been installed. The Subscriber shall be responsible for investigating the circumstances of such Compromise or suspected Compromise and for notifying any Relying Parties that may have been affected by such Compromise or suspected Compromise.

Subscribers, Relying Parties, ASVs, Anti-Malware Organizations and other third parties may advise Entrust of a Private Key Compromise using one of the following demonstration methods:

- (i) Submission of a signed CSR with a common name of “Proof of Key Compromise for Entrust”, or
- (ii) Submission of a Private Key.

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

The Repository will not include entries that indicate that a Certificate has been suspended.

#### **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.

#### 4.9.17 Additional Provisions for PSD2 Certificates

The following additional provisions concerning revocation shall apply to PSD2 Certificates:

Certificate revocation requests by NCAs may be submitted by email to [nca@entrust.com](mailto:nca@entrust.com). Entrust will check the authenticity of all certificate revocation requests submitted by NCAs using either of the following methods of authentication of the NCA's revocation request as selected by the NCA:

- a shared secret if it was provided by Entrust to the NCA for revocation purposes, or
- a digital signature supported by a certificate issued to the NCA by Entrust compliant with a qualified certificate policy.

If Entrust is notified of an email address where it can contact the respective NCA then Entrust will inform the NCA, using this email address, how the NCA can authenticate itself in revocation requests.

Entrust shall allow the NCA, as the owner of the PSD2 specific information, to request certificate revocation by the following procedure. The NCA may specify a reason, which can be descriptive rather than in a standard form, for the revocation. Entrust shall process such requests, and shall validate their authenticity. If it is not clearly indicated or implied why the revocation is requested or the reason is not in the area of responsibility of the NCA then the Entrust may decide to not take action. Based on an authentic request from an NCA, the Entrust shall revoke the certificate in a timely manner, and in any event within 24 hours after the receipt of the acceptable revocation request, if any of the following conditions holds (in addition to any general requirements of §4.9):

- the authorization of the Subscriber has been revoked, or
- any PSP role included in the certificate has been revoked.

If the NCA as the owner of the PSD2 specific information notifies Entrust that information has changed which can affect the validity of the certificate, but without a properly authenticated request with an acceptable reason for why the certificate should be revoked, Entrust shall investigate this notification regardless of its content and format, and shall revoke the affected certificate(s) if necessary. This notification need not be processed within 24 hours.

NCAs may send notifications about changes of relevant PSD2 regulatory information of the PSP which can affect the validity of the certificate to the following email address: [nca@entrust.com](mailto:nca@entrust.com). The content and format of these notifications may be agreed between the NCA and Entrust. However, Entrust shall investigate this notification regardless of its format. If Entrust is notified of an email address where it can inform the NCA identified in a revoked certificate then Entrust shall send to that email address information about the certificate revocation.

#### 4.10 Certificate Status Services

##### 4.10.1 Operational Characteristics

Revocation entries on a CRL or OCSP response are not removed until after the expiration of the issuing CA.

##### 4.10.2 Service Availability

The CA operates and maintains its CRL and OCSP capability with resources sufficient to provide a response time of ten seconds or less under normal operating conditions.

The CA maintains an online 24x7 Repository that application software can use to automatically check the current status of all unexpired Certificates issued by the CA.

The CA maintains a continuous 24x7 ability to respond internally to a high-priority CPR. Where appropriate, the CA forwards such a complaint to law enforcement authorities, and/or revokes a Certificate that is the subject of such a complaint.

**4.10.3 Optional Features**

No stipulation.

**4.11 End of Subscription**

No stipulation.

**4.12 Key Escrow and Recovery**

**4.12.1 Key Escrow and Recovery Policy Practices**

No stipulation.

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

No stipulation.

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

The CA/Browser Forum's Network and Certificate System Security Requirements are incorporated by reference as if fully set forth herein. Entrust retains overall responsibility for conformance with the procedures prescribed in its information security policy even as to those policies whose functionality is undertaken by outsourcers.

### **5.1 Physical Security Controls**

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

The computing facilities that host the CA services are located in Ottawa, Canada. The CA equipment is located in a security zone that is physically separated from Entrust's other systems to restrict access to personnel in trusted roles. The security zone is constructed with privacy and secured with slab-to-slab and wire mesh. The security zone is protected by electronic control access systems, alarmed doors and is monitored via a 24 x7 recorded security camera and motion detector system.

#### **5.1.2 Physical Access**

The room containing the CA software is designated a two (2) person zone, and controls are used to prevent a person from being in the room alone. Alarm systems are used to notify security personnel of any violation of the rules for access to a CA.

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

The Security zone is equipped with:

- Filtered, conditioned, power connected to an appropriately sized UPS and generator;
- Heating, ventilation, and air conditioning appropriate for a commercial data processing facility; and
- Emergency lighting.

The environmental controls conform to local standards and are appropriately secured to prevent unauthorized access and/or tampering with the equipment. Temperature control alarms and alerts are activated upon detection of threatening temperature conditions.

#### **5.1.4 Water Exposures**

No liquid, gas, exhaust, etc. pipes traverse the controlled space other than those directly required for the area's HVAC system and for the pre-action fire suppression system. Water pipes for the pre-action fire suppression system are only filled on the activation of multiple fire alarms.

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

The CA facility is fully wired for fire detection, alarm and suppression. Routine, frequent inspections of all systems are made to assure adequate operation.

#### **5.1.6 Media Storage**

All media is stored away from sources of heat and from obvious sources of water or other obvious hazards. Electromagnetic media (e.g. tapes) are stored away from obvious sources of strong magnetic fields. Archived material is stored in a room separate from the CA equipment until it is transferred to the archive storage facility.

Entrust employs media management procedures to protect against obsolescence and deterioration of media within the period of time that records are required to be retained.

#### **5.1.7 Waste Disposal**

Waste is removed or destroyed in accordance with industry best practice. Media used to store sensitive data is destroyed, such that the information is unrecoverable, prior to disposal.



### 5.1.8 Off-site Backup

As stipulated in §5.5.

## 5.2 Procedural Controls

### 5.2.1 Trusted Roles

The CAs have a number of Trusted Roles for sensitive operations of the CA software.

### 5.2.2 Number of Persons Required per Task

CA operations related to changing CA policy settings require more than one person with a Trusted Role to perform the operation.

The CA Private Keys are backed up, stored, and recovered only by personnel in Trusted Roles using dual control in a physically secured environment.

### 5.2.3 Identification and Authentication for Each Role

Personnel in Trusted Roles must undergo background investigations and must be trained for their specific role.

### 5.2.4 Roles Requiring Separation of Duties

Roles requiring a separation of duties include those performing:

- (i) Authorization functions such as the verification of information in Certificate applications and approvals of Certificate applications and revocation requests,
- (ii) Certificate revocation,
- (iii) Backups, recording, and record keeping functions;
- (iv) Audit, review, oversight, or reconciliation functions; and
- (v) Duties related to CA key management or administration

## 5.3 Personnel Controls

Operational personnel for a CA will not be assigned other responsibilities that conflict with their operational responsibilities for the CA. The privileges assigned to operational personnel for a CA will be limited to the minimum required to carry out their assigned duties.

### 5.3.1 Qualifications, Experience and Clearance Requirements

Prior to the engagement of any person in the Certificate management process, the CA or RA shall verify the identity and trustworthiness of such person.

### 5.3.2 Background Check Procedures

No stipulation.

### 5.3.3 Training Requirements

Personnel in Trusted Roles and Validation Specialists are provided skills-training which is based on industry requirements including the Baseline Requirements and EV SSL Guidelines.

Validation Specialists perform information verification duties and receive skills-training that covers basic PKI knowledge, authentication and vetting policies and procedures (including this CPS), and common threats to the information verification process (including phishing and other social engineering tactics).

Validation Specialists receive skills-training prior to commencing their job role and are required them to pass an examination on the applicable information verification requirements. The CA maintains records of such training and ensures that personnel entrusted with Validation Specialist duties maintain an appropriate skill level.

#### 5.3.4 Retraining Frequency and Requirements

CAs and RAs provide refresher training and informational updates sufficient to ensure that all personnel in Trusted Roles retain the requisite degree of expertise.

#### 5.3.5 Job Rotation Frequency and Sequence

No stipulation.

#### 5.3.6 Sanctions for Unauthorized Actions

No stipulation.

#### 5.3.7 Independent Contractor Requirements

Third Party RAs personnel involved in the issuance of a Certificate shall meet the training and skills requirements of §5.3.3 and the document retention and event logging requirements of §5.4.1.

#### 5.3.8 Documentation Supplied to Personnel

Entrust personnel are provided with information security policies which have been developed in accordance with the ISO 27001 framework. The information security policies are reviewed for update on an annual basis.

### 5.4 Audit Logging Procedures

Significant security events in the CAs and all Ras operating under a CA are automatically time-stamped and recorded as audit logs in audit trail files. The audit trail files are processed (reviewed for policy violations or other significant events) on a regular basis. Audit trail files are archived periodically. All files including the latest audit trail file are moved to backup media and stored in a secure archive facility.

Entrust synchronizes its system time at least every 24 hours using a real time value distributed by a recognized UTC(k) laboratory or National Measurement Institute.

#### 5.4.1 Types of Events Recorded

The CAs and all Ras operating under a CA record in detail every action taken to process an Certificate request and to issue an Certificate, including all information generated or received in connection with a Certificate request, and every action taken to process the Request, including time, date, and personnel involved in the action.

The foregoing record requirements include, but are not limited to, an obligation to record the following events:

- (i) CA Certificate key lifecycle events, including:
  - a. Key generation, backup, storage, recovery, archival, and destruction;
  - b. Certificate requests, renewal and re-key requests, and revocation;
  - c. Approval and rejection of Certificate requests;
  - d. Cryptographic device lifecycle management events ;
  - e. Generation of CRLs and OCSP entries; and
  - f. Introduction of new Certificate Profiles and retirement of existing Certificate Profiles.
- (ii) Subscriber Certificate lifecycle management events, including:
  - g. Certificate requests, renewal and re-key requests, and revocation;
  - h. All verification activities required by this CPS;
  - i. Approval and rejection of Certificate requests;
  - j. Issuance of Certificates; and
  - k. Generation of CRLs and OCSP entries.
- (iii) Security events, including:
  - l. Successful and unsuccessful PKI system access attempts;
  - m. PKI and security system actions performed;
  - n. Security profile changes;
  - o. System crashes, hardware failures, and other anomalies;

- p. Firewall and router activities; and
- q. Entries to and exits from the CA facility.
- r. All evidences of incomplete video identification processes that have not been completed due to suspected fraud.

Log entries include the following elements:

- s. Date and time of record;
- t. Identity of the person making the journal record; and
- u. Description of record.

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

No stipulation

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

The CA will retain for at least two years:

- (i) CA Certificate and key lifecycle management event records, as set forth in §5.4.1(i), after either: the destruction of the CA key, or the revocation or expiration of the CA Certificate, whichever occurs later;
- (ii) Subscriber Certificate lifecycle management event records, as set forth in §5.4.1(ii), after the revocation or expiration of the Subscriber Certificate; and
- (iii) Any security event records, as set forth in §5.4.1(iii), after the event occurred.

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

Only trusted roles have access to read or archive the logs. Audit logs are protected from destruction prior to the end of the audit log retention period and are retained securely on-site until transferred to an off-site storage location. The off-site storage location is a safe and secure location that is separate from the location where the data was generated.

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

No stipulation.

#### **5.4.6 Audit Collection System**

No stipulation.

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

No stipulation.

#### **5.4.8 Vulnerability Assessments**

CAs annually perform a risk assessment that:

- (i) Identifies foreseeable internal and external threats that could result in unauthorized access, disclosure, misuse, alteration, or destruction of any Certificate data or Certificate management processes;
- (ii) Assesses the likelihood and potential damage of these threats, taking into consideration the sensitivity of the Certificate data and Certificate management processes; and
- (iii) Assesses the sufficiency of the policies, procedures, information systems, technology, and other arrangements that the CA has in place to counter such threats.

Based on the risk assessment, a security plan is developed, implemented, and maintained consisting of security procedures, measures, and products designed to achieve the objectives set forth above and to manage and control the risks identified during the risk assessment. The security plan includes administrative, organizational, technical, and physical safeguards appropriate to the sensitivity of the Certificate data and Certificate management processes. The security plan also takes into account then-available technology and the cost of implementing the specific measures, and implements a reasonable level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected.

CAs will perform a vulnerability scan if:

- (iv) Receiving a request from the CA/Browser Forum;
- (v) After any system or network changes which the CA determines are significant;
- (vi) Receiving a request from the eIDAS Supervisory Body; and
- (vii) At least every three months on public and private IP addresses identified by the CA as the CA's Certificate Systems.

## **5.5 Records Archival**

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

The audit trail files, databases and revocation information for the CAs and all Ras operating under a CA are archived.

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

The CAs and all RAs operating under a CA will retain all documentation relating to certificate requests and the verification thereof, and all Certificates and revocation thereof, for at least 15 years after any Certificate based on that documentation ceases to be valid. In the case of event contemplated in §5.4.1 (r), the documentation will be kept for a period of 5 years from the execution of the identification process, specifying the reason why they were not completed, in accordance with the policy established for this purpose.

### **5.5.3 Protection of Archive**

The databases for CAs and all RAs operating under a CA are protected by encryption. The archive media is protected through storage in a restricted-access facility to which only Entrust-authorized personnel have access. Archive files are backed up as they are created. Originals are stored on-site and housed with a CA system. Backup files are stored at a secure and separate geographic location.

### **5.5.4 Archive Backup Procedures**

No stipulation.

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

No stipulation.

### **5.5.6 Archive Collection System**

No stipulation.

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

No stipulation.

## **5.6 Key Changeover**

CAs' Key Pairs will be retired from service at the end of their respective lifetimes as defined in §6.3. New CA Key Pairs will be created as required to support the continuation of CA Services. Each CA will continue to publish CRLs signed with the original Key Pair until all Certificates issued using that original Key Pair have expired. The CA key changeover process will be performed such that it causes minimal disruption to Subscribers and Relying Parties.

Specifically, before expiration of any Certificate which is used for signing subject keys (for example as indicated by expiration of any Certificate), in case of continuing with the service:

- (i) Entrust generates a new Certificate for signing subject Key Pairs, and applies all necessary actions to avoid disruption to the operations of any entity that may rely on the Certificate;
- (ii) the new CA Certificate is also generated and distributed in accordance with the present document.

Subsections (i) and (ii) will be performed with a suitable interval between Certificate expiry date and the last Certificate signed to allow all parties that have relationships with Entrust (subjects, subscribers, relying parties, CAs higher in the CA hierarchy, etc.) to be aware of this key changeover and to implement the required operations to avoid inconveniences and malfunctions. The minimum changeover period will be two years before the Certificate expiry date. This does not apply if Entrust ceases its operations before its own Certificate-signing Certificate expiration date.

## **5.7 Compromise and Disaster Recovery**

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

#### **5.7.1.1 Disaster Recovery and Business Continuity Plan**

CAs have a security incident response plan, a disaster recovery plan, and a business continuity plan to provide for timely recovery of services in the event of a security incident, breach of security, loss of system integrity, or system outage. They address the following:

- (i) the conditions for activating the plans;
- (ii) resumption procedures;
- (iii) a maintenance schedule for the plan;
- (iv) awareness and education requirements;
- (v) the responsibilities of the individuals;
- (vi) recovery point objective (RPO) of fifteen minutes;
- (vii) recovery time objective (RTO) of 72 hours for essential CA operations which include Certificate revocation, and issuance of Certificate revocation status; and
- (viii) testing of recovery plans.

In order to mitigate the event of a disaster, the CAs have implemented the following:

- (ix) secure on-site and off-site storage of backup HSMs containing copies of all CA Private Keys
- (x) secure on-site and off-site storage of all requisite activation materials
- (xi) regular synchronization of critical data to the disaster recovery site
- (xii) regular incremental and daily backups of critical data within the primary site
- (xiii) environmental controls as described in §5.1
- (xiv) high availability architecture for critical systems

Entrust has implemented a secure disaster recovery facility that is greater than 250 km from the primary secure CA facilities.

#### **5.7.1.2 Security Incident**

In the event of any breach of security, loss of system integrity, or system outage that has a significant impact on the service provided or on the personal data maintained therein, affecting Subscribers, ASVs, Relying Parties, other entities with which Entrust has agreements or other form of established relations, supervisory bodies and where applicable, national body for information security or the data protection authority, Entrust shall inform them within 24 hours of the problem being identified by sending email messages, posting messages on its website describing the nature of the problem, or using communication mechanisms previously established by the competent authorities.

If appropriate, Entrust will notify all parties that certificates and revocation status information issued using this CA key may no longer be valid include a recommendation that Subscribers replace all certificates affected by the problem, that all ASVs, other entities with which Entrust has agreements or other form of established relations, and that Relying Parties cease to rely on all certificates affected by the problem. These communications will be made by the Computer Security Incident Response Team established by Entrust's Security Incident Response Plan and according to the procedures established in such Plan, together with assistance from such other Entrust staff as may be required by the Computer Security Incident Response

Team to send such notifications. Following any disaster, any security incident, breach of security, loss of system integrity, or system outage, Entrust shall, where practical, take steps to avoid repetition of the problem. Entrust shall revoke any CA certificate that has been issued for the compromised CA when Entrust is informed of the compromise of another CA (e.g., for cross-certificates).

Upon system failure, service or other factors which are not under the control of Entrust, we shall apply our commercially reasonable endeavors to ensure that the service is not unavailable for longer than a maximum period of 72 hours.

Entrust has policies and procedures that will be employed in the event of such a Compromise. At a minimum, all Subscribers, ASVs, and Relying Parties shall be informed as soon as practicable of such a Compromise and information shall be posted in the Repository. To inform these parties in the event of key compromise, Entrust will send one or more email messages to Subscribers and ASVs based on records of current email addresses and will post one or more messages to Relying Parties on its website describing the nature of the key compromise, stating that certificates and revocation status information issued using this CA key may no longer be valid, and recommending that Subscribers replace all certificates issued from the CA that was subject to key compromise and that all ASVs and Relying Parties cease to rely on all certificates issued from the CA that was subject to key compromise.

Security changes that could affect Subscribers, ASVs, Relying Parties, assessment bodies, and supervisory/regulatory bodies) will be notified by publication on the <https://www.entrust.net/CPS> website. Restricted information security only will be delivered to assessment bodies in the event that an NDA document has previously been signed and using encrypted channels/tools that ensures the confidentiality of the information. For distributing restricted information security to supervisory/regulatory bodies, the procedures designated by the specific body for the specific reason will be used for the distribution.

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

No stipulation.

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

No stipulation.

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

No stipulation.

### **5.8 CA or RA Termination**

In the event of CA termination, Entrust will:

- (i) Provide notice and information about the CA termination by sending notice to Subscribers with unrevoked unexpired Certificates, Application Software Vendors and Relying Parties and by posting such information in the Repository and sending informational emails; and
- (ii) Transfer all responsibilities to a qualified successor entity.

If a qualified successor entity does not exist, Entrust will:

- (iii) Transfer those functions capable of being transferred to a reliable third party and arrange to preserve all relevant records with a reliable third party or a government, regulatory, or legal body with appropriate authority;
- (iv) Revoke all Certificates that are still unrevoked or unexpired on a date as specified in the notice and publish final CRLs;
- (v) Destroy all CA Private Keys; and
- (vi) Make other necessary arrangements that are in accordance with this CPS.

## 6. Technical Security Controls

### 6.1 Key Pair Generation and Installation

#### 6.1.1 Key Pair Generation

##### 6.1.1.1 CA Key Pair Generation

The CAs will perform the following when generating a CA Key Pair:

- (i) Prepare and follow a Key Pair generation script;
- (ii) Have a qualified auditor witness the CA Key Pair generation process;
- (iii) Have a qualified auditor issue a report opining that the CA followed its CA Key Pair generation ceremony during its key generation process and the controls to ensure the integrity and confidentiality of the CA Key Pair;
- (iv) Generate the CA Key Pair in a physically secured environment;
- (v) Generate the CA Key Pair using personnel in Trusted Roles under the principles of multiple person control and split knowledge;
- (vi) Generate the CA Key Pair within cryptographic modules meeting the applicable requirements of §6.2.11;
- (vii) Log its CA Key Pair generation activities; and
- (viii) Maintain effective controls to provide reasonable assurance that the Private Keys was generated and protected in conformance with the procedures described in this CPS and (if applicable) its CA Key Pair generation script.

##### 6.1.1.2 RA Key Pair Generation

No stipulation.

##### 6.1.1.3 Subscriber Key Pair Generation

The Applicant or Subscriber is required to generate or initiate a new, secure, and cryptographically sound Key Pair to be used in association with the Subscriber's Certificate or Applicant's Certificate Application.

The CA will reject a Certificate request if one or more of the following conditions are met:

- (i) The Key Pair does not meet the requirements set forth in §6.1.5 and/or §6.1.6;
- (ii) There is clear evidence that the specific method used to have generate the Private Key was flawed;
- (iii) The CA is aware of a demonstrated or proven method that exposes the Private Key to compromise;
- (iv) The CA has previously been made aware that the Private Key has suffered a Key Compromise, such as through the provisions of §4.9.1.1;
- (v) The CA is aware of a demonstrated or proven method to easily compute the Private Key based on the Public Key (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>).

##### eIDAS QWAC and PSD2 QWAC

The CA will not generate a Key Pair on behalf of a Subscriber, and will not accept a Certificate request using a Key Pair previously generated by the CA.

##### PSD2 QSealC

The CA will not generate a Key Pair on behalf of a Subscriber.

##### eIDAS QSealC

Subscriber Key Pairs must be generated in a manner that ensures that the Private Key is not known to or accessible by anybody other than the Subscriber or a Subscriber's authorized representative. The CA will generate the Subscriber Key Pairs in a secure cryptographic module that meets or exceed the requirements as defined in §6.2.11.

### eIDAS QSigC

Subscriber Key Pairs must be generated in a manner that ensures that the Private Key is not known to or accessible by anybody other than the Subscriber or a Subscriber's authorized representative. The CA will generate the Subscriber Key Pairs in a QSCD in accordance with Regulation (EU) No 910/2014, that meets or exceed the requirements as defined in §6.2.11.

The status of the QSCD must be monitored. If there is modification to the QSCD status, such as a loss of the QSCD certification, then:

- (i) Access and activation of Subscriber Private Keys on the affected QSCD will be prevented, and
- (ii) Unexpired Qualified Certificates with Private Keys on the affected QSCD will be revoked.

### eIDAS QTSC

eIDAS QTSC Key Pairs must be in a secure cryptographic module that meets or exceed the requirements as defined in §6.2.11

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

If the CA generates the Subscriber's Key Pair, the CA will have a secure process to generate the Key Pair on a secure cryptographic device or QSCD. The CA will securely store and/or distribute the secure cryptographic device or QSCD.

#### Managed and Hosted Cryptographic Module

In the case a CA managed and hosted cryptographic device or QSCD is used, the Private Key will be generated, stored and managed on a cryptographic module which meets the requirements as defined in §6.2.11. The CA enforces multi-factor or secure server-to-server authentication to allow the Subscriber to enroll to generate the Key Pair or to use the Private Key for signing. The Private Key is not delivered to the Subscriber.

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

The Public Key to be included in a Certificate is delivered to the CA in a signed Certificate Signing Request (CSR) as part of the Certificate Application process. The signature on the CSR will be verified by the CA prior to issuing the Certificate.

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

The Public-Key Certificate for CAs are made available to Subscribers and Relying parties through inclusion in third party software as distributed by the applicable software manufacturers. The Public Key Certificate for cross certified Subordinate CAs is provided to the Subscriber with the Subscriber certificate.

Public Key Certificates for CAs are also available for download from the Repository.

#### **6.1.5 Key Sizes**

For RSA Key Pairs the CA will ensure that the modulus size, when encoded, is at least 2048 bits, and that the modulus size, in bits, is evenly divisible by 8.

#### CA Key Size

The CA key size is 2048 or 4096-bits RSA.

#### eIDAS QWAC and PSD2 QWAC

The RSA key sizes supported are 2048, 3072 and 4096-bits.

#### PSD2 QSealC

The RSA key sizes supported are 2048, 3072 and 4096-bits.

#### eIDAS QSealC

The RSA key sizes supported are 2048 and 4096-bits.



eIDAS QSigC

The RSA key sizes supported is 2048-bits.

eIDAS QTSC

The RSA key sizes supported are 4096-bits.

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

For RSA Public Keys, CAs confirm that the value of the public exponent is an odd number equal to 3 or more. Additionally, the public exponent will be in the range between  $2^{16}+1$  and  $2^{256}-1$ . The modulus will also have the following characteristics: an odd number, not the power of a prime, and have no factors smaller than 752.

Should any of the algorithms, or associated parameters, used by the CA or its Subscribers become insufficient for its remaining intended usage then the CA shall inform all Subscribers and Relying Parties with whom the CA has agreement or other form of established relations. The CA will also post this information to make available to other relying parties. Should any of the algorithms, or associated parameters, used by the CA or its Subscribers become insufficient for its remaining intended usage then the CA shall schedule a revocation of any affected certificate.

Managed and Hosted Cryptographic Module

In the case where the CA has generated the Key Pair on behalf of the Subscriber, the Key Pair is generated in accordance with FIPS 186.

**6.1.7 Key Usage Purposes**

Root CA Private Keys must not be used to sign Certificates except in the following cases:

- (i) Self-signed Certificates to represent the Root CA itself;
- (ii) Certificates for Subordinate CAs and Cross Certificates;
- (iii) Certificates for infrastructure purposes (e.g. administrative role certificates, internal CA operational device certificates, and OCSP Response verification Certificates); and
- (iv) Certificates issued solely for the purpose of testing products with Certificates issued by a Root CA.

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

The CAs have implemented physical and logical safeguards to prevent unauthorized Certificate issuance. Protection of the CA Private Key outside the validated system consist of physical security, encryption, or a combination of both, implemented in a manner that prevents disclosure of the CA Private Key. The CA encrypts its Private Key with an algorithm and key-length that are capable of withstanding cryptanalytic attacks for the residual life of the encrypted key.

**6.2.1 Cryptographic Module Standards and Controls**CA Private Keys

CA Private Keys must be stored and protected on cryptographic modules that meet or exceed the requirements as defined in §6.2.11. Private Keys on cryptographic modules are held in secure facilities under two-person control. RA Private Keys must be stored and protected on cryptographic modules that meet or exceed the requirements defined in §6.2.11.

If the CA generates the Key Pair on behalf of the Subject or Subscriber, the keys will be generated in a confidential process.

eIDAS QSealC and eIDAS QTSC

Private Keys must be generated, stored and protected on a secure cryptographic device that meets or exceeds the requirements defined in §6.2.11.

### eIDAS QSigC

Private Keys must be generated, stored and protected on a QSCD that meets or exceeds the requirements as defined in §6.2.11.

#### **6.2.2 Private Key (N out of M) Multi-person Control**

A minimum of two-person control is established on any CA Private Key for all purposes including activation and backup, and may be implemented as a combination of technical and procedural controls. Persons involved in management and use of the CA Private Keys are designated as authorized by the CA for this purpose. The names of the parties used for two-person control are maintained on a controlled list.

#### **6.2.3 Private Key Escrow**

Entrust does not escrow the CAs' Private Keys.

#### **6.2.4 Private Key Backup**

##### CA Private Keys

CA Private Keys are backed up under the two-person control used to create the original version of the Private Keys. All copies of the CA Private Key are securely protected.

##### Managed and Hosted Cryptographic Module

In the case a CA managed and hosted cryptographic module is used, the encrypted Private Keys are backed up on a regular basis for disaster recovery purposes.

#### **6.2.5 Private Key Archival**

##### CA Private Keys

Upon retirement of a CA, the Private Keys will be archived securely using hardware cryptographic modules that meet the requirements §6.2.11. The Key Pairs are not used unless the CA has been removed from retirement or the keys are required temporarily to validate historical data. Private Keys required for temporary purposes may be removed from archive for a short period of time.

The archived CA Private Keys will be reviewed on an annual basis. After the minimum period of 5 years, the CA Private Keys may be destroyed according to the requirements in §6.2.10. The CA Private Keys must not be destroyed if they are still required for business or legal purposes.

Third parties will not archive CA Private Keys.

##### Managed and Hosted Cryptographic Module

In the case a CA managed and hosted cryptographic module is used, the Private Keys are not archived.

#### **6.2.6 Private Key Transfer into or from Cryptographic Module**

CA Private Keys are generated by and secured in a cryptographic module. In the event that a Private Key is to be transported from one cryptographic module to another, the Private Key must be migrated using the secure methodology supported by the cryptographic module.

If the Private Key of a Subordinate CA is communicated to an unauthorized third party, then the Subordinate CA will revoke all Certificates corresponding to Private Key.

### eIDAS QSigC and eIDAS QSealC

In the case a CA managed and hosted secure cryptographic device or QSCD is used, the Private Key will be encrypted using the AES 256 key wrapping functionality of the cryptographic module and stored in a secure database.

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

CA Private Keys are stored on a cryptographic module are secured in cryptographic module as defined in §6.2.11.

A TSA will use Time-Stamp Certificates where the Private Keys are generated and stored on a cryptographic module as defined in §6.2.11.

### **6.2.8 Method of Activating Private Key**

#### CA Private Keys

CA Private Keys are activated under two-person control using the methodology provided with the cryptographic module.

#### Subscriber Private Keys

Subscriber Private Keys should be activated by the Subscriber to meet the requirements of the security software used for their applications. Subscribers shall protect their Private Keys corresponding to the requirements in §9.6.3.

#### eIDAs QSigC and eIDAS QSealC

In the case a CA managed and hosted secure cryptographic device or QSCD is used, the Private Key activation is performed with the Subject's multi-factor authentication. The Subject shall protect access credentials to the Private Key in accordance with §9.6.3.

### **6.2.9 Method of Deactivating Private Key**

#### CA Private Keys

CA Private Keys will be deactivated when the CA is not required for active use. Deactivation of the Private Keys is done in accordance with the methodology provided with the cryptographic module.

#### Subscriber Private Keys

Subscriber Private Keys are deemed to be deactivated when the Private Key is no longer needed or all Certificates associated with the Private Key have expired or been revoked.

### **6.2.10 Method of Destroying Private Key**

#### CA Private Keys

CA Private Keys destruction will be two-person controlled and may be accomplished by executing a "zeroize" command or by destruction of the cryptographic module. Destruction of CA Private Keys must be authorized by the Policy Authority.

If the CA is removing a cryptographic module from service, then all Private Keys must be removed from the module. If the CA cryptographic module is intended to provide tamper-evident characteristics is removed from service, then the device will be destroyed.

#### eIDAS QSigC and eIDAS QSealC

The CA may destroy the Private Key when Certificate has expired or when the subscription to the service has terminated.

### **6.2.11 Cryptographic Module Rating**

#### CA Key Pairs

CA Key Pairs must be generated and protected on a cryptographic module that is compliant to at least FIPS 140-2 Level 3, FIPS 140-3 Level 3, or an appropriate Common Criteria Protection Profile or Security Target, EAL 4 (or higher), which includes requirements to protect the Private Key and other assets against known threats.

#### eIDAS QSealC

Key Pairs must be generated and protected on a secure cryptographic device that is compliant to at least FIPS 140-2 Level 2 or Common Criteria EAL 4+ certification standards.

#### eIDAS QSigC

Key Pairs must be generated and protected on a QSCD that is compliant to at least FIPS 140-2 Level 2 or Common Criteria EAL 4+ certification standards.

#### eIDAS QTSC

Key Pairs must be generated and protected on a secure cryptographic device that is compliant to at least FIPS 140-2 Level 2 or Common Criteria EAL 4+ certification standards.

### **6.3 Other Aspects of Key Pair Management**

#### **6.3.1 Public Key Archival**

No stipulation.

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

##### CA Key Pairs

CA 2048-bit RSA Key Pairs may have a validity period expiring no later than 31 December 2030.

Root CA Certificates may have a validity period of up to, but no more than 9132-days (~25-years).

##### eIDAS QWAC and PSD2 QWAC

eIDAS QWAC and PSD2 QWAC may have a validity period of up to, but no more than, 398-days.

##### eIDAS QSealC, PSD2 QSealC and eIDAS QSigC

eIDAS QSealC, PSD2 QSealC and eIDAS QSigC may have a validity period of up to, but no more than, 39 months.

##### eIDAS QSigC Short Term Certificate

eIDAS QSigC Short Term Certificate may have a validity period of up to, but no more than, 24 hours.

##### eIDAS QTSC

eIDAS QTSC may have a validity period of up to, but no more than, 5 years. Private Key usage period is no greater than 15 months; after which the Private Key will be replaced, then destroyed.

### **6.4 Activation Data**

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

No stipulation.

#### **6.4.2 Activation Data Protection**

No stipulation.

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

No stipulation.

### **6.5 Computer Security Controls**

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

The workstations on which the CAs operate are physically secured as described in §5.1. The operating systems on the workstations on which the CAs operate enforce identification and authentication of users. Access to CA software databases and audit trails is restricted as described in this CPS. All operational personnel that are authorized to have access to the CAs are required to use hardware tokens in conjunction with a PIN to gain access to the physical room that contains the CA software being used for such CAs.

The CA enforces multi-factor authentication for all RA and Enterprise RA accounts capable of directly causing Subscriber Certificate issuance.

For Subscriber accounts, the CA has implemented technical controls to restrict Certificate issuance to a limited set of pre-approved domains.

### **6.5.2 Computer Security Rating**

No stipulation.

## **6.6 Life Cycle Security Controls**

### **6.6.1 System Development Controls**

The CA makes use of Commercial Off The Shelf (COTS) products for the hardware, software, and network components. Systems developed by the CA are deployed in accordance with Entrust software lifecycle development standards.

### **6.6.2 Security Management Controls**

The configuration of the CA system as well as any modifications and upgrades are documented and controlled. Methods of detecting unauthorized modifications to the CA equipment and configuration are in place to ensure the integrity of the security software, firmware, and hardware for correct operation. A formal configuration management methodology is used for installation and ongoing maintenance of Entrust's trusted services and CA systems. Quarterly reviews are performed to confirm compliance to security policies.

When first loaded, the CA software is verified as being that supplied from the vendor, with no modifications, and be the version intended for use.

### **6.6.3 Life Cycle Security Controls**

In the case a CA managed and hosted cryptographic module is used, the Subject of the Certificate controls the life cycle of the Key Pair. The Subject may destroy the Private Key in accordance with §6.2.10.

## **6.7 Network Security Controls Security Controls**

The CA has implemented security controls to comply with the CA/Browser Forum's Network and Certificate System Security Requirements.

## **6.8 Time-stamping**

Entrust provides a Qualified Time-stamp Authority, which is operated in accordance with the EEU eIDAS Qualified Time-stamp Authority Practice Statement.

## 7. Certificate, CRL and OCSP Profiles

### 7.1 Certificate Profile

CAs issue Certificates in accordance with the X.509 version 3. Certificate profiles for Root CA Certificate, Subordinate CA Certificates, and Subscriber Certificates are described in the Certificate Policies and the sections below.

Certificates have a serial number greater than zero (0) that contains at least 64 unpredictable bits.

Subscriber Certificates are issued from dedicated Subordinate CAs based on the policy identifiers listed in §7.1.6.4.

#### 7.1.1 Version Number

All Certificates issued by the CAs are X.509 version 3 certificates.

#### 7.1.2 Certificate Extensions

All eIDAS QWAC and PSD2 QWAC are issued in accordance with profiles specified in the Baseline Requirements and EV SSL Guidelines.

CAs will not include extensions or values unless the CA is aware of a reason for including the data in the Certificate.

##### 7.1.2.1 Root CA Certificate

Certificate extensions are as set as stipulated in IETF RFC 5280 and in accordance with the certificate profile indicated in the Certificate Policy.

If the Root CA will sign OCSP responses, then the digitalSignature key usage will be set in the Root CA Certificate.

##### 7.1.2.2 Subordinate CA Certificate

Certificate extensions are as set as stipulated in IETF RFC 5280 and in accordance with the certificate profile indicated in the Certificate Policy.

If the Subordinate CA will sign OCSP responses, then the digitalSignature key usage will be set in the Subordinate CA Certificate.

The extension requirements for extended key usage are:

- (i) Must contain an EKU extension,
- (ii) Must not include the anyExtendedKeyUsage EKU,
- (iii) Must not include either id-kp-serverAuth, id-kp-emailProtection, id-kp-codeSigning or id-kp-timeStamping EKUs in the same certificate, and
- (iv) Must not include additional key usage purposes unless the CA is aware of a reason for including the key usage purpose in the Certificate.

#### eIDAS QWAC and PSD2 QWAC

Cross-certificates will only be issued to a CA which meets the Baseline Requirements. The Cross-certificate subject name will be byte-for-byte identical to the encoded subject name of the existing CA Certificate.

##### 7.1.2.3 Subscriber Certificate

Certificate extensions are as set as stipulated in IETF RFC 5280 and in accordance with the certificate profile indicated in the Certificate Policy.

Subscriber Certificates contain the HTTP URL of the CA's OCSP response in the accessMethod extension.

### Qualified Certificates

Qualified Certificates shall include qcStatements as required by ETSI EN 319 412-5.

### PSD2 Certificates

PSD2 Certificates shall include the PSD2 qcStatement as required by ETSI EN 319 495 and include the role of the payment service provider, which maybe one or more of the following:

- (i) account servicing (PSP\_AS);
- (ii) payment initiation (PSP\_PI);
- (iii) account information (PSP\_AI);
- (iv) issuing of card-based payment instruments (PSP\_IC).

### eIDAS QSigC Short Term Certificate

Short Term Certificates will include the extension as defined in EN 319 412-1 Section 5.2.3.

#### **7.1.2.4 All Certificates**

All other fields and extensions MUST be set in accordance with RFC 5280.

#### **7.1.2.5 Application of RFC 5280**

For purposes of clarification, a precertificate, as described in RFC 6962 (Certificate Transparency), shall not be considered to be a “certificate” subject to the requirements of RFC 5280.

### **7.1.3 Algorithm Object Identifiers**

#### **7.1.3.1 SubjectPublicKeyInfo**

For RSA, the CA will indicate an RSA key using the rsaEncryption (OID: 1.2.840.113549.1.1.1) algorithm identifier. The parameters must be present and must be explicit NULL.

#### **7.1.3.2 SignatureAlgorithmIdentifier**

All objects signed by a CA Private Key must conform to these requirements on the use of the AlgorithmIdentifier or AlgorithmIdentifier-derived type in the context of signatures.

For RSA, the CA must use one of the following signature algorithms and encodings.

- (i) RSASSA-PKCS1-v1\_5 with SHA-256
- (ii) RSASSA-PKCS1-v1\_5 with SHA-384
- (iii) RSASSA-PKCS1-v1\_5 with SHA-512

### **7.1.4 Name Forms**

#### **7.1.4.1 Name Encoding**

For every valid Certification Path (as defined by RFC 5280, Section 6) for all Certificate and Subordinate CA Certificate, the following must be met:

- (i) For each Certificate in the Certification Path, the encoded content of the issuer distinguished name field a Certificate shall be byte-for-byte identical with the encoded form of the Subject distinguished name field of the issuing CA certificate.
- (ii) For each CA Certificate in the Certification Path, the encoded content of the Subject distinguished name field of a Certificate shall be byte-for-byte identical among all Certificates whose Subject distinguished names can be compared as equal according to RFC 5280, Section 7.1, and including expired and revoked Certificates

#### **7.1.4.2 Subject Information – Subscriber Certificates**

Subject information must meet the requirements stated in the certificate profile indicated in the Certificate Policy.

Name forms for Subscriber Certificates are as stipulated in §3.1.1. All other optional attributes must contain information that has been verified by the CA or RA. Optional attributes will not contain only metadata such as '.', '-', and ' ' (i.e. space) characters, and/or any other indication that the value is absent, incomplete, or not applicable.

Entries in the dNSName are in the “preferred name syntax” as specified in IETF RFC 5280 and thus do not contain underscore characters.

#### eIDAS QWAC and PSD2 QWAC

CAs shall not issue a Certificate with a Domain Name containing a Reserved IP Address or Internal Name

#### **7.1.4.3 Subscriber Certificate Common Name Attribute**

Common Name will contain only one entry.

#### eIDAS QWAC and PSD2 QWAC

Common Name value will also be contained in the subjectAltName.

#### **7.1.4.4 Other Subject Attributes**

Subject information must meet the requirements stated in the certificate profile indicated in the Certificate Policy.

#### **7.1.5 Name Constraints**

CAs do not support the issuance of technically constrained Subordinate CA Certificates.

#### **7.1.6 Certificate Policy Object Identifier**

##### **7.1.6.1 Reserved Certificate Policy Identifiers**

Subscriber Certificates must include one or more of the following reserved Certificate Policy Identifiers, if the CA is asserting the Certificate meets the associated policy:

Extended Validation (EV) SSL Certificates	2.23.140.1.1
Qualified Signature Certificates	0.4.0.194112.1.0
Qualified Seal Certificates and Qualified Time-stamp Certificates	0.4.0.194112.1.1
Qualified Web Authentication Certificates	0.4.0.194112.1.4
PSD2 Qualified Web Authentication Certificates	0.4.0.19495.3.1

The CA represents that all Certificates containing a reserved certificate policy identifier indicates compliance with the associated requirements and are issued and managed in accordance with those requirements.

##### **7.1.6.2 Root CA Certificates**

Root CA Certificates do not contain the certificate policy object identifiers.

##### **7.1.6.3 Subordinate CA Certificates**

###### Subordinate CA

Subordinate CA Certificates must include either the “any policy” certificate policy object identifier or one or more explicit certificate policy object identifiers that indicates compliance with a specific certificate policy. Certificate policy object identifiers are listed in §7.1.6.4.

##### **7.1.6.4 Subscriber Certificates**

Certificates may include one or more of the following certificate policy identifiers:

Extended Validation (EV) SSL Certificates	2.16.840.1.114028.10.1.2
Document Signing Certificates (AATL)	2.16.840.1.114028.10.1.6



Qualified Seal Certificates (QCP-1)	2.16.840.1.114028.10.1.12.1
Qualified Signature Certificates (QCP-n-qscd)	2.16.840.1.114028.10.1.12.2
PSD2 Qualified Seal Certificates (QCP-1-psd2)	2.16.840.1.114028.10.1.12.5
Qualified Time-stamp Certificate (QCP-1 for time-stamp)	2.16.840.1.114028.10.1.12.7

### 7.1.7 Usage of Policy Constraints Extension

No stipulation.

### 7.1.8 Policy Qualifiers Syntax and Semantics

As stipulated in the Certificate Policy.

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

Certificate policies extension is marked Not Critical.

### 7.1.10 PreCertificate Profile

A Precertificate [RFC 6962] appears structurally identical to a Certificate, with the exception of a special critical poison extension in the extensions field, with the OID of 1.3.6.1.4.1.11129.2.4.3.

## 7.2 CRL Profile

The following fields of the X.509 version 2 CRL format are used by the CAs:

- version: set to v2
- signature: identifier of the algorithm used to sign the CRL
- issuer: the byte-for-byte equivalent of the Distinguished Name of the CA issuing the CRL
- this update: time of CRL issuance
- next update: time of next expected CRL update
- revoked Certificates: list of revoked Certificate information

### 7.2.1 Version Number

CRLs issued by the CAs are X.509 version 2.

### 7.2.2 CRL and CRL Entry Extensions

#### reasonCode (OID 2.5.29.21)

The CRLReason code extension is used for all revoked Certificates. The CRLReason indicated must not be unspecified (0) and if reasonCode unspecified (0) is used, the CA will omit the reasonCode entry in the CRL.

This extension must not be marked critical. The most appropriate reason must be selected by the Subscriber or the CA from one the following:

- keyCompromise (1), if the key to the certificate has been or is suspected to be compromised;
- cACompromise (2), if the CA has been or is suspected to be compromised;
- affiliationChanged (3), if verified information in the Certificate has changed and as such the Relying Parties should no longer trust the Certificate;
- superseded (4), if the Certificate has been reissued, rekeyed or renewed by another Certificate, the CA has evidence the validation of domain or IP address should not be relied upon or the Certificate was not issued in accordance with the requirements of §1.1 or this CPS;
- cessationOfOperation (5), if the website or device is no longer in service or the Subscriber no longer controls the Domain Name; or
- privilegeWithdrawn (9), if the CA determines the privilege of the Certificate issued the Subscriber no longer exists.

The default revocation reason is unspecified (0) which results in no reasonCode being provided in the CRL. The CA will not use reasonCode certificateHold (6). The privilegeWithdrawn (9) reasonCode is not made available to the Subscriber.

If the CA obtains evidence of Key Compromise or the Private Key has signed suspect code for a Certificate whose CRL entry does not contain a reasonCode extension or has a reasonCode extension with a non-keyCompromise (1) reason, the CA may update the CRL reasonCode to keyCompromise (1).

### **7.3 OCSF Profile**

The profile for the Online Certificate Status Protocol (OCSP) messages issued by a CA conform to the specifications contained in the IETF RFC 6960 Internet X.509 PKI Online Certificate Status Protocol (OCSP) Profile.

If an OCSP response is for a Root CA or Subordinate CA Certificate, including Cross Certificates, and that certificate has been revoked, then the revocationReason field within the RevokedInfo of the CertStatus will be present.

The CRLReason indicated contains a value permitted for CRLs, as specified in §7.2.2.

#### **7.3.1 Version Number**

No stipulation.

#### **7.3.2 OCSP Extensions**

The singleExtensions of an OCSP response do not contain the reasonCode (OID 2.5.29.21) CRL entry extension.

## 8. Compliance Audit and Other Assessment

The CA complies to the requirements stated in §1.1, which includes the Baseline Requirements, EV SSL Guidelines, and Regulation (EU) No 910/2014.

The CA complies to compliance audit requirements of this section.

The CA is licensed if applicable to each jurisdiction where it issues Certificates.

### 8.1 Frequency or Circumstances of Assessment

Root and Subordinate Private Keys and CA are audited continually from key generation until the CA is no longer trusted from CA Certificate expiry or revocation. The CAs are audited for compliance with the practices and procedures set forth in the CPS in which the CA operates. The period during which the CA issues Certificates will be divided into an unbroken sequence of audit periods. An audit period will not exceed one year in duration.

A CA implementation will no longer need to be audited, if all CA Certificates for the CA have expired or have been revoked before commencement of the audit period.

### 8.2 Identity/Qualifications of Assessor

The compliance audit of the CAs is performed by an auditor which possesses the following qualifications and skills:

- i. Independence from the subject of the audit;
- ii. Ability to conduct an audit that addresses the criteria of the audit schemes specified in §8.4;
- iii. Employs individuals who have proficiency in examining PKI technology, information security tools and techniques, information technology and security auditing, and the third-party attestation function;
- iv. Performed by a licensed conformity assessment body accredited in accordance with ISO 17065 applying the requirements specified in ETSI EN 319 403;
- v. Bound by law, government regulation, or professional code of ethics; and
- vi. Maintains professional liability/errors and omissions insurance policy limits of at least one million US dollars coverage.

### 8.3 Assessor's Relationship to Assessed Entity

The certified public accounting firm selected to perform the compliance audit for the CAs and RAs shall be independent from the entity being audited.

### 8.4 Topics Covered by Assessment

The compliance audit will test compliance of the CAs and RAs against the policies and procedures set forth, as applicable in:

- i. This CPS;
- ii. ETSI EN 319 411-2 and related standards documents;
- iii. ETSI TS 119 495 and related standards documents.

### 8.5 Actions Taken as a Result of Deficiency

Upon receipt of a compliance audit that identifies any incidents, the audited CA will report the incident to the ASVs.

### 8.6 Communication of Results

The audit report will state it covers the relevant systems and processes used in the issuance of all Certificates that assert one or more of the policy identifiers listed in §7.1.6.1.

The results of all compliance audits will be communicated to the Policy Authority and to any third party entities which are entitled by law or regulation to receive a copy of the audit results.

The results of the most recent compliance audit will be posted within three months from the end of the audit period to the Repository and, if applicable to the CCADB. In the event of a delay greater than three months, the CA will provide an explanatory letter signed by the qualified auditor.

The audit report will contain at least the following information:

- (i) name of the organization being audited;
- (ii) name and address of the organization performing the audit;
- (iii) the SHA-256 fingerprint of all Roots and Subordinate CA Certificates, including Cross Certificates, that were in-scope of the audit, where the fingerprint uses uppercase letters and does not contain colons, spaces or line feeds;
- (iv) audit criteria, with version number(s), that were used to audit each of the certificates (and associated keys);
- (v) a list of the CA policy documents, with version numbers, referenced during the audit;
- (vi) whether the audit assessed a period of time or a point in time;
- (vii) the start date and end date of the Audit Period, for those that cover a period of time;
- (viii) the point in time date, for those that are for a point in time;
- (ix) the date the report was issued, which will necessarily be after the end date or point in time date;
- (x) (for audits conducted in accordance with any of the ETSI standards) a statement to indicate if the audit was a full audit or a surveillance audit, and which portions of the criteria were applied and evaluated, e.g. DVCP, OVCP, NCP, NCP+, LCP, EVCP, EVCP+, QEVCP-w, Part 1 (General Requirements), and/or Part 2 (Requirements for Trust Service Providers);
- (xi) (for audits conducted in accordance with any of the ETSI standards) a statement to indicate that the auditor referenced the applicable CA/Browser Forum criteria, such as this document, and the version used;
- (xii) all incidents disclosed by the CA, or reported by a third party, and all findings reported by a qualified auditor, that, at any time during the audit period, occurred, were open in Bugzilla, or were reported to a store; and
- (xiii) an explicit statement indicating the audit covers the relevant systems and processes used in the issuance of all Certificates that assert policy identifiers in §7.1.6.1.

The authoritative version of the audit report must be English language, available as a PDF and text searchable for all required information.

### 8.7 Self-audits

All Subscriber Certificates are self-audited using post-issuance linting software to monitor adherence to the applicable items of this CPS, limited to the linter coverage.

#### eIDAS QWAC and PSD2 QWAC

eIDAS QWAC and PSD2 QWAC are self-audited using pre-issuance linting software to monitor adherences to this CPS, the Baseline Requirements and the EV SSL Guidelines limited to the linter coverage.

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

### **9.1 Fees**

Unless otherwise set out in a Subscriber Agreement, the fees for services provided by Entrust with respect to Certificates are set forth on the websites (including e-commerce sites) operated by Entrust. Unless otherwise set out in a Subscriber Agreement, these fees are subject to change, and any such changes shall become effective immediately after posting on such websites (including e-commerce sites). The fees for services provided by independent third-party RAs, Resellers and Co-marketers in respect to Certificates are set forth on the websites operated by such RAs, Resellers and Co-marketers. These fees are subject to change, and any such changes shall become effective immediately after posting on such websites.

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

No stipulation.

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

No stipulation.

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

No stipulation.

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

No stipulation.

#### **9.1.5 Refund Policy**

Except for a formal written Entrust refund policy, if any, neither Entrust nor any RAs operating under the CAs provide any refunds for Certificates or services provided in respect to Certificates.

## **9.2 Financial Responsibility**

Subscribers and Relying Parties shall be responsible for the financial consequences to such Subscribers, Relying Parties, and to any other persons, entities, or organizations for any transactions in which such Subscribers or Relying Parties participate and which use Certificates or any services provided in respect to Certificates.

### **9.2.1 Insurance Coverage**

Entrust maintains (a) Commercial General Liability insurance with policy limits of at least two million US dollars (US\$2,000,000.00) in coverage; and (b) Professional Liability/Errors and Omissions insurance, with policy limits of at least five million US dollars (US\$5,000,000.00) in coverage. Such insurance policies will be carried with companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide.

### **9.2.2 Other Assets**

No stipulation.

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

No stipulation.

## **9.3 Confidentiality of Business Information**

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

The following information is considered confidential information of Entrust and is protected against disclosure using a reasonable degree of care:

- Private Keys;

- Activation data used to access Private Keys or to gain access to the CA system;
- Business continuity, incident response, contingency, and disaster recovery plans;
- Other security practices used to protect the confidentiality, integrity, or availability of information;
- Information held by Entrust as private information in accordance with 9.4;
- Audit logs and archive records; and
- Transaction records, financial audit records, and external or internal audit trail records and any audit reports (with the exception of an auditor's letter confirming the effectiveness of the controls set forth in this CPS).

### **9.3.2 Information not with the Scope of Confidential Information**

Information that is included in a Certificate or a Certificate Revocation List are considered public.

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

Entrust's employees, agents, and contractors are responsible for protecting confidential information and are contractually obligated to do so. Entrust systems are configured to protect confidential information.

## **9.4 Privacy of Personal Information**

### **9.4.1 Privacy Plan**

Entrust follows the policies, statements and practices available at <https://www.entrust.com/legal-compliance/privacy> ("Privacy Plan") when handling personal information.

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

Entrust treats all personal information about an individual as personal information in accordance with the Privacy Plan.

### **9.4.3 Information not Deemed Private**

Certificates, CRLs, and OCSP and the personal or corporate information appearing in them are not considered confidential information.

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

Entrust personnel are required to protect personal information in accordance with the Data Protection Policy.

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

Unless otherwise stated in the CPS, Privacy Plan or other agreement (such as a Subscriber Agreement or Relying Party Agreement), personal information will not be used without the consent of the subject of such personal information. Notwithstanding the foregoing, personal information contained in a Certificate may be published in online public repositories and all Subscribers consent to the global transfer of any personal data contained in the Certificate.

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

Entrust, independent third-party RAs under a CA, Resellers, and Co-marketers shall have the right to release information that is considered to be personal and/ or confidential to law enforcement officials in compliance with applicable law.

Entrust, independent third-party RAs under a CA, Resellers, and Co-marketers may disclose information that is considered confidential during the course of any arbitration, litigation, or any other legal, judicial, or administrative proceeding relating to such information. Any such disclosures shall be permissible provided that Entrust, the independent third-party RA, Reseller, or Co-marketer uses commercially reasonable efforts to obtain a court-entered protective order restricting the use and disclosure of any such information to the extent reasonably required for the purposes of such arbitration, litigation, or any other legal, judicial, or administrative proceeding.

#### 9.4.7 Other Information Disclosure Circumstances

Entrust, independent third-party RAs under a CA, Resellers, and Co-marketers may disclose information provided to Entrust, such RA, Reseller or Co-marketer, by an Applicant, a Subscriber, or a Relying Party upon request of such Applicant, Subscriber, or Relying Party.

If a Certificate is revoked by a CA, the Certificate status will be provided by the CRL and OCSP response.

#### 9.5 Intellectual Property Rights

Entrust retains all right, title, and interest (including all intellectual property rights), in, to and under the CPS and all Certificates, except for any information that is supplied by an Applicant or a Subscriber and that is included in an Certificate, which information shall remain the property of the Applicant or Subscriber. Subject to availability, Entrust may in its discretion make copies of one or more Subordinate CA Certificate(s) available to Subscribers for use solely with the Certificate issued to such Subscribers. Entrust retains all right, title, and interest (including all intellectual property rights), in, to and under the Subordinate CA Certificate(s). Except as expressly set forth herein in Subscriber Agreement no right is or shall be deemed to be granted, whether by implication, estoppel, inference or otherwise.

#### 9.6 Representation and Warranties

##### 9.6.1 CA Representations and Warranties

Entrust makes the following limited warranties with respect to the operation of the CAs. A CA shall:

- (i) provide CA services in accordance with the CPS;
- (ii) upon receipt of a request from an RA operating under such CA, issue an Certificate in accordance with the practices and procedures set forth in the CPS;
- (iii) make available Certificate revocation information by issuing Certificates and by issuing and making available Certificate CRLs and OCSP responses in a Repository in accordance with the CPS;
- (iv) issue and publish Certificate CRLs and OCSP responses on a regular schedule in accordance with the CPS;
- (v) provide revocation services consistent with the procedures set forth in the CPS; and
- (vi) provide Repository services consistent with the practices and procedures set forth in the CPS.

In operating the CAs, Entrust may use one or more representatives or agents to perform its obligations under the CPS, any Subscriber Agreements, or any Relying Party Agreements, provided that Entrust shall remain responsible for its performance.

In no event does the Entrust Group make any representations, or provide any warranties, or conditions to any Applicants, Subscribers, Relying Parties, or any other persons, entities, or organizations with respect to (i) the techniques used by any party other than Entrust in the generation and storage of the Private Key corresponding to the Public Key in an Certificate, including, whether such Private Key has been Compromised or was generated using sound cryptographic techniques, (ii) the reliability of any cryptographic techniques or methods used in conducting any act, transaction, or process involving or utilizing an Certificate, or (iii) non-repudiation of any Certificate or any transaction facilitated through the use of an Certificate, since such determination is a matter of applicable law.

##### 9.6.2 RA Representations and Warranties

RAs operating under a CA shall:

- (i) receive Certificate Applications in accordance with the CPS;
- (ii) perform, log and secure verification of information submitted by Applicants when applying for Certificates, and if such verification is successful, submit a request to a CA for the issuance of a Certificate, all in accordance with the CPS;

- (iii) receive and verify requests from Subscribers for the revocation of Certificates, and if the verification of a revocation request is successful, submit a request to a CA for the revocation of such Certificate, all in accordance with the CPS;
- (iv) notify Subscribers, in accordance with the CPS, that an Certificate has been issued to them; and
- (v) notify Subscribers, in accordance with the CPS that a Certificate issued to them has been revoked or will soon expire.

Entrust may use one or more representatives or agents to perform its obligations in respect of an Entrust RA under the CPS, any Subscriber Agreements, or any Relying Party Agreements, provided that Entrust shall remain responsible for the performance of such representatives or agents under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Entrust may appoint independent third parties to act as RAs under a CA. Such independent third-party RAs shall be responsible for their performance under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Entrust shall not be responsible for the performance of such independent third-party RAs. Independent third-party RAs may use one or more representatives or agents to perform their obligations when acting as an RA under a CA. Independent third-party RAs shall remain responsible for the performance of such representatives or agents under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Entrust may appoint Resellers and Co-marketers for (i) Certificates, and (ii) services provided in respect to Certificates. Such Resellers and Co-marketers shall be responsible for their performance under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Entrust shall not be responsible for the performance of any such Resellers and Co-marketers. Resellers and Co-marketers may use one or more representatives or agents to perform their obligations under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Resellers and Co-marketers shall remain responsible for the performance of such representatives or agents under the CPS, any Subscriber Agreements, or any Relying Party Agreements. Independent third-party RAs, Resellers, and Co-marketers shall be entitled to receive all of the benefit of all (i) disclaimers of representations, warranties, and conditions, (ii) limitations of liability, (iii) representations and warranties from Applicants, Subscribers, and Relying Parties, and (iv) indemnities from Applicants, Subscribers, and Relying Parties, set forth in this CPS, any Subscriber Agreements, and any Relying Party Agreements.

### **9.6.3 Subscriber representations and Warranties**

As a condition of having any Certificate issued to or for Subscriber, each Subscriber (in this section, "Subscriber" includes "Applicant" when referring to any time prior to issuance of the Certificate) makes, on its own behalf and if applicable on behalf of its principal or agent under a subcontractor or hosting service relationship, the following representations, commitments, affirmations and warranties for the benefit of Certificate Beneficiaries, Entrust and any of Entrust's Affiliates that will issue Certificates to or for Subscriber:

#### **9.6.3.1 For all Certificates:**

- (i) If Subscriber is applying for a Certificate to be issued to or for another Person, such Person has authorized Subscriber to act on its behalf, including to request Certificates on behalf of such Person, and to make the representations, commitments, affirmations and warranties in this §9.6.3 on behalf of such Person as well as on Subscriber's own behalf.
- (ii) All information provided, and all representations made, at all times, by Subscriber in relation to any Certificate Services, including in the Certificate request and otherwise in connection with Certificate issuance, are and will be complete, correct and accurate, including that any legal entity Subject legally exists as a valid entity in the jurisdiction of incorporation or registration specified in the Certificate (and such information and representations will be promptly updated from time to time as necessary to maintain such completeness, correctness and accuracy), and does not infringe, misappropriate, dilute, unfairly compete with, or otherwise violate the intellectual property, or other rights of any person, entity, or organization in any jurisdiction. For clarity, in submitting any request for a Certificate using pre-qualified information, a Subscriber is deemed to be making anew the representations, commitments, affirmations and warranties set out in this §9.6.3, and Entrust will have no obligation to issue any Certificate containing pre-qualified information if such information is subsequently found to have changed or to be in any way inaccurate, incorrect, or misleading.



- (iii) The Private Key corresponding to the Public Key submitted to Entrust with the Certificate request was created using sound cryptographic techniques (in a cryptographic module if and as required in the CPS) and all reasonable measures have been taken to, at all times, assure control of, keep confidential, properly protect, and prohibit unauthorized use of, the Private Key (and any associated access or activation data or device, e.g., password or token).
- (iv) Any device storing Private Keys will be operated and maintained in a secure manner.
- (v) A Certificate will not be installed or used until Subscriber has reviewed and verified that the content of the Certificate is accurate and correct.
- (vi) In the case of all eIDAS QWACs and PSD2 QWACs, the Certificate will be installed only on servers that are accessible at the Domain Name (subjectAltName(s)) listed in the Certificate.
- (vii) Certificates and the Private Key corresponding to the Public Key listed in such Certificate will only be used in compliance with all applicable laws and solely in accordance with the Subscriber Agreement, and will only be used on behalf of the organization listed as the Subject in such Certificates.
- (viii) The contents of Certificates will not be improperly modified.
- (ix) Subscriber will notify Entrust, cease all use of the Certificate and the Private Key corresponding to the Public Key in the Certificate, and request the revocation of the Certificate,
  - a. promptly, if any information included in the Certificate or the application for a Certificate changes, is or becomes incorrect or inaccurate, or if any change in any circumstances would make the information in the Certificate misleading.
  - b. immediately, if there is any actual or suspected Key Compromise, if the Private Key has been lost or stolen, or if control over the Private Key has been lost for other reasons.
- (x) Subscriber will promptly cease all use of the Certificate and the Private Key corresponding to the Public Key in such Certificate upon expiration or revocation of such Certificate.
- (xi) Subscriber will immediately respond to Entrust's instructions concerning any Key Compromise or misuse or suspected misuse of a Certificate.
- (xii) Subscriber acknowledges and agrees that Entrust is entitled to revoke a Certificate immediately if:
  - a. Subscriber breaches the Subscriber Agreement.
  - b. Entrust discovers that there has been a Key Compromise of the Certificate's Private Key.
  - c. Revocation is required under the CPS, or the Industry Standards.
  - d. Entrust discovers that the Certificate is compromised or being used for Suspect Code or the Private Key corresponding to the Public Key in the Certificate has been used to digitally sign Suspect Code.
- (xiii) Where the Subject named in the Certificate(s) is a separate entity from the Subscriber, the Subject has authorized the inclusion of the Subject's information in the Certificate.
- (xiv) Subscriber owns, controls, or has the exclusive right to use the Domain Name or email address listed in Certificate.
- (xv) Subscriber acknowledges and agrees that Entrust is entitled to modify the Agreement when necessary to comply with any changes in Industry Standards.
- (xvi) Subscriber will use appropriate judgment about whether it is appropriate, given the level of security and trust provided by Certificate, to use the Certificate in any given circumstance.

9.6.3.2 In addition, in the case of Qualified Certificates and PSD2 Certificates,

- (i) Subscriber will comply with any requirements in the CPS for it to use a specific type of cryptographic device (including a secure cryptographic device or QSCD), and if so required:
  - a. the Subject's Private Key(s) will only be used for cryptographic functions within the specified cryptographic device.
  - b. if the Subject's keys are generated under control of the Subscriber or Subject, the Subject's keys will be generated within the specified cryptographic device.
  - c. For clarity, the specified cryptographic device for generation and use of eIDAS QSealC Private Keys is a secure cryptographic device, and the specified cryptographic device for generation and use of eIDAS QSigC Private Key(s) is a QSCD.
- (ii) Subscriber consents to Entrust's keeping of a record of information used in registration, subject device provision, including whether this is to the Subscriber or to the Subject where they differ, and any subsequent revocation, the identity and any specific attributes placed in the Certificate, and the

- passing of this information to third parties under the same conditions as required by Industry Standards in the case of Entrust terminating its services.
- (iii) Subscriber requires the publication of the Certificate in the manner and in accordance with the conditions set out in the CPS and will obtain, where applicable, the Subject's consent to such publication.
  - (iv) The Private Key and corresponding Public Key associated with the Certificate will only be used in accordance with the limitations notified to the Subscriber, including in the CPS.
  - (v) If the Subscriber or Subject generates the Subject's keys:
    - a. the Subject keys will be generated using an algorithm as specified in the Industry Standards for the uses of the certified key as identified in the CPS.
    - b. the key length and algorithm will be as specified in the Industry Standards for the uses of the certified key as identified in the CPS during the validity time of the Certificate.
    - c. the Subject's Private Key will be maintained under the Subject's control, and, if the Subject is an individual, the Subject's sole control.
  - (vi) The Subject's Private Key will be used under the Subject's control, and, if the Subject is an individual, the Subject's sole control.
  - (vii) Upon being informed that the Subject's Certificate has been revoked, or that the issuing CA has been compromised, Subscriber will ensure that the Private Key corresponding to the Public Key in the Certificate is no longer used by the Subject.
  - (viii) In respect to eIDAS QSigC, Key Pairs will only be used for electronic signatures.
  - (ix) In respect to eIDAS QSealC and PSD2 QSealC, Key Pairs will only be used for electronic seals.

#### 9.6.4 Relying Parties Representations and Warranties

Each Relying Party makes the following representations, commitments, affirmations and warranties:

- (i) The Relying Party shall understand and, if necessary, receive proper education in the use of Public-Key cryptography and Certificates including Certificates.
- (ii) The Relying Party shall read and agree to all terms and conditions of the CPS and the Relying Party Agreement.
- (iii) The Relying Party shall verify Certificates, including use of CRLs, in accordance with the certification path validation procedure specified in ITU-T Rec. X.509:2005 | ISO/IEC 9594-8 (2005), taking into account any critical extensions and approved technical corrigenda as appropriate.
- (iv) The Relying Party shall trust and make use of a Certificate only if the Certificate has not expired or been revoked and if a proper chain of trust can be established to a trustworthy Root CA.
- (v) The Relying Party shall properly validate a Certificate before making a determination about whether to rely on such Certificate, including confirmation that the Certificate has not expired or been revoked and that a proper chain of trust can be established to a trustworthy Root CA.
- (vi) The Relying Party shall not rely on a Certificate that cannot be validated back to a trust anchor, which is on the EU trusted list at the following site <https://webgate.ec.europa.eu/tl-browser/#/tl/ES/37>;
- (vii) The Relying Party shall make its own judgment and rely on a Certificate only if such reliance is reasonable in the circumstances, including determining whether such reliance is reasonable given the nature of the security and trust provided by a Certificate and the value of any transaction that may involve the use of a Certificate.
- (viii) The Relying Party shall exercise its own judgment in determining whether it is reasonable under the circumstances to rely on a Certificate, including determining whether such reliance is reasonable given the nature of the security and trust provided by an Certificate and the value of any transaction that may involve the use of a Certificate.
- (ix) The Relying Party shall not use a Certificate for any hazardous or unlawful (including tortious) activities.
- (x) The Relying Party shall trust and make use of a Certificate only if the Certificate has not expired or been revoked and if a proper chain of trust can be established to a trustworthy Root CA, and the Relying Party shall not rely on a revoked or expired Certificate.

#### 9.6.5 Representations and Warranties of Other Participants

Third parties performing Certificate services shall provide those services in accordance with the requirements of the CPS.

### **9.7 Disclaimers of Warranties**

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN §9.6.1 ABOVE, AND EXCEPT AS OTHERWISE PROVIDED IN THE SUBSCRIBER AGREEMENT, ENTRUST AND ENTRUST GROUP AFFILIATES EXPRESSLY DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THIS CPS OR ANY CERTIFICATE ISSUED HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE, ENTRUST AND ENTRUST GROUP AFFILIATES FURTHER DISCLAIM AND MAKE NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO ANY APPLICANT, SUBSCRIBER OR ANY RELYING PARTY THAT (A) THE SUBSCRIBER TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO HAVE BEEN (B) A SUBSCRIBER IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN THE CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CERTIFICATES OR IN ANY CERTIFICATE STATUS MECHANISM COMPILED, PUBLISHED OR OTHERWISE DISSEMINATED BY ENTRUST, OR THE RESULTS OF ANY CRYPTOGRAPHIC METHOD IMPLEMENTED IN CONNECTION WITH THE CERTIFICATES IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE.

IT IS AGREED AND ACKNOWLEDGED THAT APPLICANTS AND SUBSCRIBERS ARE LIABLE FOR ANY MISREPRESENTATIONS MADE TO ENTRUST AND RELIED UPON BY A RELYING PARTY. ENTRUST AND ENTRUST GROUP AFFILIATES DO NOT WARRANT OR GUARANTEE UNDER ANY CIRCUMSTANCES THE "NON-REPUDIATION" BY A SUBSCRIBER AND/OR RELYING PARTY OF ANY TRANSACTION ENTERED INTO BY THE SUBSCRIBER AND/OR RELYING PARTY INVOLVING THE USE OF OR RELIANCE UPON A CERTIFICATE.

IT IS UNDERSTOOD AND AGREED UPON BY SUBSCRIBERS AND RELYING PARTIES THAT IN USING AND/OR RELYING UPON A CERTIFICATE THEY ARE SOLELY RESPONSIBLE FOR THEIR RELIANCE UPON THAT CERTIFICATE AND THAT SUCH PARTIES MUST CONSIDER THE FACTS, CIRCUMSTANCES AND CONTEXT SURROUNDING THE TRANSACTION IN WHICH THE CERTIFICATE IS USED IN DETERMINING SUCH RELIANCE.

THE SUBSCRIBERS AND RELYING PARTIES AGREE AND ACKNOWLEDGE THAT CERTIFICATES HAVE A LIMITED OPERATIONAL PERIOD AND MAY BE REVOKED AT ANY TIME. SUBSCRIBERS AND RELYING PARTIES ARE UNDER AN OBLIGATION TO VERIFY WHETHER A CERTIFICATE IS EXPIRED OR HAS BEEN REVOKED. ENTRUST AND ENTRUST GROUP AFFILIATES HEREBY DISCLAIM ANY AND ALL LIABILITY TO SUBSCRIBERS AND RELYING PARTIES WHO DO NOT FOLLOW SUCH PROCEDURES. MORE INFORMATION ABOUT THE SITUATIONS IN WHICH A CERTIFICATE MAY BE REVOKED CAN BE FOUND IN §4.9.3 OF THIS CPS.

### **9.8 Limitations of Liability**

9.8.1 ENTRUST GROUP'S ENTIRE LIABILITY UNDER THIS CPS TO: (I) AN APPLICANT OR SUBSCRIBER IS SET OUT IN THE SUBSCRIBER AGREEMENT BETWEEN ENTRUST (OR AN ENTRUST GROUP AFFILIATE) AND SUCH SUBSCRIBER; AND (II) A RELYING PARTY IS SET OUT IN THE RELYING PARTY AGREEMENT POSTED IN THE REPOSITORY ON THE DATE THE RELYING PARTY RELIES ON SUCH CERTIFICATE. THE ENTRUST GROUP'S ENTIRE LIABILITY

TO ANY OTHER PARTY IS SET OUT IN THE AGREEMENT(S) BETWEEN ENTRUST AND SUCH OTHER PARTY.

9.8.2 SUBJECT TO THE FOREGOING AND IF §9.8.1 ABOVE DOES NOT APPLY:

9.8.2.1 TO THE EXTENT ENTRUST HAS ISSUED THE CERTIFICATE(S) IN COMPLIANCE WITH THE CPS, THE ENTRUST GROUP SHALL HAVE NO LIABILITY TO ANY PERSON FOR ANY CLAIMS, DAMAGES OR LOSSES SUFFERED AS THE RESULT OF THE USE OF OR RELIANCE ON SUCH CERTIFICATE. IN NO EVENT WILL ENTRUST GROUP BE LIABLE FOR, AND EACH POTENTIAL CLAIMANT WAIVES ANY RIGHT IT MAY HAVE TO, ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF BUSINESS, OPPORTUNITIES, CONTRACTS, REVENUES, PROFITS, SAVINGS, GOODWILL, REPUTATION, USE, OR DATA, OR COSTS OF REPROCUREMENT OR BUSINESS INTERRUPTION, OR ANY LOSS OR DAMAGE THAT IS NOT DIRECTLY ATTRIBUTABLE TO THE USE OR RELIANCE ON A CERTIFICATE OR THE CERTIFICATE SERVICES PROVIDED UNDER THIS CPS INCLUDING ANY LOSS OR DAMAGE RESULTING FROM THE COMBINATION OR INTEGRATION OF THE CERTIFICATE OR CERTIFICATE SERVICES WITH ANY SOFTWARE OR HARDWARE NOT PROVIDED BY ENTRUST IF THE LOSS OR DAMAGE WOULD NOT HAVE OCCURRED AS A RESULT OF USE OF THE CERTIFICATE OR CERTIFICATE SERVICES ALONE.

9.8.2.2 IN NO EVENT WILL ENTRUST GROUP'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CPS AND THE USE AND PERFORMANCE OF ANY PRODUCTS AND SERVICES PROVIDED HEREUNDER EXCEED THE GREATER OF ONE THOUSAND UNITED STATES DOLLARS (\$1,000.00 U.S.), OR (2) THE FEES PAID BY THE CLAIMING PARTY TO ENTRUST UNDER THIS CPS DURING THE TWELVE MONTHS PRIOR TO THE INITIATION OF THE CLAIM TO A MAXIMUM OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (EXCEPT THAT FOR ANY EIDAS QUALIFIED WEB AUTHENTICATION CERTIFICATES OR PSD2 QUALIFIED WEB AUTHENTICATION CERTIFICATES ISSUED UNDER THIS CPS, ENTRUST AND ITS ENTITIES' AGGREGATE LIABILITY TO ANY SUBSCRIBER OR RELYING PARTY IS LIMITED TO TWO THOUSAND U.S. DOLLARS (US\$2,000.00) PER SUCH CERTIFICATE, UP TO A MAXIMUM OF ONE HUNDRED THOUSAND U.S. DOLLARS (US\$100,000.00).

9.8.2.3 THE EXCLUSIONS AND LIMITS IN THIS SECTION (LIMITATIONS OF LIABILITY) APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, STRICT LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (B) ON AN AGGREGATE BASIS, REGARDLESS OF THE NUMBER OF CLAIMS, TRANSACTIONS, DIGITAL SIGNATURES OR CERTIFICATES; (C) EVEN IF THE POSSIBILITY OF THE DAMAGES IN QUESTION WAS KNOWN OR COMMUNICATED IN ADVANCE AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. ENTRUST HAS SET ITS PRICES AND PROVIDES CERTIFICATES IN RELIANCE ON THE EXCLUSIONS AND LIMITS IN THIS SECTION (LIMITATIONS OF LIABILITY), WHICH FORM AN ESSENTIAL BASIS OF THE PROVISION OF THE SERVICES DESCRIBED IN THIS CPS.

9.8.2.4 In no event will Entrust or its Affiliates be liable to Subscribers, Relying Parties or any other person, entity or organization for any losses, costs, expenses, liabilities, damages, claims, or settlement amounts arising out of or related to the use or misuse of, or reliance on any Certificate issued under this CPS that: (i) has expired or been revoked; (ii) has been used for any purpose other than as set forth in this CPS or an applicable Subscriber Agreement; (iii) has been tampered with; (iv) with respect to which the Key Pair underlying such Certificate or the cryptography algorithm used to generate such Certificate's Key Pair, has been compromised by the action of any party other than Entrust or its Affiliates (including without limitation the Subscriber or Relying Party); or (v) is the subject of misrepresentations or other misleading acts or omissions of any other party, including but not limited to Subscribers and Relying Parties. Except to the extent expressly provided in this CPS or an applicable Subscriber Agreement or Relying Party Agreement, in no event shall Entrust or its Affiliates be liable to the Subscriber, Relying Party or other party for damages

arising out of any claim that the content of a Certificate infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party.

9.8.2.5 Notwithstanding anything to the contrary in this Section (Limitation of Liability) or elsewhere in the Agreement, to the extent required by applicable law Entrust neither excludes nor limits its liability for: (i) death or bodily injury caused by its own negligence; (ii) its own fraud or fraudulent misrepresentation; or (iii) other matters for which liability cannot be excluded or limited under applicable law.

## **9.9 Indemnities**

### **9.9.1 Indemnification by CAs**

Entrust will defend, indemnify, and hold harmless each Application Software Vendor for any and all third party claims, damages, and losses suffered by such Application Software Vendor related to a Certificate issued by the CA that is not in compliance with the Baseline Requirements in effect at the time the Certificate was issued, regardless of the cause of action or legal theory involved. This does not apply, however, to any claim, damages, or loss suffered by such Application Software Vendor related to a Certificate issued by the CA where such claim, damage, or loss was directly or indirectly caused by such Application Software Vendor's software displaying as not trustworthy a Certificate that is still valid, or displaying as trustworthy: (1) a Certificate that has expired, or (2) a Certificate that has been revoked (but only in cases where the revocation status is currently available from the CA online, and the application software either failed to check such status or ignored an indication of revoked status).

### **9.9.2 Indemnification for Relying Parties**

RELYING PARTIES SHALL INDEMNIFY AND HOLD ENTRUST GROUP AND ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN CERTIFICATION AUTHORITY, AND ALL APPLICATION SOFTWARE VENDORS, (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY USE OR RELIANCE BY A RELYING PARTY ON ANY CERTIFICATE OR ANY SERVICE PROVIDED IN RESPECT TO CERTIFICATES, INCLUDING (I) LACK OF PROPER VALIDATION OF AN CERTIFICATE BY A RELYING PARTY, (II) RELIANCE BY THE RELYING PARTY ON AN EXPIRED OR REVOKED CERTIFICATE, (III) USE OF AN CERTIFICATE OTHER THAN AS PERMITTED BY THE CPS, THE SUBSCRIBER AGREEMENT, ANY RELYING PARTY AGREEMENT, AND APPLICABLE LAW, (IV) FAILURE BY A RELYING PARTY TO EXERCISE REASONABLE JUDGMENT IN THE CIRCUMSTANCES IN RELYING ON AN CERTIFICATE, OR (V) ANY CLAIM OR ALLEGATION THAT THE RELIANCE BY A RELYING PARTY ON AN CERTIFICATE OR THE INFORMATION CONTAINED IN AN CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES THE RIGHTS INCLUDING INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANYONE IN ANY JURISDICTION. NOTWITHSTANDING THE FOREGOING, RELYING PARTIES SHALL NOT BE OBLIGATED TO PROVIDE ANY INDEMNIFICATION TO AN INDEMNIFIED PARTY IN RESPECT TO ANY LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS AND EXPERT'S FEES) TO THE EXTENT THAT SUCH LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISE OUT OF OR RELATE TO ANY WILLFUL MISCONDUCT BY SUCH INDEMNIFIED PARTY.

### **9.9.3 Indemnification by Subscribers**

UNLESS OTHERWISE SET OUT IN IN A SUBSCRIBER AGREEMENT SUBSCRIBERS SHALL INDEMNIFY AND HOLD ENTRUST GROUP AND ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER A CERTIFICATION AUTHORITY, AND ALL APPLICATION SOFTWARE VENDORS, (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES,

DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY RELIANCE BY A RELYING PARTY ON ANY CERTIFICATE OR ANY SERVICE PROVIDED IN RESPECT TO CERTIFICATES, INCLUDING ANY (I) ERROR, MISREPRESENTATION OR OMISSION MADE BY A SUBSCRIBER IN USING OR APPLYING FOR AN CERTIFICATE, (II) MODIFICATION MADE BY A SUBSCRIBER TO THE INFORMATION CONTAINED IN AN CERTIFICATE, (III) USE OF AN CERTIFICATE OTHER THAN AS PERMITTED BY THE CPS, THE SUBSCRIBER AGREEMENT, ANY RELYING PARTY AGREEMENT, AND APPLICABLE LAW, (IV) FAILURE BY A SUBSCRIBER TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT LOSS, DISCLOSURE, COMPROMISE OR UNAUTHORIZED USE OF THE PRIVATE KEY CORRESPONDING TO THE PUBLIC KEY IN SUCH SUBSCRIBER'S CERTIFICATE, OR (V) ALLEGATION THAT THE USE OF A SUBSCRIBER'S CERTIFICATE OR THE INFORMATION CONTAINED IN A SUBSCRIBER'S CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES THE RIGHTS INCLUDING INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANYONE IN ANY JURISDICTION. NOTWITHSTANDING THE FOREGOING, A SUBSCRIBER SHALL NOT BE OBLIGATED TO PROVIDE ANY INDEMNIFICATION TO AN INDEMNIFIED PARTY IN RESPECT TO ANY LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS AND EXPERTS FEES) TO THE EXTENT THAT SUCH LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISE OUT OF OR RELATE TO ANY WILLFUL MISCONDUCT BY SUCH INDEMNIFIED PARTY.

## **9.10 Term and Termination**

### **9.10.1 Term**

This CPS will be effective on the date this CPS is published in the Repository and will continue until a newer version of the CPS is published.

### **9.10.2 Termination**

This CPS will remain in effect until replaced by a newer version.

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

The provisions of sections 1.6, 3.1.6, 5.5, 9.1, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9.2, 9.9.3, 9.10.3, 9.13, 9.14 and 9.16 shall survive termination or expiration of the CPS, any Subscriber Agreements, and any Relying Party Agreements. All references to sections that survive termination of the CPS, any Subscriber Agreements, and any Relying Party Agreements, shall include all sub-sections of such sections. All payment obligations shall survive any termination or expiration of the CPS, any Subscriber Agreements, and any Relying Party Agreements.

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

Unless otherwise set out in a Subscriber Agreement or Relying Party Agreement, any notice to be given to Entrust under this CPS, a Subscriber Agreement, or a Relying Party Agreement shall be given in writing to the address specified in §1.5.2 by prepaid receipted mail, overnight courier or email, and shall be effective as follows (i) in the case of courier or email, on the next Business Day, and (ii) in the case of receipted mail, five (5) Business Days following the date of deposit in the mail. Any notice to be given by Entrust under the CPS, or any Subscriber Agreement shall be given by email or courier to the last address or email address for the Subscriber on file with Entrust.

## 9.12 Amendments

### 9.12.1 Procedure for Amendment

Entrust may, in its discretion, modify the CPS and the terms and conditions contained herein from time to time. Entrust shall modify the CPS to stay concurrent with the latest version of the Baseline Requirements, EV SSL Guidelines, and ETSI Guidelines.

### 9.12.2 Notification Mechanism and Period

Modifications to the CPS shall be published in the Repository. Such modifications shall become effective immediately upon publication in the Repository and remain valid until the duration of such publication. In the event that Entrust makes a significant modification to CPS, the version number of the CPS shall be updated. Unless a Subscriber ceases to use, removes, and requests revocation of such Subscriber's Certificate(s) prior to the date on which an updated version of the CPS becomes effective, such Subscriber shall be deemed to have consented to the terms and conditions of such updated version of the CPS and shall be bound by the terms and conditions of such updated version of the CPS.

### 9.12.3 Circumstances Under which OID must be Changed

No stipulation.

## 9.13 Dispute Resolution Provisions

Unless otherwise set out in a Subscriber Agreement or Relying Party Agreement, and except for the right of either Party to apply to a court of competent jurisdiction for injunctive, or other equitable relief, any disputes or claims between a Subscriber or an Applicant and Entrust or any third-party RAs operating under the CAs, or a Relying Party and Entrust or any third-party RAs operating under the CAs, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language to be used in the arbitration shall be Spanish. The seat of arbitration shall be Spain. The arbitrator shall have the right to decide all questions of arbitrability. The dispute shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, as modified by this provision. The arbitrator shall render a written decision within thirty (30) days from the date of close of the arbitration hearing, but no more than one (1) year from the date that the matter was submitted for arbitration. The decision of the arbitrator shall be binding and conclusive and may be entered in any court of competent jurisdiction. In each arbitration, the prevailing party shall be entitled to an award of all or a portion of its costs in such arbitration, including reasonable attorney's fees actually incurred. Nothing in the CPS, or in any Subscriber Agreement, or any Relying Party Agreement shall preclude Entrust or any third-party RAs operating under the CAs from applying to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this §9.13 and without any abridgment of the powers of the arbitrator, with respect to any (i) alleged Compromise that affects the integrity of an Certificate, or (ii) alleged breach of the terms and conditions of the CPS, any Subscriber Agreement, or any Relying Party Agreement. The institution of any arbitration or any action shall not relieve an Applicant, Subscriber or Relying Party of its obligations under the CPS, any Subscriber Agreement, or any Relying Party Agreement.

Any and all arbitrations or legal actions in respect to a dispute that is related to an Certificate or any services provided in respect to an Certificate shall be commenced prior to the end of one (1) year after (i) the expiration or revocation of the Certificate in dispute, or (ii) the date of provision of the disputed service or services in respect to the Certificate in dispute, whichever is sooner. If any arbitration or action in respect to a dispute that is related to an Certificate or any service or services provided in respect to an Certificate is not commenced prior to such time, any party seeking to institute such an arbitration or action shall be barred from commencing or proceeding with such arbitration or action.

## 9.14 Governing Law

Any disputes related to the Certificates issued under this CPS and services provided in respect of such Certificates, as well as the construction, validity, interpretation, enforceability and performance of the CPS,

all Subscriber Agreements and all Relying Party Agreements shall, if not resolved by alternative dispute resolution, be governed by the laws and brought in the courts stated in the Choice of Law section of the applicable Subscriber Agreement or Relying Party Agreement, and each person, entity, or organization hereby agrees that such courts shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in any court, Applicants, Subscribers, and Relying Parties waive any right that such Applicants, Subscribers, and Relying Parties may have to a jury trial. The application of the United Nations Convention on Contracts for the International Sale of Goods to the CPS, any Subscriber Agreements, and any Relying Party Agreements is expressly excluded. Notwithstanding all of the foregoing, any disputes related to the Certificates under this CPS and services provided in respect of such Certificates, shall, if not resolved by alternative dispute resolution, be governed by the laws of Spain.

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

Entrust shall ensure that it operates in a legal and trustworthy manner. In particular, Entrust shall comply with all the applicable legal requirements (such as the General Data Protection Regulation (GDPR)) by maintaining a competent and licensed legal department staff that is knowledgeable about all applicable laws and regulations, performs ongoing continuing legal education as to new laws and regulations, updates Entrust internal policies and practices (including this CPS) to comply with applicable laws and regulations, and trains other Entrust staff (as applicable) in all new laws and regulations pertaining to their functions and duties.

Certificates and related information may be subject to export, import, and/or use restrictions. Subscribers and Relying Parties will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with their exercise of their rights and obligations under any part of the CPS, Subscriber Agreement, and/or Relying Party Agreement, including use or access by any of Subscriber or Relying Party's users. Without limiting the foregoing, Subscribers and Relying Parties will comply with all applicable trade control laws, including but not limited to any sanctions or trade controls of the European Union ("E.U."), Canada, the United Kingdom ("U.K."), and United Nations ("U.N."); the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security; U.S. sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); or on the U.S. Department of Commerce Entities List ("Entities List"); and any import or export licenses required pursuant to any of the foregoing; and all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, Money Laundering Control Act, and Patriot Act, the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.K. Proceeds of Crime Act, and legislation implementing the International Convention on the Suppression of the Financing of Terrorism or the money laundering provisions of the U.N. transnational Organized Crime Convention. Each Subscriber and Relying Party represents and warrants that: (a) neither it nor any of its users is located in, under the control of, or a national or resident of any country to which the export of any software or technology licensed under the Agreement, or related information, would be prohibited by the applicable laws, rules or regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (b) neither it nor any of its users is a Person to whom the export of any software or technology licensed under the Agreement, or related information, would be prohibited by the laws of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (c) it and each of its users has and will comply with applicable laws, rules and regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust; (d) it and all its users will not use any product or service for any purposes prohibited by applicable laws, rules or regulations on trade controls, including related to nuclear, chemical, or biological weapons proliferation, arms trading, or in furtherance of terrorist financing; (e) neither it nor any of its users nor any of its affiliates, officers, directors, or employees is (i) an individual listed on, or directly or indirectly owned or controlled by, a Person (whether legal or natural) listed on, or acting on behalf of a Person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including OFAC's list of Specially Designated Nationals or the Entities List; or (ii) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or organized under the laws of any of the countries listed at <https://www.entrust.com/legal-compliance/denied-parties> (each of (i) and (ii), a "Denied Party"); and (f) it and each of its users is legally distinct from, and not an agent of any Denied Party. In the event any of the above representations and warranties is incorrect or the Subscriber, Relying Party or any their users engages



in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, any agreements, purchase orders, performance of services, or other contractual obligations of Entrust are immediately terminated.

## **9.16 Miscellaneous Provisions**

### **9.16.1 Entire Agreement**

No stipulation.

### **9.16.2 Assignment**

Certificates and the rights granted under the CPS, any Subscriber Agreement, or any Relying Party Agreement are personal to the Applicant, Subscriber, or Relying Party that entered into the Subscriber Agreement or Relying Party Agreement and cannot be assigned, sold, transferred, or otherwise disposed of, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Entrust or the relevant RA under a CA. Any attempted assignment or transfer without such consent shall be void and shall automatically terminate such Applicant's, Subscriber's or Relying Party's rights under the CPS, any Subscriber Agreement, or any Relying Party Agreement. Entrust may assign, sell, transfer, or otherwise dispose of the CPS, any Subscriber Agreements, or any Relying Party Agreements together with all of its rights and obligations under the CPS, any Subscriber Agreements, and any Relying Party Agreements (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets or stock of the business of Entrust to which the CPS, the Subscriber Agreements, and Relying Party Agreements relate. Subject to the foregoing limits, this CPS and terms and conditions of any Subscriber Agreement, or any Relying Party Agreement shall be binding upon and shall inure to the benefit of permitted successors and assigns of Entrust, any third-party RAs operating under the CAs, Applicants, Subscribers, and Relying Parties, as the case may be.

The CPS, the Subscriber Agreements, and the Relying Party Agreements state all of the rights and obligations of the Entrust Group, any Applicant, Subscriber, or Relying Party and any other persons, entities, or organizations in respect to the subject matter hereof and thereof and such rights and obligations shall not be augmented or derogated by any prior agreements, communications, or understandings of any nature whatsoever whether oral or written. The rights and obligations of the Entrust Group may not be modified or waived orally and may be modified only in a writing signed or authenticated by a duly authorized representative of Entrust.

### **9.16.3 Severability**

Whenever possible, each provision of the CPS, any Subscriber Agreements, and any Relying Party Agreements shall be interpreted in such a manner as to be effective and valid under applicable law. If the application of any provision of the CPS, any Subscriber Agreements, or any Relying Party Agreements or any portion thereof to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of the CPS, any Subscriber Agreements, or any Relying Party Agreements shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect its intent and it shall be reformed without further action to the extent necessary to make such provision valid and enforceable.

### **9.16.4 Enforcement**

No stipulation.

### **9.16.5 Force Majeure**

In no event shall the Entrust Group be deemed in default or liable for any loss or damage resulting from the failure or delay in the performance of its obligations under the CPS, any Subscriber Agreement, or any Relying Party Agreement, arising out of or caused by, directly or indirectly, a Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond Entrust Group's reasonable control, including but

not limited to, floods, fires, hurricanes, earthquakes, tornados, epidemics, pandemics, other acts of God or nature, strikes and other labor disputes, failure of utility, transportation or communications infrastructures, riots or other acts of civil disorder, acts of war, terrorism (including cyber terrorism), malicious damage, judicial action, lack of or inability to obtain export permits or approvals, acts of government such as expropriation, condemnation, embargo, changes in applicable laws or regulations, and shelter-in-place or similar orders, and acts or defaults of third party suppliers or service providers.

## **9.17 Other Provisions**

### **9.17.1 Conflict of Provisions**

In the event of any inconsistency between the provisions of this CPS and the provisions of any Subscriber Agreement or any Relying Party Agreement, the terms and conditions of this CPS shall govern.

### **9.17.2 Fiduciary Relationships**

Nothing contained in this CPS, or in any Subscriber Agreement, or any Relying Party Agreement shall be deemed to constitute the Entrust Group as the fiduciary, partner, agent, trustee, or legal representative of any Applicant, Subscriber, Relying Party or any other person, entity, or organization or to create any fiduciary relationship between the Entrust Group and any Subscriber, Applicant, Relying Party or any other person, entity, or organization, for any purpose whatsoever. Nothing in the CPS, or in any Subscriber Agreement or any Relying Party Agreement shall confer on any Subscriber, Applicant, Relying Party, or any other third party, any authority to act for, bind, or create or assume any obligation or responsibility, or make any representation on behalf of the Entrust Group.

### **9.17.3 Waiver**

The failure of Entrust to enforce, at any time, any of the provisions of this CPS, a Subscriber Agreement with Entrust, or a Relying Party Agreement with Entrust or the failure of Entrust to require, at any time, performance by any Applicant, Subscriber, Relying Party or any other person, entity, or organization of any of the provisions of this CPS, a Subscriber Agreement with Entrust, or a Relying Party Agreement with Entrust, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of Entrust to enforce each and every such provision thereafter. The express waiver by Entrust of any provision, condition, or requirement of this CPS, a Subscriber Agreement with Entrust, or a Relying Party Agreement with Entrust shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

### **9.17.4 Interpretation**

All references in this CPS to “section” or “§” refer to the sections of this CPS unless otherwise stated. As used in this CPS, neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words “hereof”, “herein”, and “hereunder” and other words of similar import refer to this CPS as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this CPS. The word “including” when used herein is not intended to be exclusive and means “including, without limitation”.

## Appendix A – Registration Schemes

The following Registration Schemes are currently recognized as valid under these guidelines:

**NTR:** The information carried in this field shall be the same as held in Subject registration number as specified in §3.2.2.1 and the country code used in the registration scheme identifier shall match that of the subject's jurisdiction as specified in §3.2.2.1.

Where the Subject jurisdiction of incorporation or registration field in §3.2.2.1 includes more than the country code, the additional locality information shall be included as specified in §3.2.2.10.

**VAT:** Reference allocated by the national tax authorities to a legal entity. This information shall be validated using information provided by the national tax authority against the organization as identified by the Subject organization name and Subject registration number within the context of the Subject's jurisdiction as specified in §3.2.2.1.

**PSD:** Authorization number as specified in ETSI TS 119 495 clause 4.4 allocated to a payment service provider and containing the information as specified in ETSI TS 119 495 clause 5.2.1. This information shall be obtained directly from the national competent authority register for payment services or from an information source approved by a government agency, regulatory body, or legislation for this purpose. This information shall be validated by being matched directly or indirectly (for example, by matching a globally unique registration number) against the organization as identified by the Subject organization name and Subject registration number within the context of the subject's jurisdiction as specified in §3.2.2.1. The stated address of the organization combined with the organization name shall not be the only information used to disambiguate the organization.