

# DigiCert

## Certification Practices Statement



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# 1. INTRODUCTION

## 1.1. OVERVIEW

This document is the DigiCert, Inc. (“DigiCert”) Certification Practices Statement (CPS) that outlines the principles and practices related to DigiCert’s certification and time-stamping services. This CPS applies to all entities participating in or using DigiCert’s certificate and time-stamping services, excluding participants in DigiCert’s Private PKI services, which are not cross-certified or publicly trusted. This CPS only addresses the actions of DigiCert and not those of third parties operating with cross certificates issued by DigiCert. Specific requirements regarding those Certificates are set forth in the individual agreements with the appropriate DigiCert customer and in that third party’s own CPS.

This CPS describes the practices used to comply with the current versions of the following policies, guidelines, and requirements:

<b>Name of Policy/Guideline/Requirement Standard</b>	<b>Location of Source Document/Language</b>
DigiCert Certificate Policy version 5.0	<a href="https://www.digicert.com/legal-repository/">https://www.digicert.com/legal-repository/</a>
X.509 Certificate Policy for the Federal Bridge Certification Authority (FBCA)	<a href="https://www.idmanagement.gov/topics/fpki/">https://www.idmanagement.gov/topics/fpki/</a>
The Adobe Approved Trust List Technical Requirements	<a href="https://helpx.adobe.com/content/dam/help/en/acrobat/kb/approved-trust-list2/_jcr_content/main-pars/download-section/download-1/aatl_technical_requirements_v2.0.pdf">https://helpx.adobe.com/content/dam/help/en/acrobat/kb/approved-trust-list2/_jcr_content/main-pars/download-section/download-1/aatl_technical_requirements_v2.0.pdf</a>
the Certification Authority / Browser Forum (“CAB Forum”) Baseline Requirements for the Issuance and Management of Publicly-Trusted Certificates (“Baseline Requirements”)	<a href="https://cabforum.org/baseline-requirements-document/">https://cabforum.org/baseline-requirements-document/</a>
the CAB Forum Guidelines for Extended Validation Certificates (“EV Guidelines”)	<a href="https://cabforum.org/extended-validation/">https://cabforum.org/extended-validation/</a>
the CAB Forum Guidelines for the Issuance and Management of Extended Validation Code Signing Certificates	<a href="https://cabforum.org/ev-code-signing-certificate-guidelines/">https://cabforum.org/ev-code-signing-certificate-guidelines/</a>
the CAB Forum Network and Certificate System Security Requirements	<a href="https://cabforum.org/network-security-requirements/">https://cabforum.org/network-security-requirements/</a>

Microsoft Trusted Root Store (Program Requirements)	<a href="https://docs.microsoft.com/en-us/security/trusted-root/program-requirements">https://docs.microsoft.com/en-us/security/trusted-root/program-requirements</a>
Mozilla Root Store Policy	<a href="https://www.mozilla.org/en-US/about/governance/policies/security-group/certs/policy/">https://www.mozilla.org/en-US/about/governance/policies/security-group/certs/policy/</a>
Mozilla CA/Forbidden or Problematic Practices	<a href="https://wiki.mozilla.org/CA/Forbidden_or_Problematic_Practices">https://wiki.mozilla.org/CA/Forbidden_or_Problematic_Practices</a>
Baseline Requirements for the Issuance and Management of Publicly-Trusted Code Signing Certificates	<a href="https://cabforum.org/wp-content/uploads/Baseline-Requirements-for-the-Issuance-and-Management-of-Code-Signing-Certificates.v.1.2.pdf">https://cabforum.org/wp-content/uploads/Baseline-Requirements-for-the-Issuance-and-Management-of-Code-Signing-Certificates.v.1.2.pdf</a>
Apple Root Store Program	<a href="https://www.apple.com/certificateauthority/ca_program.html">https://www.apple.com/certificateauthority/ca_program.html</a>
360 Browser CA Policy	<a href="https://caprogram.360.cn/#strategy">https://caprogram.360.cn/#strategy</a>
Wi-Fi Alliance Hotspot 2.0 Specification	<a href="https://www.wi-fi.org/discover-wi-fi/specifications">https://www.wi-fi.org/discover-wi-fi/specifications</a>
Direct Trust Community X.509 Certificate Policy	<a href="https://www.directtrust.org/about-policies/">https://www.directtrust.org/about-policies/</a>
Chromium Project Root Store Certificate Policy	<a href="https://www.chromium.org/Home/chromium-security/root-ca-policy">https://www.chromium.org/Home/chromium-security/root-ca-policy</a>

If any inconsistency exists between this CPS and the normative provisions of the foregoing policies, guidelines, and requirements (“Applicable Requirements”), then the Applicable Requirements take precedence over this CPS. Time-stamping services are provided according to IETF RFC 3161 and other technical standards.

This CPS is only one of several documents that control DigiCert’s certification services. Other important documents include both private and public documents, such as the CP, DigiCert’s agreements with its customers, Relying Party agreements, and DigiCert’s privacy policy. DigiCert may provide additional certificate policies or certification practice statements. These supplemental policies and statements are available to applicable users or relying parties.

Pursuant to the IETF PKIX RFC 3647 CP/CPS framework, this CPS is divided into nine parts that cover the security controls and practices and procedures for certificate and time-stamping services within the DigiCert PKI. To preserve the outline specified by RFC 3647, section headings that do not apply are accompanied with the statement “Not applicable” or “No stipulation.”

## **1.2. DOCUMENT NAME AND IDENTIFICATION**

This document is the DigiCert Certification Practices Statement and was first approved for publication on 9 August 2010 by the DigiCert Policy Authority (DCPA). The following revisions have been made to the original document:

<b>Date</b>	<b>Changes</b>	<b>Version</b>
27-March-2020	Added modifications to include the Level 3 NIST LOA certificates in accordance with NIST 800-63-3. Added new validation methods introduced with CABF B.R. 1.6.8 and deprecated one method. Added modifications to table 6.3.2.	5.1
06-February-2020	Consolidated legacy Certificate Policies to include OID arcs into the CPS from the DigiCert CP (2.16.840.1.113733.1.7, 2.23.140.1.1,1.3.6.1.4.1.14370, 1.3.6.1.4.1.14370.1, and 2.16.840.1.113733.1.7.48.). Updated the document to meet requirements of version 2.35 of the FBCA CP.	5.0
21-November-2019	Minor editorial changes throughout the document for consistency and accuracy.	4.20
25-July-2019	Added reference to AATL 2.0 to section 1.6.3 for continuity. Modifications added to sections 3.2.2 and 7.1.4 to include details about information source review. Added security policy reference to section 6.4.2.	4.19
17-April-2019	Edited sections 3.1.6, 3.2.1, 6.1.3, and 7.1.4 to clarify naming and proof-of-possession practices.	4.18
01-March-2019	Added Class 2 Authentication-Only OID, clarified Legacy OIDs, updated validation practices for compliance with Baseline Requirements, clarified physical security control areas, modified archive procedures, and updated certificate validity table in section 6.3.2.	4.17
09-October-2018	Clarification to email validation methods and Mozilla CA Root Policy 2.6.1 updates made throughout the document. Removed frequent password changing practice from section 6.4.1 to comply with NIST Special Publication 800-63-3: Digital Authentication Guidelines. Changes made to section 3.2.2 to clarify differences between Levels 1-4 and Class 1-3 Certificate issuance practices. Added sections 1.5.2.1 for Revocation Reporting Contact Person and additions/revisions to section 4.9 to meet the revocation requirements for CABF ballot SC6.	4.16
24-August-2018	Updates throughout for Adobe AATL 2.0, added Class 1-3 OIDs, removed unused definitions and references to EU Qualified Certificates, updated sections 3.2.2 and 3.2.3 regarding email validation, added language in section 6.1.1 to specify that DigiCert does not create key pairs for publicly trusted end-entity TLS Certificates, amended limitation of liability in section 9.8 to address Netsure Extended Warranty and Relying Party Agreement, and removed line 9 in Appendix A	4.15
25-January-2018	Added language based on the CAB Forum's Baseline Requirements, as indicated by Mozilla's Self-Assessment process	4.14
8-November-2017	Added Symantec CAA identifying domains	4.13
8-September-2017	Added CAA processing provisions, removed references to PIV-I, revised descriptions of processes used for validating identity, updated description of physical access and security, added trusted role of RA Administrator, and removed "conflict-of-interest" prohibition from trusted roles.	4.12
23-February-2017	Updated address, made revisions related to the Minimum Requirements for the Issuance and Management of Publicly-Trusted Code Signing Certificates, and made other changes to update the CPS.	4.11

<b>Date</b>	<b>Changes</b>	<b>Version</b>
27-March-2020	Added modifications to include the Level 3 NIST LOA certificates in accordance with NIST 800-63-3. Added new validation methods introduced with CABF B.R. 1.6.8 and deprecated one method. Added modifications to table 6.3.2.	5.1
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17-April-2019	Edited sections 3.1.6, 3.2.1, 6.1.3, and 7.1.4 to clarify naming and proof-of-possession practices.	4.18
9-September-2016	Updated to: include Cybertrust CAs acquired from Verizon, clarify identity verification process, update document in accordance with FBCA CP v. 2.29 and sec. 9.6.3 of Baseline Requirements.	4.10
1-June-2015	Updated CPS to conform to practices for backup, archival, CA key generation, and certificate acceptance.	4.09
1-April-2015	Minor changes made to update with CA/Browser Forum guidelines and for consistency with DigiCert CP v. 4.08	4.08
7-October-2014	Updated for consistency with DigiCert CP v. 4.07	4.07
14-May-2014	Updated practices to comply with new policy requirements and changes to the DirectTrust CP, Baseline Requirements, EV Guidelines, and EV Code Signing Guidelines.	4.06
2-May-2013	Updated mailing address. Also updated practices to comply with new policy requirements, the DirectTrust CP, changes to the Adobe program, and CAB Forum guidelines.	4.05
10-May-2012	Updated to include practices set forth in the Baseline Requirements, the current Mozilla CA Policy, EV Code Signing, the IGTF, and other policy bodies.	4.04
3-May-2011	IGTF Certificates added and minor updates made to several sections.	4.03
29-October-2010	Changes made in response to comments from the FPKI CPWG regarding certificate status services, trusted roles, and off-site backup of archive.	4.02
26-August-2010	Updated the process used to authenticate the certificate requester's authority under section 3.2.5 for code signing Certificates issued to organizations	4.01
9-August-2010	This version 4.0 replaces the DigiCert Certificate Policy and Certification Practices Statement, Version 3.08, dated May 29, 2009, and the DigiCert Certification Practice Statement for Extended Validation Certificates, Version 1.0.4, May 29, 2009.	4.0

The OID for DigiCert is joint-iso-ccitt (2) country (16) USA (840) US-company (1) DigiCert (114412). The OID-arc for this version 4 of the CPS is 2.16.840.1.114412.0.2.4. Subsequent revisions to this CPS might have new OID assignments. The following OID arcs are also included in this CPS, but are considered

deprecated: 2.16.840.1.113733.1.7, 2.23.140.1.1,1.3.6.1.4.1.14370, 1.3.6.1.4.1.14370.1, and 2.16.840.1.113733.1.7.48.

DigiCert issues Certificates and time-stamp tokens containing the following OIDs / OID arcs:

<b>Digitally Signed Object</b>	<b>Object Identifier (OID)</b>
Domain Vetted (DV) SSL/TLS Server Certificates per the Baseline Requirements	2.16.840.1.114412.1.2 and/or 2.23.140.1.2.1 (CAB Forum Baseline Reqs.)
Organization Vetted (OV) SSL/TLS Server Certificates per the Baseline Requirements	2.16.840.1.114412.1.1 and/or 2.23.140.1.2.2 (CAB Forum Baseline Reqs.)
Individual Vetted (IV) SSL/TLS Server Certificates per the Baseline Requirements	2.16.840.1.114412.1.1 and/or 2.23.140.1.2.3 (CAB Forum Baseline Reqs.)
Hotspot 2.0 OSU Server Certificates	2.16.840.1.114412.1.5
Federated Device Certificate	2.16.840.1.114412.1.11
Federated Device Hardware Certificate	2.16.840.1.114412.1.12
Issuer CA (where allowed by policy)	2.5.29.32.0 (anyPolicy)
Extended Validation (EV) SSL/TLS Server Certificates	2.16.840.1.114412.2.1, 2.23.140.1.1(CAB Forum EV Guidelines), 1.3.6.1.4.1.6334.1.100.1 (originally registered by beTRUSTed), and/or 2.16.840.1.113733.1.7.23.6 (originally registered by Verisign)
Object Signing Certificates	2.16.840.1.114412.3
Code Signing Certificates	2.16.840.1.114412.3.1
Minimum Requirements for Code Signing	2.16.840.1.114412.3.1.1 and/or 2.23.140.1.4.1
Extended Validation Code Signing <sup>1</sup>	2.16.840.1.114412.3.2 and/or 2.23.140.1.3
Windows Kernel Driver Signing	2.16.840.1.114412.3.11
Adobe Signing Certificate	2.16.840.1.114412.3.21
Client Certificate OID Arc	2.16.840.1.114412.4
Level 1 Certificates - Personal	2.16.840.1.114412.4.1.1 or 2.16.840.1.114412.5.1 (maps to 2.16.840.1.113733.1.7.23.1)
Level 1 Certificates - Enterprise	2.16.840.1.114412.4.1.2 or 2.16.840.1.114412.5.2 (maps to 2.16.840.1.113733.1.7.23.2)
Level 2 Certificates	2.16.840.1.114412.4.2 or 2.16.840.1.114412.5.2 (maps to 2.16.840.1.113733.1.7.23.3.2)
Level 3 Certificates - Client	2.16.840.1.114412.4.3
Level 3 Certificates - US	2.16.840.1.114412.4.3.1
Level 3 Certificates - CBP	2.16.840.1.114412.4.3.2
Level 3 Certificates - NIST LOA 3	2.16.840.1.114412.4.3.3
Level 4 Certificates - US	2.16.840.1.114412.4.4.1
Level 4 Certificates - CBP	2.16.840.1.114412.4.4.2
Grid Certificate OID Arcs	2.16.840.1.114412.4.31 or 2.16.840.1.114412.31 (Grid-only arc)
IGTF Classic X.509 Authorities with secured infrastructure	2.16.840.1.114412.4.31.1 (Client w/ Public), 2.16.840.1.114412.31.4.1.1 (Client Grid Only), and/or 1.2.840.113612.5.2.2.1.x (IGTF)

<sup>1</sup> Also governed by the CABF Extended Validation Code Signing standards listed in Section 1.1.

<b>Digitally Signed Object</b>	<b>Object Identifier (OID)</b>
IGTF Member Integrated X.509 Credential Services with Secured Infrastructure Certificates	2.16.840.1.114412.4.31.5 and/or 1.2.840.113612.5.2.2.5.x (IGTF)
IGTF Grid Host - Public Trust	2.16.840.1.114412.1.31.1
IGTF Grid-Only Host Certificate	2.16.840.1.114412.31.1.1.1, 1.2.840.113612.5.2.2.1.x (IGTF), and/or 1.2.840.113612.5.2.2.5.x (IGTF)
Authentication-Only Certificates	2.16.840.1.114412.6
Class 2 Authentication-Only Certificates	2.16.840.1.114412.6.2
Trusted Time-stamping	2.16.840.1.114412.7.1
Legacy arc	2.16.840.1.114412.81
Test arc	2.16.840.1.114412.99

All OIDs mentioned above belong to their respective owners. The specific OIDs used when objects are signed pursuant to this CPS are indicated in the object’s respective Certificate Policies extension. For instance, when DigiCert issues a Certificate containing one of the above-specified policy identifiers for “Baseline Requirements,” “Minimum Requirements,” or “Extended Validation,” it asserts that the Certificate was issued and is managed in accordance with those applicable requirements and policies for the PKI participant.

Commercial Best Practices (“CBP”) differs from “US” in that there are no trusted role citizenship requirements for an Issuer CA issuing under a CBP policy, whereas policies designated “US” must follow the citizenship practices set forth in Section 5.3.1.

The Legacy arc exists to identify Certificates issued to achieve compatibility with legacy systems (e.g. systems that are incapable of processing newer algorithms that might be required by industry best practices, systems that due to pinning still require CA certificates that are no longer publicly trusted, etc.).

### **1.3. PKI PARTICIPANTS**

#### **1.3.1. Certification Authorities**

DigiCert operates certification authorities (CAs) that issue digital certificates. As the operator of several CAs, DigiCert performs functions associated with Public Key operations, including receiving certificate requests, issuing, revoking and renewing a digital Certificate, and maintaining, issuing, and publishing CRLs and OCSP responses. General information about DigiCert’s products and services are available at [www.digicert.com](http://www.digicert.com).

In limited circumstances, root CAs owned by DigiCert are used to issue cross Certificates to external third parties operating their own PKIs. An external Issuer CA is an unaffiliated third party that is issued a subordinate CA Certificate by DigiCert where the Private Key associated with that CA Certificate is not maintained under the physical control of DigiCert.

All external subordinate CAs are prohibited, either technically or contractually, from issuing Certificates to domain names or IP addresses that a Subscriber does not legitimately own or control (i.e. issuance for purposes of “traffic management” is prohibited), and external subordinate CAs are required to implement procedures that are at least as restrictive as those found herein.

<b>For FBCA only</b>
DigiCert notifies the U.S. Federal PKI Policy Authority (FPKIPA) prior to issuing any CA Certificate to an external Issuer CA that DigiCert desires to chain to the Federal Bridge CA. DigiCert ensures that no CA chaining to the Federal Bridge CA has more than one trust path to the Federal Bridge CA (regardless of path validation results).

The DCPA is responsible for notifying the FPKIPA of any changes to the infrastructure that has the potential to affect the FPKI operational environment at least two weeks prior to the implementation: all new artifacts (CA certificates, CRL DP, AIA, and/or SIA URLs, etc.) produced as a result of the change will be provided to the FPKIA within 24 hours following implementation.

DigiCert is also a time stamping authority (TSA) and provides proof-of-existence for data at an instant in time as described herein.

### **1.3.2. Registration Authorities and Other Delegated Third Parties**

A Registration Authority is an entity that performs identification and authentication of certificate Applicants for end-user certificates, initiates or passes along revocation requests for certificates for end-user certificates, and approves applications for renewal or re-keying certificates on behalf of an Issuer CA on identity management systems (IdMs). DigiCert and subordinate Issuer CAs may act as RAs for certificates they issue. Affiliates do not perform domain or IP address validation. Validation of domains for S/MIME Certificates cannot be delegated to a third party and is only validated by the RA of the Issuer CA.

Except for the authentication of domain control or IP address verification performed solely by DigiCert in accordance with Section 3.2.2, DigiCert may delegate the performance of certain functions to third party Registration Authorities (RA) if it meets the requirements of the DigiCert CP and the relevant requirements listed in sections 1.1 and 1.6.3 of this CPS and the DigiCert CP. The specific role of an RA or Delegated Third Party varies greatly between entities, ranging from simple translation services to actual assistance in gathering and verifying Applicant information. For IGTF Certificates, designated RAs are responsible for vetting the identity of each certificate applicant.

DigiCert contractually obligates each Delegated Third Party to abide by the policies and industry standards that are applicable to that Delegated Third Party's delegated responsibilities. RA personnel involved in the issuance of publicly-trusted SSL/TLS Server Certificates must undergo the skills and training required under Section 5.3.

### **1.3.3. Subscribers**

Subscribers use DigiCert's services and PKI to support transactions and communications. Subscribers under this CPS include all end users (including entities) of certificates issued by an Issuer CA. A Subscriber is the entity named as the end-user Subscriber of a certificate. End-user Subscribers may be individuals, organizations or, infrastructure components such as firewalls, routers, trusted servers or other devices used to secure communications within an Organization.

Subscribers are not always the party identified in a Certificate, such as when Certificates are issued to an organization's employees. The *Subject* of a Certificate is the party named in the Certificate. A *Subscriber*, as used herein, may refer to the Subject of the Certificate and the entity that contracted with DigiCert for the Certificate's issuance. Prior to verification of identity and issuance of a Certificate, a Subscriber is an *Applicant*.

CAs are technically also subscribers of certificates within the DigiCert Public PKI, either as the primary Certificate Authority issuing a self-signed Certificate to itself, or as an Issuer CA issued a Certificate by a superior CA. References to "end entities" and "subscribers" in this CPS, however, apply only to end-user Subscribers.

### **1.3.4. Relying Parties**

Relying Parties are entities that act in reliance on a Certificate and/or digital signature issued by DigiCert. Relying parties must check the appropriate CRL or OCSP response prior to relying on information featured in

a Certificate. The location of the CRL distribution point is detailed within the Certificate. A Relying party may, or may not also be a Subscriber of the DigiCert Public PKI hierarchy.

### 1.3.5. Other Participants

Other participants include Accreditation Authorities (such as Policy Management Authorities, Federation Operators, Application Software Vendors, and applicable Community-of-Interest sponsors); Bridge CAs and CAs cross-certified with DigiCert’s CAs that serve as trust anchors in other PKI communities; and Time Source Entities, Time Stamp Token Requesters, and Time Stamp Verifiers involved in trusted time stamping. Accreditation Authorities are granted an unlimited right to re-distribute DigiCert’s root Certificates and related information in connection with the accreditation.

## 1.4. CERTIFICATE USAGE

A *digital Certificate (or Certificate)* is formatted data that cryptographically binds an identified subscriber with a Public Key. A digital Certificate allows an entity taking part in an electronic transaction to prove its identity to other participants in such transaction. Digital Certificates are used in commercial environments as a digital equivalent of an identification card. A *time-stamp token (TST)* cryptographically binds a representation of data to a particular time stamp, thus establishing evidence that the data existed at a certain point in time.

Individual Certificates are normally used by individuals to sign and encrypt e-mail and to authenticate to applications (client authentication). While an individual certificate may be used for other purposes, provided that a Relying Party is able to reasonably rely on that certificate and the usage is not otherwise prohibited by law, by this CP, by any CPS under which the certificate has been issued and any agreements with Subscribers.

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

### 1.4.1. Appropriate Certificate Uses

Certificates issued pursuant to this CPS may be used for all legal authentication, encryption, access control, and digital signature purposes, as designated by the key usage and extended key usage fields found within the Certificate. However, the sensitivity of the information processed or protected by a Certificate varies greatly, and each Relying Party must evaluate the application environment and associated risks before deciding on whether to use a Certificate issued under this CPS.

This CPS covers several different types of end entity Certificates/tokens with varying levels of assurance. The following table provides a brief description of the appropriate uses of each. The descriptions are for guidance only and are not binding.

Certificate	Appropriate Use
DV SSL/TLS Server Certificates	Used to secure online communication where the risks and consequences of data compromise are low, including non-monetary transactions or transactions with little risk of fraud or malicious access.
OV SSL/TLS Server Certificates	Used to secure online communication where the risks and consequences of data compromise are moderate, including transactions having substantial monetary value or risk of fraud or involving access to private information where the likelihood of malicious access is substantial.

<b>Certificate</b>	<b>Appropriate Use</b>
EV SSL/TLS Server Certificates	Used to secure online communication where risks and consequences of data compromise are high, including transactions having high monetary value, risk of fraud, or where involving access to private information where the likelihood of malicious access is high.
Hotspot 2.0 OSU Server Certificates	Used to authenticate OSU Servers pursuant to the Wi-Fi Alliance's Hotspot 2.0 specification.
Federated Device Certificates	Similar to SSL/TLS Server Certificates above but for use as necessary in connection with specific cross-certified PKIs
Code Signing Certificates, including EV Code Signing	Establishes the identity of the Subscriber named in the Certificate and that the signed code has not been modified since signing.
Rudimentary Level 1 Client Certificates - Personal	Provides the lowest degree of assurance concerning identity of the individual and is generally used only to provide data integrity to the information being signed. These Certificates should only be used where the risk of malicious activity is low and if an authenticated transaction is not required.
Level 1 Client Certificates - Enterprise and Class 1 and 2 Certificates	Used in environments where there are risks and consequences of data compromise, but such risks are not of major significance. Users are assumed not likely to be malicious.
Level 2 Client Certificates (FBCA basic assurance certificates)	Issued to identity-vetted individuals. Certificates specify if the name is a pseudonym. Used in environments where there are risks and consequences of data compromise, but such risks are not of major significance. Users are assumed not likely to be malicious.
Level 3 Client Certificates (FBCA medium certificates) and Class 3 Certificates	Used in environments where risks and consequences of data compromise are moderate, including transactions having substantial monetary value or risk of fraud or involving access to private information where the likelihood of malicious access is substantial.
Level 4 Client Certificates (FBCA medium hardware Certificates)	Used in environments where risks and consequences of data compromise are high, including transactions having high monetary value or risk of fraud or involving access to private information where the likelihood of malicious access is high.
Direct Certificates	Used to transfer health care information in accordance with the Direct Protocol adopted by the ONC. Direct Certificates are issued as Level 2 or Level 3 Certificates.
Authentication Only	Used where the identity of the certificate holder is irrelevant and where the risk of unauthorized access to a secure site is low.
IGTF and Grid-only Certificates	Support identity assertions and system authentication amongst participants in the International Grid Trust Federation. IGTF Certificates include those issued as publicly-trusted client Certificates and those issued under the Grid-only arc.
Adobe Signing Certificates	Used to sign Adobe documents and show that the portion of the document signed by the author has not been modified since signing.
Time Stamp Token	Used to identify the existence of data at a set period of time.

#### **1.4.2. Prohibited Certificate Uses**

Certificates do not guarantee that the Subject is trustworthy, honest, reputable in its business dealings, safe to do business with, or compliant with any laws. A Certificate only establishes that the information in the Certificate was verified in accordance with this CPS when the Certificate issued. Code signing Certificates do not indicate that the signed code is safe to install or free from malware, bugs, or vulnerabilities.

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

CA Certificates subject to the Mozilla Root Store Policy will not be used for any functions except CA functions. In addition, end-user Subscriber Certificates cannot be used as CA Certificates.

Participants in the DigiCert Public PKI periodically rekey Intermediate CAs. Third party applications or platforms that have an Intermediate CA embedded as a root certificate may not operate as designed after the Intermediate CA has been rekeyed. DigiCert therefore does not warrant the use of Intermediate CAs as root certificates and recommends that Intermediate CAs not be embedded into applications and/or platforms as root certificates. Participants are discouraged from using the practice of “pinning” because of the difficulties that it creates on certificate roll-over and revocation events.

## **1.5. POLICY ADMINISTRATION**

### **1.5.1. Organization Administering the Document**

This CPS and the relevant documents referenced herein are maintained by the DCPA, which can be contacted at:

DigiCert Policy Authority  
Suite 500  
2801 N. Thanksgiving Way  
Lehi, UT 84043 USA  
Tel: 1-801-701-9600  
Fax: 1-801-705-0481

support@digicert.com

### **1.5.2. Contact Person**

Attn: Legal Counsel  
DigiCert Policy Authority  
Suite 500  
2801 N. Thanksgiving Way  
Lehi, UT 84043 USA  
www.digicert.com  
support@digicert.com

#### **1.5.2.1. Revocation Reporting Contact Person**

Attn: Support  
DigiCert Technical Support  
Suite 500  
2801 N. Thanksgiving Way  
Lehi, UT 84043 USA  
<https://www.digicert.com/certificate-revocation.htm>

To request that a Certificate be revoked, please email [revoke@digicert.com](mailto:revoke@digicert.com).

Entities submitting certificate revocation requests must list their identity and explain the reason for requesting revocation. DigiCert or an RA will authenticate and log each revocation request according to Section 4.9 of the DigiCert CP and this CPS. DigiCert will always revoke a Certificate if the request is authenticated as originating from the Subscriber or the Affiliated Organization listed in the Certificate. If revocation is requested by someone other than an authorized representative of the Subscriber or Affiliated Organization, DigiCert or an RA will investigate the alleged basis for the revocation request prior to taking action in accordance with Section 4.9.1 and 4.9.3.

### **1.5.3. Person Determining CPS Suitability for the Policy**

The DCPA determines the suitability and applicability of this CPS based on the results and recommendations received from an independent auditor (see Section 8). The DCPA is also responsible for evaluating and acting upon the results of compliance audits.

### **1.5.4. CPS Approval Procedures**

The DCPA approves the CPS and any amendments. Amendments are made after the DCPA has reviewed the amendments' consistency with the CP, by either updating the entire CPS or by publishing an addendum. The DCPA determines whether an amendment to this CPS is consistent with the CP, requires notice, or an OID change. *See also* Section 9.10 and Section 9.12 below.

## **1.6. DEFINITIONS AND ACRONYMS**

### **1.6.1. Definitions**

**"Applicant"** means an entity applying for a Certificate.

**"Application Software Vendor"** means a software developer whose software displays or uses DigiCert Certificates and distributes DigiCert's root Certificates.

**"CAB Forum"** is defined in section 1.1.

**"Certificate"** means an electronic document that uses a digital signature to bind a Public Key and an identity.

**"Certificate Approver"** is defined in the EV Guidelines.

**"Certificate Requester"** is defined in the EV Guidelines.

**"Contract Signer"** is defined in the EV Guidelines.

**"Direct Address"** means an email address conforming to the Applicability Statement for Secure Health Transport.

**"Direct Address Certificate"** means a Certificate containing an entire Direct Address.

**"Direct Organizational Certificate"** means a Certificate containing only the domain name portion of a Direct Address.

**"Domain Name"** is as defined in the Baseline Requirements.

**"EV Guidelines"** is defined in section 1.1.

**"Key Pair"** means a Private Key and associated Public Key.

**"OCSP Responder"** means an online software application operated under the authority of DigiCert and connected to its repository for processing certificate status requests.

**"Private Key"** means the key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

**"Public Key"** means the key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's

corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

**“Qualified Certificate”** means a Certificate that meets the requirements of EU law and is provided by an Issuer CA meeting the requirements of EU law.

**“Relying Party”** means an entity that relies upon either the information contained within a Certificate or a time-stamp token.

**“Relying Party Agreement”** means an agreement which must be read and accepted by the Relying Party prior to validating, relying on or using a Certificate or accessing or using DigiCert’s Repository. The Relying Party Agreement is available for reference through a DigiCert online repository.

**“Subscriber”** means either the entity identified as the subject in the Certificate or the entity that is receiving DigiCert’s time-stamping services.

**“Subscriber Agreement”** means an agreement that governs the issuance and use of a Certificate that the Applicant must read and accept before receiving a Certificate.

**“WebTrust”** means the current version of CPA Canada’s WebTrust Program for Certification Authorities.

**“WHOIS”** Information retrieved directly from the Domain Name Registrar or registry operator via the protocol, the Registry Data Access Protocol, or an HTTPS website.

### 1.6.2. Acronyms

AATL	Adobe Approved Trust List
CA	Certificate Authority or Certification Authority
CAA	Certification Authority Authorization
CAB	“CA/Browser” as in “CAB Forum”
CMS	Card Management System
CP	Certificate Policy
CPS	Certification Practice Statement
CRL	Certificate Revocation List
CSR	Certificate Signing Request
CT	Certificate Transparency
DBA	Doing Business As (also known as “Trading As”)
DCPA	DigiCert Policy Authority
DNS	Domain Name Service
DV	Domain Validated
ETSI	European Telecommunications Standards Institute
EU	European Union
EV	Extended Validation
FIPS	(US Government) Federal Information Processing Standard
FQDN	Fully Qualified Domain Name
FTP	File Transfer Protocol
GLEIF	Global Legal Entity Identifier Foundation
HISP	Health Information Service Provider
HSM	Hardware Security Module
HTTP	Hypertext Transfer Protocol
IANA	Internet Assigned Numbers Authority
ICANN	Internet Corporation for Assigned Names and Numbers
IdM	Identity Management System
IDN	Internationalized Domain Name
ISSO	Information System Security Officer

IETF	Internet Engineering Task Force
IGTF	International Grid Trust Federation
ITU	International Telecommunication Union
IV	Individual Validated
LEI	Legal Entity Identifier
LOA	Level of Assurance
MICS	Member-Integrated Credential Service (IGTF)
NIST	National Institute of Standards and Technology
OCSP	Online Certificate Status Protocol
OID	Object Identifier
ONC	Office of the National Coordinator for Healthcare (U.S.)
OSU	Online Sign-Up (Wi-Fi Alliance Hotspot 2.0)
OV	Organization Validated
PIN	Personal Identification Number (e.g. a secret access code)
PKI	Public Key Infrastructure
PKIX	IETF Working Group on Public Key Infrastructure
RA	Registration Authority
RFC	Request for Comments (at IETF.org)
SAN	Subject Alternative Name
SHA	Secure Hashing Algorithm
SSL	Secure Sockets Layer
TLD	Top-Level Domain
TLS	Transport Layer Security
TSA	Time Stamping Authority
TST	Time-Stamp Token
TTL	Time To Live
UTC	Coordinated Universal Time
X.509	The ITU-T standard for Certificates and their corresponding authentication framework

### 1.6.3. References

If not listed in section 1.1:

Adobe Approved Trust List Technical Requirements, v.2.0

CA/Browser Forum Baseline Requirements Certificate Policy for the Issuance and Management of Publicly-Trusted Certificates (“Baseline Requirements”)

CA/Browser Forum Guidelines for the Issuance and Management of Extended Validation Certificates (“EV Guidelines”)

DirectTrust Community X.509 Certificate Policy, v.1.3

FBCA Supplementary Antecedent, In-Person Definition

NIST Special Publication 800-63-3, Digital Identity Guidelines

Wi-Fi Alliance Hotspot 2.0 Release 2 Online Signup Certificate Policy Specification (Hotspot 2.0 CP)

X.509 Certificate Policy for the Federal Bridge Certification Authority, v. 2.32

Mozilla Root Store Policy v.2.7

## **2. PUBLICATION AND REPOSITORY RESPONSIBILITIES**

### **2.1. REPOSITORIES**

DigiCert makes its root Certificates, revocation data for issued digital Certificates, CPs, CPSs, Relying Party Agreements, and standard Subscriber Agreements available in public repositories. DigiCert develops, implements, enforces, and annually updates this CPS to meet the compliance standards of the documents listed in Sections 1.1 and 1.6.3. These updates also describe how the latest version of the Baseline Requirements are implemented. As Baseline Requirements are updated, DigiCert reviews the changes to determine their impact on these practices. Each section impacted by the Baseline Requirements will be updated and provided to the DCPA for approval and implementation. If an SSL/TLS Server Certificate is intended to be trusted in Chrome, it is published by posting it in a Certificate Transparency log.

DigiCert's legal repository for most services is located at <https://www.digicert.com/legal-repository/>. DigiCert's publicly trusted root Certificates and its CRLs and OCSP responses are regularly accessible online with systems described in Section 5 to minimize downtime.

### **2.2. PUBLICATION OF CERTIFICATION INFORMATION**

The DigiCert certificate services and the repository are accessible through several means of communication:

1. On the web: <https://www.digicert.com> (and via URIs included in the certificates themselves)
2. By email to [admin@digicert.com](mailto:admin@digicert.com)
3. By mail addressed to: DigiCert, Inc., Suite 500, 2801 N. Thanksgiving Way, Lehi, Utah 84043
4. By telephone Tel: 1-801-877-2100
5. By fax: 1-801-705-0481

### **2.3. TIME OR FREQUENCY OF PUBLICATION**

CA Certificates are published in a repository as soon as possible after issuance. CRLs for end-user Certificates are issued at least once per day. CRLs for CA Certificates are issued at least every 6 months (every 31 days for offline CAs chaining to the Federal Bridge CA), and also within 18 hours if a CA Certificate is revoked. Under special circumstances, DigiCert may publish new CRLs prior to the scheduled issuance of the next CRL. (See Section 4.9 for additional details.)

For Certificates subject to the Baseline Requirements, CRLs for end-user Subscriber Certificates are issued at least once every seven days. CRLs for CAs that only issue CA Certificates subject to the Baseline Requirements are generally issued at least annually, and also whenever a CA Certificate is revoked. CRLs for Authenticated Content Signing (ACS) Root CAs are published annually and also whenever a CA Certificate is revoked. If a Certificate listed in a CRL expires, it may be removed from later issued CRLs after the Certificate's expiration.

New or modified versions of the CP, this CPS, Subscriber Agreements, or Relying Party Warranties are typically published within seven days after their approval.

### **2.4. ACCESS CONTROLS ON REPOSITORIES**

Read-only access to the repository is unrestricted. Logical and physical controls prevent unauthorized write access to repositories.

### 3. IDENTIFICATION AND AUTHENTICATION

#### 3.1. NAMING

##### 3.1.1. Types of Names

For TLS, s/MIME, and FBCA certs, Certificates are issued with a non-null subject Distinguished Name (DN) that complies with ITU X.500 standards except that DigiCert may issue a Level 1 Certificate with a null subject DN if it includes at least one alternative name form that is marked critical. When DNs are used, common names must respect namespace uniqueness requirements and must not be misleading. This does not preclude the use of pseudonymous Certificates, except where stated otherwise under Section 3.1.3.

DigiCert issues EV SSL/TLS Certificates to .onion domains in accordance with Appendix F of the EV Guidelines or Appendix C of the Baseline Requirements when the FQDN contains “onion” as the rightmost label.

DigiCert issues OSU Server Certificates with subject alternative names that contain: (1) OSU Server FQDN(s) and (2) Friendly Name(s) that identify the wifi service provider, in accordance with section 3.4 of the Hotspot 2.0 CP.

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

DigiCert uses distinguished names that identify both the entity (i.e. person, organization, device, or object) that is the subject of the Certificate and the entity that is the issuer of the Certificate. DigiCert only allows directory information trees that accurately reflect organization structures.

##### 3.1.3. Anonymity or Pseudonymity of Subscribers

Generally, DigiCert does not issue anonymous or pseudonymous Certificates; however, for IDNs, DigiCert may include the Punycode version of the IDN as a subject name. DigiCert may also issue other pseudonymous end-entity Certificates if they are not prohibited by policy and any applicable name space uniqueness requirements are met.

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

Distinguished Names in Certificates are interpreted using X.500 standards and ASN.1 syntax.

##### 3.1.5. Uniqueness of Names

The uniqueness of each subject name in a Certificate is enforced as follows:

SSL/TLS Server Certificates	Inclusion of the domain name in the Certificate. Domain name uniqueness is controlled by the Internet Corporation for Assigned Names and Numbers (ICANN).
Client Certificates	Requiring a unique email address or a unique organization name combined/associated with a unique serial integer.
IGTF and Grid-only Device Certificates	For device Certificates, an FQDN is included in the appropriate fields. For other Certificates, DigiCert may append a unique ID to a name listed in the Certificate.
Code Signing Certificates (including CDS Certificates)	Requiring a unique organization name and address or a unique organization name combined/associated with a unique serial integer.
Time Stamping	Requiring a unique hash and time or unique serial integer assigned to the time stamp
FBCA and NIST LOA Certificates	Requiring a unique name combined/associated with a unique serial number.

The names of Subscribers shall be unique within a subordinate Issuer CA's and Customer's Sub-domain for a specific type of Certificate. Name uniqueness is not violated when multiple certificates are issued to the same entity.

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

For OSU Server Certificates, DigiCert conducts a trademark search of logos and Friendly Names in relevant mark registration databases, such as the U.S. Patent and Trademark Office or WIPO, to confirm an applicant's right to use a particular trademark. Based on the results of such search(es), DigiCert issues an OSU Server Certificate with one or more logotype extensions containing the hash algorithm and hash value of logos associated with the service provider. If an applicant does not have a friendly name or logo available, DigiCert may include a logo and friendly name specified by the Wi-Fi Alliance.

For EV SSL Certificates, DigiCert implements a process that prevents EV Certificates from including a name, DBA, tradename, trademark, address, location, or other text that refers to a specific natural person or Legal Entity unless DigiCert has verified this information in accordance with the EV Guidelines and section 3.2.

For all other Certificates, unless otherwise specifically stated in this CPS, DigiCert does not verify an Applicant's right to use a trademark and does not resolve trademark disputes. DigiCert may reject any application or require revocation of any Certificate that is part of a trademark dispute.

**3.2. INITIAL IDENTITY VALIDATION**

DigiCert may use any legal means of communication or investigation to ascertain the identity of an organizational or individual Applicant. DigiCert may refuse to issue a Certificate in its sole discretion.

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

<b>For FBCA only</b>
DigiCert establishes that the Applicant for FBCA Certificates (where the party named in a certificate generates its own keys) holds or controls the Private Key corresponding to the Public Key by performing signature verification or decryption on data purported to have been digitally signed or encrypted with the Private Key by using the Public Key associated with the certificate request.

**3.2.2. Authentication of Organization and Domain/Email Control**

DV SSL/TLS Server Certificates	<p>DigiCert validates the Applicant's right to use or control each domain name that will be listed in the Subject Alternative Name field of a Certificate by using at least one of the following procedures from section 3.2.2.4 of the Baseline Requirements:</p> <ol style="list-style-type: none"> <li>1. This method (BR Section 3.2.2.4.1) is no longer used because it is deprecated as of 1-August-2018;</li> <li>2. Email, Fax, SMS, or Postal Mail to the Domain Contact by sending a unique Random Value (valid for no more than 30 days from its creation) through email, fax, SMS, or postal mail, to the Domain Contact and receiving confirmation by their use of the Random Value, performed in accordance with BR Section 3.2.2.4.2;</li> <li>3. (BR Section 3.2.2.4.3) is no longer used because it is deprecated as of 31-May-2019;</li> <li>4. Constructed Email to Domain Contact establishing the Applicant's control over the FQDN by sending an email</li> </ol>
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	<p>created by using ‘admin’, ‘administrator’, ‘webmaster’, ‘hostmaster’ or ‘postmaster’ as the local part followed by the (“@”) sign, followed by an Authorization Domain name, including a Random Value in the email, and receiving a response using the Random Value, performed in accordance with BR Section 3.2.2.4.4;</p> <ol style="list-style-type: none"> <li>5. (BR Section 3.2.2.4.5) is no longer used because it is deprecated as of 1-August-2018;</li> <li>6. (BR Section 3.2.2.4.6) is no longer used because it is deprecated as of 24-April-2020<sup>2</sup>;</li> <li>7. Domain Name Service (DNS) Change by confirming the presence of a Random Value or Request Token in a DNS CNAME, TXT, or CAA record for either an Authorization Domain Name or an Authorization Domain Name prefixed with a label that begins with an underscore character, performed in accordance BR Section 3.2.2.4.7;</li> <li>8. IP Address - by confirming the Applicant’s control over the FQDN through control of an IP address returned from a DNS lookup for A or AAAA records for the FQDN, performed in accordance with BR Sections 3.2.2.5 and 3.2.2.4.8;</li> <li>9. (BR Section 3.2.2.4.9) is no longer used because it was deprecated upon publication of v.4.16 of this CPS;</li> <li>10. (BR Section 3.2.2.4.10) is no longer used because it was deprecated upon publication of v.4.16 of this CPS;</li> <li>11. (BR Section 3.2.2.4.11) is no longer used because it is deprecated as of 5-February-2018;</li> <li>12. Confirming that the Applicant is the Domain Contact for the Base Domain Name (provided that the CA or RA is also the Domain Name Registrar or an Affiliate of the Registrar), performed in accordance with BR Section 3.2.2.4.12;</li> <li>13. Confirming 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 is found using the search algorithm defined in RFC 6844 Section 4, as amended by Errata 5065 performed in accordance with BR Section 3.2.2.4.13;</li> <li>14. Confirming the Applicant’s control over the FQDN by sending a Random Value via email to the DNS TXT Record Email Contact for the Authorization Domain Name for the FQDN and then receiving a confirming response utilizing the Random Value, performed in accordance with BR Section 3.2.2.4.14;</li> <li>15. Confirming the Applicant’s control over the FQDN by calling the Domain Contact’s phone number and obtaining a confirming response to validate the authorized Domain Name. Each phone call can confirm control of multiple authorized Domain Names provided that the same Domain Contact phone number is listed for each authorized Domain</li> </ol>
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<sup>2</sup> DigiCert may continue to re-use information and validations for domains validated under this method per the applicable certificate data reuse periods in section 4.2.1.

	<p>Name being verified and they provide a confirming response for each authorized Domain Name, performed in accordance with BR Section 3.2.2.4.15;</p> <p>16. Confirming the Applicant's control over the FQDN by calling the DNS TXT Record Phone Contact's phone number and obtaining a confirming response to validate the authorized Domain Name. Each phone call can confirm control of multiple authorized Domain Names provided that the same DNS TXT Record Phone Contact phone number is listed for each authorized Domain Name being verified and they provide a confirming response for each authorized Domain Name, performed in accordance with BR Section 3.2.2.4.16;</p> <p>17. Confirming 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 can 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, performed in accordance with BR Section 3.2.2.4.17;</p> <p>18. Confirming the Applicant's control over the FQDN by verifying that the Request Token or Random Value is contained in the contents of a file (such as a Request Token, Random Number that does not appear in the request used to retrieve the file and receipt of a successful HTTP 2xx status code response from the request) performed in accordance with BR section 3.2.2.4.18; and</p> <p>19. 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, performed in accordance with BR section 3.2.2.4.19 and section 8.3 of RFC 8555 as prescribed.</p> <p>All of the above methods for validation, except IP Address (BR Section 3.2.2.4.8) may be used for Wildcard Certificate Domain Name validation along with current best practice of consulting a public suffix list.</p> <p>DigiCert verifies an included country code using (a) the IP Address range assignment by country for either (i) the web site's IP address, as indicated by the DNS record for the web site or (ii) the Applicant's IP address; (b) the ccTLD of the requested Domain Name; or (c) information provided by the Domain Name Registrar.</p>
<p>IV and OV SSL/TLS Server, OSU Server, Object Signing, and Device Certificates (excluding device Certificates issued under the Grid-only arc)</p>	<p>DigiCert validates the Applicant's right to use or control the Domain Name(s) and the country code that will be listed in the Certificate using the DV SSL/TLS Server Certificate validation procedures above.</p> <p>DigiCert also verifies the identity and address of the Applicant using the procedures found in section 3.2.2.1 or section 3.2.3 of the Baseline Requirements.</p> <p>DigiCert verifies any DBA included in a Certificate using a third party or government source, attestation letter, or reliable form of identification in accordance with section 3.2.2 of the Baseline Requirements.</p>

Device Certificates issued under the Grid-only arc	An RA or Trusted Agent validates the applicant's information in accordance with an RPS (or similar document) applicable to the community of interest.
EV SSL/TLS Server and EV Code Signing Certificates	Information concerning organization identity related to the issuance of EV SSL/TLS Server Certificates is validated in accordance with the EV Guidelines.
S/MIME Certificates issued as Level 1-4 Client Certificates.	DigiCert verifies an individual's or organization's right to use or control an email address to be contained in a Certificate that will have the "Secure Email" EKU by doing one of the following: <ol style="list-style-type: none"> <li>1. By verifying domain control over the email domain using one of the procedures listed above in this table under the heading "DV SSL/TLS Server Certificates"; or</li> <li>2. by sending an email message containing a Random Value to the email address to be included in the Certificate and receiving a confirming response through use of the Random Value to indicate that the Applicant and/or Organization owns or controls that same email address.</li> </ol>

DigiCert maintains and utilizes a scoring system to flag certificate requests that potentially present a higher risk of fraud. Those certificate requests that are flagged "high risk" receive additional scrutiny or verification prior to issuance, which may include obtaining additional documentation from or additional communication with the Applicant.

Before issuing an SSL/TLS Server Certificate with a domain name that has not been previously verified as within the scope of an RA's or other Delegated Third Party's allowed domain names, DigiCert establishes that the RA or Delegated Third Party has the right to use the Domain Name by independently verifying the authorization with the domain owner, as described and allowed by the above.

For each IP Address listed in a Certificate, DigiCert confirms that, as of the date the Certificate was issued, the Applicant controlled the IP Address by:

1. Having the Applicant demonstrate practical control over the IP Address by confirming the presence of a Request Token or Random Value contained in the content of a file or webpage in the form of a meta tag under the "/.well-known/pki-validation" directory on the IP Address, performed in accordance with BR Section 3.2.2.5.1;
2. Confirming the Applicant's control over the IP Address by sending a Random Value via email, fax, SMS, or postal mail and then receiving a confirming response utilizing the Random Value, performed in accordance with BR Section 3.2.2.5.2;
3. Performing a reverse-IP address lookup and then verifying control over the resulting Domain Name, as set forth above and in accordance with BR Section 3.2.2.5.3;
4. After July 31, 2019, DigiCert will not perform IP Address validations using the any-other-method method of BR Section 3.2.2.5.4;
5. Confirming the Applicant's control over the IP Address by calling the IP Address Contact's phone number, as identified by the IP Address Registration Authority, and obtaining a response confirming the Applicant's request for validation of the IP Address, performed in accordance with BR Section 3.2.2.5.5;
6. Confirming the Applicant's control over the IP Address by performing the procedure documented for an "http-01" challenge in draft 04 of "ACME IP Identifier Validation Extension," available at <https://tools.ietf.org/html/draft-ietf-acme-ip-04#section-4>, performed in accordance with BR Section 3.2.2.5.6; or
7. Confirming the Applicant's control over the IP Address by performing the procedure documented for a "tls-alpn-01" challenge in draft 04 of "ACME IP Identifier Validation Extension," available at <https://tools.ietf.org/html/draft-ietf-acme-ip-04#section-4>, performed in accordance with BR Section 3.2.2.5.7.

**For FBCA only**

All requests for Issuer CA Certificates or Certificates with an organization’s name that are cross- certified with the FBCA shall include the organization name, address, and documentation of the existence of the organization. For Issuer CA Certificates and CA cross-Certificates, representatives of the DCPA verify the information, in addition to the authenticity of the requesting representative and the representative’s authorization for the Certificate.

DigiCert uses a documented 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.

DigiCert uses data from databases and information sources after DigiCert determines that the sources are:

- not self-reported; and
- the database or the information sources that demonstrate transparent efforts and reported methods to be accurate which can then be verified by DigiCert through analysis of the resource against other known reliable resources.

For Legal Entity Identifier (LEI) numbers listed in Certificates, DigiCert may include the value after verification, through the appropriate mechanism, such as mechanisms provided by Global Legal Entity Identifier Foundation (GLEIF), that the LEI is associated with entity information provided. LEI lookups are treated as an information from a source described above, but not currently relied upon as a primary source of information for verification. Instead, this information is treated as additional correlation of identity information found in the certificate and provided in the certificate for the convenience and use of data researchers and the legal entities operating the certificates.

### 3.2.3. Authentication of Individual Identity

If a Certificate will contain the identity of an individual, then DigiCert or an RA validates the identity of the individual using the following procedures:

<b>Certificate</b>	<b>Validation</b>
IV SSL/TLS Server Certificates and Object Signing Certificates (issued to an individual)	<ol style="list-style-type: none"><li data-bbox="560 1205 1346 1549">1. <ol style="list-style-type: none"><li data-bbox="599 1205 1346 1392">a. DigiCert or the RA obtains and reviews a legible copy, which discernibly shows the Applicant’s face, of at least one currently valid government-issued photo ID (passport, driver’s license, military ID, national ID, or equivalent document type). DigiCert or the RA inspects the copy for any indication of alteration or falsification.</li><li data-bbox="599 1392 1346 1549">b. For Object Signing Certificates, a validation specialist also engages in a videoconference call with the Applicant, who must present their photo ID and sign a Declaration of Identity, witnessed by the validation specialist, which is recorded as evidence.</li></ol></li><li data-bbox="560 1570 1346 1654">2. DigiCert may additionally cross-check the Applicant’s name and address for consistency with available third-party data sources.</li><li data-bbox="560 1696 1346 1812">3. If further assurance is required, then the Applicant must provide an additional form of identification, such as recent utility bills, financial account statements, credit card, an additional ID credential, or equivalent document type.</li></ol>

Certificate	Validation
	<p>4. DigiCert or the RA confirms that the Applicant is able to receive communication by telephone, postal mail/courier, or fax.</p> <p>If DigiCert cannot verify the Applicant's identity using the procedures described above, then the Applicant must submit a Declaration of Identity that is witnessed and signed by a Registration Authority, Trusted Agent, notary, lawyer, accountant, postal carrier, or any entity certified by a State or National Government as authorized to confirm identities.</p>
Device Certificate Sponsors	See section 3.2.3.3
OSU Server Certificates	DigiCert verifies that the requester is a duly authorized representative of the organization as an employee, partner, member, agent, etc., and is authorized to act on behalf of the organization.
EV Certificates issued to a business entity	As specified in section 11.2.1(3) of the EV Guidelines
Grid-only Certificates	Either the RA responsible for the grid community or a Trusted Agent obtains an identity document during a face-to-face meeting with the Applicant, or a Trusted Agent attests that the Applicant is personally known to the Trusted Agent. The RA must retain sufficient information about the applicant's identity to prove upon DigiCert's request that the applicant was properly identified.
Authentication-Only Certificates	The entity controlling the secure location must represent that the certificate holder is authorized to access the location.
Level 1 Client Certificates – Personal (email Certificates) <sup>3</sup>	As specified in Section 3.2.2 (no identity verification other than control of the email address listed in the Certificate).
Level 1 Client Certificates – Enterprise (email certificates)	<p>Any one of the following:</p> <ol style="list-style-type: none"> <li>1. In-person appearance before a person performing identity proofing for a Registration Authority or a Trusted Agent with presentment of an identity credential (e.g., driver's license or birth certificate).</li> <li>2. Using procedures similar to those used when applying for consumer credit and authenticated through information in consumer credit databases or government records, such as: <ol style="list-style-type: none"> <li>a. the ability to place or receive calls from a given number; or</li> <li>b. the ability to obtain mail sent to a known physical address.</li> </ol> </li> <li>3. Through information derived from an ongoing business relationship with the credential provider or a partner company (e.g., a financial institution, airline, employer, or retail company). Acceptable information includes: <ol style="list-style-type: none"> <li>a. the ability to obtain mail at the billing address used in the business relationship;</li> </ol> </li> </ol>

<sup>3</sup> DigiCert and its subordinate Issuer CAs do not delegate validation of the domain portion of an e-mail address in S/MIME certificates. DigiCert and the subordinate Issuer CAs may rely upon validation the root CA has performed for an Authorized Domain Name as being valid domain names. If DigiCert is verifying the domain portion, then DigiCert will use a process the CA/B Forum authorized to meet this requirement as listed in this section.

Certificate	Validation
	<ul style="list-style-type: none"> <li>b. verification of information established in previous transactions (e.g., previous order number); or</li> <li>c. the ability to place calls from or receive phone calls at a phone number used in previous business transactions.</li> </ul> <p>4. Any method used to verify the identity of an Applicant for a Level 2, 3, or 4 Client Certificate.</p>
<p>Level 2 Client Certificates and IGTF Classic/MICS Certificates</p>	<p>The CA or an RA confirms that the following are consistent with the application and sufficient to identify a unique individual:</p> <ul style="list-style-type: none"> <li>(a) the name on the government-issued photo-ID referenced below;</li> <li>(b) date of birth; and</li> <li>(c) current address or personal telephone number.</li> </ul> <p>1. In-person appearance before a person performing identity proofing for a Registration Authority or a Trusted Agent (or entity certified by a state, federal, or national entity as authorized to confirm identities) with presentation of a reliable form of current government-issued photo ID.</p> <p>2. The Applicant must possess a valid, current, government-issued, photo ID. The Registration Authority or Trusted Agent performing identity proofing must obtain and review, which may be through remote verification, the following information about the Applicant: (i) name, date of birth, and current address or telephone number; (ii) serial number assigned to the primary, government-issued photo ID; and (iii) one additional form of ID such as another government-issued ID, an employee or student ID card number, telephone number, a financial account number (e.g., checking account, savings account, loan or credit card), or a utility service account number (e.g., electricity, gas, or water) for an address matching the applicant's residence. Identity proofing through remote verification may rely on database record checks with an agent/institution or through credit bureaus or similar databases. DigiCert or an RA may confirm an address by issuing credentials in a manner that confirms the address of record or by verifying knowledge of recent account activity associated with the Applicant's address and may confirm a telephone number by sending a challenge-response SMS text message or by recording the applicant's voice during a communication after associating the telephone number with the applicant in records available to DigiCert or the RA.</p> <p>3. Where DigiCert or an RA has a current and ongoing relationship with the Applicant, identity may be verified through the exchange of a previously exchanged shared secret (e.g., a PIN or password) that meets or exceeds NIST SP 800-63 Level 2 entropy requirements, provided that: (a) identity was originally established with the degree of rigor equivalent to that required in 1 or 2 above using a government-issued photo-ID, and (b) an ongoing relationship exists sufficient to ensure the Applicant's continued personal possession of the shared secret.</p>

Certificate	Validation
	4. Any of the methods used to verify the identity of an applicant for a DigiCert Level 3 or 4 Client Certificate.
Level 3 Client Certificates	<p>In-person proofing<sup>4</sup> before an RA, Trusted Agent, or an entity certified by a state, federal, or national entity that is authorized to confirm identities<sup>5</sup>. The information must be collected and stored in a secure manner. Required identification consists of one unexpired Federal/National Government-issued Picture I.D. (e.g. a passport), a REAL ID, or two unexpired Non-Federal Government I.D.s, one of which must be a photo I.D. Acceptable forms of government ID include a driver's license, state-issued photo ID card, passport, national identity card, permanent resident card, trusted traveler card, tribal ID, military ID, or similar photo identification document. See e.g. USCIS Form I-9.</p> <p>The person performing identity proofing examines the credentials and determines whether they are authentic and unexpired and checks the provided information (name, date of birth, and current address) to ensure legitimacy. The Applicant signs a Declaration of Identity<sup>6</sup>, defined below, to which the person performing identity proofing attests. DigiCert or the RA reviews and keeps a record of the Declaration of Identity.</p> <p>DigiCert also employs the in-person antecedent process, defined in FBCA Supplementary Antecedent, In-Person Definition, to meet this in-person identity proofing requirement. Under this definition, historical in-person identity proofing is sufficient if (1) it meets the thoroughness and rigor of in-person proofing described above, (2) supporting ID proofing artifacts exist to substantiate the antecedent relationship, and (3) mechanisms are in place that bind the individual to the asserted identity.</p> <p>In one use case, the Applicant (e.g. an employee) has been identified previously by an employer using USCIS Form I-9 and is bound to the asserted identity remotely through the use of known attributes or shared secrets.</p> <p>In another use case, DigiCert uses a third party Identity Verification Provider that constructs a real-time, five-question process, based on multiple historic antecedent databases, and the Applicant is given</p>

<sup>4</sup> For FBCA only, the option of supervised remote is allowed if it meets the requirements associated with supervised remote identity proofing are in NIST 800-63A, Digital Identity Guidelines: Enrollment and Identity Proofing, section 5.3.3.

<sup>5</sup>For Level 3 NIST LOA Certificates, the option of supervised remote is used in conjunction with requirements associated with supervised remote identity proofing in NIST 800-63-3, Digital Identity Guidelines Enrollment and Identity Proofing, section 5.3.3.

<sup>6</sup> A Declaration of Identity consists of:

1. the identity of the person performing the verification;
2. a signed declaration by the verifying person stating that they verified the identity of the Subscriber as required using the format set forth at 28 U.S.C. 1746 (declaration under penalty of perjury) or comparable procedure under local law, the signature on the declaration may be either a handwritten or digital signature using a Certificate that is of equal or higher level of assurance as the credential being issued;
3. unique identifying number(s) from the Applicant's identification document(s), or a facsimile of the ID(s);
4. the date of the verification; and
5. a declaration of identity by the Applicant that is signed (in handwriting or using a digital signature that is of equivalent or higher assurance than the credential being issued) in the presence of the person performing the verification using the format set forth at 28 U.S.C. 1746 (declaration under penalty of perjury) or comparable procedure under local law.

Certificate	Validation
	<p>two minutes to answer at least four of the five questions correctly for FBCA Certificates<sup>7</sup>.</p> <p>For NIST LOA 3 Client Certificates DigiCert may use a third party Identity Verification Provider to confirm identity that: i) requires an applicant to supply personal identifiable information about themselves and ii) verifies the applicant's identity sufficiently to satisfy the level of assurance required for NIST LOA 3. In this process, the Applicant is given fifteen minutes or more to answer four of the five questions correctly.<sup>8</sup></p> <p>The identity of the Applicant must be established no earlier than 30 days prior to initial certificate issuance.</p>
<p>Level 4 Client Certificates (Biometric ID Certificates)</p>	<p>In-person proofing before an RA, Trusted Agent, or an entity certified by a state, federal, or national entity that is authorized to confirm identities. A certified entity must forward the collected information directly to an RA in a secure manner. The Applicant must supply one unexpired Federal/National Government-issued Picture I.D. (e.g. a passport), a REAL ID, or two unexpired Non-Federal Government I.D.s, one of which must be a photo I.D.. Acceptable forms of government ID include a driver's license, state-issued photo ID card, passport, national identity card, permanent resident card, trusted traveler card, tribal ID, military ID, or similar photo identification document. See e.g. USCIS Form I-9. The entity collecting the credentials must also obtain at least one form of biometric data (e.g. photograph or fingerprints) to ensure that the Applicant cannot repudiate the application.</p> <p>The person performing identity verification for DigiCert or the RA examines the credentials for authenticity and validity. The Applicant signs a Declaration of Identity, defined below, to which the person performing identity proofing attests. DigiCert or the RA reviews and keeps a record of the Declaration of Identity.</p> <p>Use of an in-person antecedent is not allowed. The identity of the Applicant must be established by in-person proofing no earlier than 30 days prior to initial certificate issuance. Level 4 Client Certificates are issued in a manner that confirms the Applicant's address.</p>

If in-person identity verification is required and the Applicant cannot participate in face-to-face registration alone (e.g. because Applicant is a network device, minor, or person not legally competent), then the Applicant may be accompanied by a person already certified by the PKI or who has the required identity credentials for a Certificate of the same type applied for by the Applicant. The person accompanying the Applicant (i.e. the "Sponsor") will present information sufficient for registration at the level of the Certificate being requested, for himself or herself, and for the Applicant.

For in-person identity proofing at Levels 3 and 4, DigiCert may rely on an entity certified by a state, federal, or national entity as authorized to confirm identities may perform the authentication on behalf of the RA. The certified entity should forward the information collected from the applicant directly to the RA in a secure manner.

<sup>7</sup> See FBCA Supplementary Antecedent, In-Person Definition.

<sup>8</sup> See NIST 800-63A, Digital Identity Guidelines. Enrollment and Identity Proofing, section 5.3.3 for NIST LOA 3 Certificates.

**For FBCA only**

In the event an Applicant for a FBCA Certificate is denied a credential based on the results of the identity proofing process, the DigiCert, any of its Issuer CAs or RAs must provide a mechanism for appeal or redress of that decision. DigiCert maintains internal processes to address each of these decisions in order to accommodate the situation and cause of failure. These are available to auditors upon request.

**3.2.3.1. Authentication for Role-based Client Certificates**

DigiCert may issue Certificates that identify a specific role that the Subscriber holds, if the role identifies a specific individual within an organization (e.g., *Chief Information Officer* is a unique individual whereas *Program Analyst* is not). These role-based Certificates are used when non-repudiation is desired. DigiCert only issues role-based Certificates to Subscribers who first obtain an individual Subscriber Certificate that is at the same or higher assurance level as the requested role-based Certificate. DigiCert may issue Certificates with the same role to multiple Subscribers. However, DigiCert requires that each Certificate have a unique Key Pair. Individuals may not share their issued role-based Certificates and are required to protect the role-based Certificate in the same manner as individual Certificates.

DigiCert verifies the identity of the individual requesting a role-based Certificate (the sponsor) in accordance with Section 3.2.3 before issuing a role-based Certificate. The sponsor must hold a DigiCert-issued client individual Certificate at the same or higher assurance level as the role-based Certificate.

Regarding the issuance of role-based Certificates, this CPS requires compliance with all provisions of DigiCert's CP regarding key generation, private key protection, and Subscriber obligations.

IGTF Certificates are not issued as role-based Certificates.

**For FBCA only**

If the Certificate is a pseudonymous certificate cross-certified with the FBCA that identifies subjects by their organizational roles, then the Issuer CA or RA shall verify that the individual either holds that role or has the authority to sign on behalf of the role.

**3.2.3.2. Authentication for Group Client Certificates**

Group Certificates correspond to a Private Key that is shared by multiple Subscribers, and are issued for allowed programs (if several entities are acting in one capacity and if non-repudiation is not required). Direct Address Certificates and Direct Organizational Certificates are used as group Certificates consistent with applicable requirements of the Direct Program. DigiCert or the RA records the information identified in Section 3.2.3 for a sponsor before issuing a group Certificate. The sponsor must be at least an Information Systems Security Officer (ISSO) or of the equivalent rank or greater within the organization.

The sponsor is responsible for ensuring control of the Private Key. The sponsor must maintain and continuously update a list of Subscribers with access to the Private Key and account for the time period during which each Subscriber had control of the key. Group Certificates may list the identity of an individual in the subjectName DN provided that the subjectName DN field also includes a text string, such as "Direct Group Cert," so that the Certificate specifies the subject is a group and not a single individual. Client Certificates issued in this way to an organization are always considered group client Certificates.

### 3.2.3.3. Authentication of Devices with Human Sponsors

DigiCert issues Level 1, 2, 3 or 4 Client and Federated Device Certificates for use on computing or network devices, provided that the entity owning the device is listed as the subject. In all cases, the device has a human sponsor who provides:

1. Equipment identification (e.g., serial number) or service name (e.g., DNS name);
2. Equipment Public Keys;
3. Equipment authorizations and attributes (if any are to be included in the Certificate); and
4. Contact information.

If the Certificate's sponsor changes, the new sponsor is required to review the status of each device to ensure it is still authorized to receive Certificates. Each sponsor is required to provide proof that the device is still under the sponsor's control or responsibility on request. Sponsors are contractually obligated to notify DigiCert if the equipment is no longer in use, no longer under their control or responsibility, or no longer requires a Certificate. All registration is verified commensurate with the requested certificate type.

### 3.2.4. Non-verified Subscriber Information

The common name of a Level 1 - Personal Client Certificates is not verified as the legal name of the Subscriber. DV SSL/TLS Server Certificates do not include a verified organizational identity. Any other non-verified information included in a Certificate is designated as such in the Certificate. Unverified information is never included in a Level 2, Level 3, Level 4, Object Signing, EV SSL/TLS Server, or Federated Device Certificate. OU information is generally not verified except where verification is required by industry standards.

### 3.2.5. Validation of Authority

The authorization of a certificate request is verified as follows:

Certificate	Verification
DV SSL/TLS Server Certificate	The authority of the requester is verified by using one or more of the procedures listed in section 3.2.2.4. of the Baseline Requirements.
OV SSL/TLS Server and Federated Device Certificates	The request is verified using a Reliable Method of Communication, in accordance with section 3.2.5 of the Baseline Requirements.
OSU Server Certificates	DigiCert verifies that the requester is a duly authorized representative of the organization as an employee, partner, member, agent, etc., and is authorized to act on behalf of the organization.
EV Certificates	The request is verified in accordance with section 11.8.3 of the EV Guidelines.
Object Signing Certificates and Adobe Signing Certificates	If the Certificate names an organization, the requester's contact information is verified with an authoritative source within the applicant's organization using a Reliable Method of Communication. The contact information is then used to confirm the authenticity of the certificate request.
Level 1 Client Certificates Personal (email Certificates) and Enterprise (email Certificates)	The authority of the request is verified through the email address listed in the Certificate or with a person who has technical or administrative control over the domain or the email address to be listed in the Certificate.
Client Certificates Levels 2, 3 and 4 Certificates	The organization named in the Certificate confirms to DigiCert or an RA that the individual is authorized to obtain the Certificate. The organization is required to request revocation of the Certificate when that affiliation ends.
Direct Address and Direct Organization Certificates	The entity named in the Certificate authorizes a HISP to order the Certificate and use the related Private Key on the entity's behalf.

<b>Certificate</b>	<b>Verification</b>
	The HISP ISSO is responsible for tracking access to and ensuring proper use of the Private Key.
IGTF Certificates	An authorized individual approves the certificate request. For device Certificates, the RA retains contact information for each device's registered owner. The device owner is required to notify the RA and request revocation if the device sponsor is no longer authorized to use the device or the FQDN in the Certificate.

An organization may limit who is authorized to request Certificates by sending a request to DigiCert. A request to limit authorized individuals is not effective until approved by DigiCert. DigiCert will respond to an organization's verified request for DigiCert's list of its authorized requesters.

### **3.2.6. Criteria for Interoperation**

Interoperation with DigiCert PKI is permitted pursuant to the CP.

## **3.3. IDENTIFICATION AND AUTHENTICATION FOR RE-KEY REQUESTS**

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

Subscribers may request re-key of a Certificate prior to a Certificate's expiration. After receiving a request for re-key, DigiCert creates a new Certificate with the same certificate contents except for a new Public Key and, optionally, an extended validity period. If the Certificate has an extended validity period, DigiCert may perform some revalidation of the Applicant but may also rely on information previously provided or obtained.

Subscribers re-establish their identity as follows:

<b>Certificate</b>	<b>Routine Re-Key Authentication</b>	<b>Re-Verification Required</b>
DV and OV SSL/TLS Server and Device Certificates	Username and password	According to the Baseline Requirements
EV SSL/TLS Certificates	Username and password	According to the EV Guidelines
Subscriber Code Signing Certificates (Minimum Requirements and EV)	Username and password	At least every 39 months
Signing Authority EV Code Signing Certificates	Username and password	At least every 123 months
Timestamp EV Code Signing Certificates	Username and password	At least every 123 months
Object Signing Certificates (including Adobe Signing Certificates)	Username and password	At least every six years
Level 1 Client Certificates	Username and password or a challenge phrase	At least every nine years
Level 2 Client Certificates	Current signature key or multi-factor authentication meeting NIST SP 800-63 Level 3 or a challenge phrase	At least every nine years
Level 3 and 4 Client Certificates	Current signature key or multi-factor authentication meeting NIST SP 800-63 Level 3	At least every nine years
Federated Device and Federated Device-hardware	Current signature key or multi-factor authentication meeting NIST-800-63 Level 3	At least every nine years

<b>Certificate</b>	<b>Routine Re-Key Authentication</b>	<b>Re-Verification Required</b>
IGTF Certificates	Username and password, RA attestation after comparison of identity documents, re-authenticate through an approved IdM, or through associated Private Key	At least every 13 months. However, Certificates associated with a Private Key restricted solely to a hardware token may be rekeyed or renewed for a period of up to 5 years
Authentication-Only Certificates	Username and password or with associated Private Key	None

DigiCert does not re-key a Certificate without additional authentication if doing so would allow the Subscriber to use the Certificate beyond the limits described above.

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

If a Certificate was revoked for any reason other than a renewal, update, or modification action, then the Subscriber must undergo the initial registration process prior to rekeying the Certificate.

### **3.4. IDENTIFICATION AND AUTHENTICATION FOR REVOCATION REQUEST**

DigiCert or an RA authenticates all revocation requests. DigiCert may authenticate revocation requests by referencing the Certificate's Public Key, regardless of whether the associated Private Key is compromised.

## **4. CERTIFICATE LIFE-CYCLE OPERATIONAL REQUIREMENTS**

### **4.1. CERTIFICATE APPLICATION**

#### **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 DigiCert.

EV Certificate requests must be submitted by an authorized Certificate Requester and approved by a Certificate Approver. The certificate request must be accompanied by a signed (in writing or electronically) Subscriber Agreement from a Contract Signer.

DigiCert does not issue Certificates to entities on a government denied list maintained by the United States or that is located in a country with which the laws of the United States prohibit doing business.

#### **4.1.2. Enrollment Process and Responsibilities**

In no particular order, the enrollment process includes:

1. Submitting a certificate application;
2. Generating a Key Pair;
3. Delivering the Public Key of the Key Pair to DigiCert;
4. Agreeing to the applicable Subscriber Agreement; and
5. Paying any applicable fees.

### **4.2. CERTIFICATE APPLICATION PROCESSING**

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

After receiving a certificate application, DigiCert or an RA verifies the application information and other information in accordance with Section 3.2. Prior to issuing a publicly-trusted SSL/TLS Server Certificate, DigiCert checks the DNS for the existence of a CAA record for each `dNSName` in the `subjectAltName` extension of the certificate to be issued, according to the procedure in RFC 6844. If the Certificate is issued, it will be issued within the Time to Live (TTL) of the CAA record, or 8 hours, whichever is greater. DigiCert logs actions taken based on CAA records, and documents issuance prevented by CAA for feedback to the CA/Browser Forum. DigiCert processes the “issue” and “issuewild” property tags and may not dispatch reports of issuance requests to the contact(s) listed in an “iodef” property tag. CAA checking is optional for Certificates issued by a Technically Constrained Subordinate CA Certificate as set out in Baseline Requirements section 7.1.5. The Certification Authority CAA identifying domains for CAs that DigiCert recognizes: are “`digicert.com`”, “`digicert.ne.jp`”, “`cybertrust.ne.jp`”, “`symantec.com`”, “`thawte.com`”, “`geotrust.com`”, “`quovadis.com`”, “`rapidssl.com`”, “`digitalcertvalidation.com`” (with reseller-specific licensed prefixes) and any domain containing those identifying domains as suffixes (e.g. `example.digicert.com`).

If an RA assists in the verification, the RA must create and maintain records sufficient to establish that it has performed its required verification tasks and communicate the completion of such performance to DigiCert. After verification is complete, DigiCert evaluates the corpus of information and decides whether or not to issue the Certificate. As part of this evaluation, DigiCert checks the Certificate against an internal database of previously revoked Certificates and rejected certificate requests to identify suspicious certificate requests. If some or all of the documentation used to support an application is in a language other than English, a DigiCert employee, RA, or agent skilled in the language performs the final cross-correlation and due diligence.

DigiCert considers a source's availability, purpose, and reputation when determining whether a third-party source is reasonably reliable. DigiCert does not consider a database, source, or form of identification reasonably reliable if DigiCert or the RA is the sole source of the information.

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

DigiCert rejects any certificate application that DigiCert or an RA cannot verify. DigiCert does not issue Certificates containing a new gTLD under consideration by ICANN until the gTLD has been approved. DigiCert may also reject a certificate application if DigiCert believes that issuing the Certificate could damage or diminish DigiCert's reputation or business.

Except for Enterprise EV Certificates, EV Certificate issuance approval requires two separate DigiCert validation specialists. The second validation specialist cannot be the same individual who collected the documentation and originally approved the EV Certificate. The second validation specialist reviews the collected information and documents any discrepancies or details that require further explanation. The second validation specialist may require additional explanations and documents prior to authorizing the Certificate's issuance. Enterprise RAs may perform the final cross-correlation and due diligence described herein using a single person representing the Enterprise RA. If satisfactory explanations and/or additional documents are not received within a reasonable time, DigiCert will reject the EV Certificate request and notify the Applicant accordingly.

If the certificate application is not rejected and is successfully validated in accordance with this CPS, DigiCert will approve the certificate application and issue the Certificate. DigiCert is not liable for any rejected Certificate and is not obligated to disclose the reasons for a rejection. Rejected Applicants may re-apply. Subscribers are required to check the Certificate's contents for accuracy prior to using the certificate.

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

Under normal circumstances, DigiCert verifies an Applicant's information and issues a digital Certificate within a reasonable time frame. Issuance time frames are greatly dependent on when the Applicant provides the details and documentation necessary to complete validation. For non-EV SSL/TLS Server Certificates, DigiCert will usually complete the validation process and issue or reject a certificate application within two working days after receiving all of the necessary details and documentation from the Applicant, although events outside of the control of DigiCert can delay the issuance process.

### **4.3. CERTIFICATE ISSUANCE**

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

DigiCert confirms the source of a certificate request before issuance. For TLS certificates, DigiCert does not issue end entity Certificates directly from its root Certificates. DigiCert logs those SSL/TLS Server Certificates intended to be trusted in Chrome in two or more Certificate Transparency databases. See RFC 6962. Certificate issuance by the Root CA requires an individual authorized by DigiCert (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. Databases and CA processes occurring during certificate issuance are protected from unauthorized modification. After issuance is complete, the Certificate is stored in a database and sent to the Subscriber.

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

DigiCert may deliver Certificates in any secure manner within a reasonable time after issuance. Generally, DigiCert delivers Certificates via email to the email address designated by the Subscriber during the application process.

#### **4.4. CERTIFICATE ACCEPTANCE**

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

Subscribers are solely responsible for installing the issued Certificate on the Subscriber's computer or hardware security module. Certificates are considered accepted 30 days after the Certificate's issuance, or earlier upon use of the Certificate when evidence exists that the Subscriber used the Certificate.

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

DigiCert publishes all CA Certificates in its repository. DigiCert publishes end-entity Certificates by delivering them to the Subscriber.

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

RAs may receive notification of a Certificate's issuance if the RA was involved in the issuance process.

<b>For FBCA only</b>
The FPKIPA shall be notified at least two weeks prior to the issuance of a new CA certificate or issuance of new inter-organizational CA cross-certificates. The notification shall assert that the new CA cross-certification does not introduce multiple paths to a CA already participating in the FPKI. In addition, all new artifacts (CA certificates, CRL DP, AIA and/or SIA URLs, etc.) produced as a result of the CA certificate issuance shall be provided to the FPKIPA within 24 hours following issuance.

#### **4.5. KEY PAIR AND CERTIFICATE USAGE**

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

Use of the Private Key corresponding to the public key in the certificate is only permitted once the Subscriber agrees to the Subscriber Agreement and accepted the certificate. The certificate shall be used lawfully in accordance with DigiCert's Subscriber Agreement the terms of this CP and the relevant CPS.

Subscribers are contractually obligated to protect their Private Keys from unauthorized use or disclosure, discontinue using a Private Key after expiration or revocation of the associated Certificate, and use Certificates in accordance with their intended purpose.

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

Relying Parties may only use software that is compliant with X.509, IETF RFCs, and other applicable standards. DigiCert does not warrant that any third party software will support or enforce the controls and requirements found herein.

A Relying Party should use discretion when relying on a Certificate and should consider the totality of the circumstances and risk of loss prior to relying on a Certificate. If the circumstances indicate that additional assurances are required, the Relying Party must obtain such assurances before using the Certificate. Any warranties provided by DigiCert are only valid if a Relying Party's reliance was reasonable and if the Relying Party adhered to the Relying Party Agreement set forth in the DigiCert repository.

A Relying Party should rely on a digital signature or SSL/TLS handshake only if:

1. the digital signature or SSL/TLS session was created during the operational period of a valid Certificate and can be verified by referencing a valid Certificate,
2. the Certificate is not revoked and the Relying Party checked the revocation status of the Certificate prior to the Certificate's use by referring to the relevant CRLs or OCSP responses, and
3. the Certificate is being used for its intended purpose and in accordance with this CPS.

Before relying on a time-stamp token, a Relying Party must:

1. verify that the time-stamp token has been correctly signed and that the Private Key used to sign the time-stamp token has not been compromised prior to the time of the verification,
2. take into account any limitations on the usage of the time-stamp token indicated by the time-stamp policy, and
3. take into account any other precautions prescribed in this CPS or elsewhere.

## **4.6. CERTIFICATE RENEWAL**

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

DigiCert may renew a Certificate if:

1. the associated Public Key has not reached the end of its validity period,
2. the Subscriber and attributes are consistent, and
3. the associated Private Key remains uncompromised.

DigiCert may also renew a Certificate if a CA Certificate is re-keyed or as otherwise necessary to provide services to a customer. DigiCert may notify Subscribers prior to a Certificate's expiration date. Certificate renewal requires payment of additional fees. DigiCert may renew a certificate after expiration if the relevant industry permits such practices.

Prior to the expiration of an existing Subscriber's Certificate, it is necessary for the Subscriber to renew the expiring certificate to maintain continuity of Certificate usage.

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

Only the certificate subject or an authorized representative of the certificate subject may request renewal of the Subscriber's Certificates. DigiCert may renew a Certificate without a corresponding request if the signing Certificate is re-keyed.

<b>For FBCA only</b>
For Certificates cross-certified with the FBCA , renewal requests are only accepted from certificate subjects, PKI sponsors, or RAs.

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

Renewal application requirements and procedures are generally the same as those used during the Certificate's original issuance. DigiCert will refresh any information that is older than the periods specified in the Baseline Requirements or EV Guidelines. DigiCert may refuse to renew a Certificate if it cannot verify any rechecked information. If an individual is renewing a client Certificate and the relevant information has not changed, then DigiCert does not require any additional identity vetting. Some device platforms, e.g. Apache, allow renewed use of the Private Key. If the Private Key and domain information have not changed, the Subscriber may renew the SSL/TLS Server Certificate using a previously issued Certificate or provided CSR.

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

DigiCert may deliver the Certificate in any secure fashion, typically by email or by providing the Subscriber a hypertext link to a user id/password-protected location where the subscriber may log in and download the Certificate.

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

Renewed Certificates are considered accepted 30 days after the Certificate's renewal, or earlier upon use of the Certificate when evidence exists that the Subscriber used the Certificate.

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

DigiCert publishes a renewed Certificate by delivering it to the Subscriber. All renewed CA Certificates are published in DigiCert's repository.

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

RAs may receive notification of a Certificate's renewal if the RA was involved in the issuance process.

### **4.7. CERTIFICATE RE-KEY**

Re-keying a Certificate consists of creating a new Certificate with a new Public Key and serial number while keeping the subject information the same.

#### **4.7.1. Circumstance for Certificate Rekey**

Subscribers requesting re-key should identify and authenticate themselves as permitted by section 3.3.1.

<b>For FBCA only</b>
After modifying a Certificate that is cross-certified with the FBCA, the Issuer CA may not re-key, renew, or modify the old Certificate.

After re-keying a Certificate, DigiCert may revoke the old Certificate but may not further re-key, renew, or modify the previous Certificate. Subscribers requesting re-key should identify and authenticate themselves as permitted by section 3.3.1.

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

DigiCert will only accept re-key requests from the subject of the Certificate, an authorized representative for an Organizational certificate, or the PKI sponsor. DigiCert may initiate a certificate re-key at the request of the certificate subject or at DigiCert's own discretion.

#### **4.7.3. Processing Certificate Rekey Requests**

DigiCert will only accept re-key requests from the subject of the Certificate or the PKI sponsor. If the Private Key and any identity and domain information in a Certificate have not changed, then DigiCert can issue a replacement Certificate using a previously issued Certificate or previously provided CSR. DigiCert re-uses existing verification information unless re-verification and authentication is required under section 3.3.1 or if DigiCert believes that the information has become inaccurate.

#### **4.7.4. Notification of Certificate Rekey to Subscriber**

DigiCert notifies the Subscriber within a reasonable time after the Certificate issues.

#### **4.7.5. Conduct Constituting Acceptance of a Rekeyed Certificate**

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

Issued Certificates are considered accepted 30 days after the Certificate is rekeyed, or earlier upon use of the Certificate when evidence exists that the Subscriber used the Certificate.

#### **4.7.6. Publication of the Issued Certificate by the CA**

DigiCert publishes rekeyed Certificates by delivering them to Subscribers.

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

RAs may receive notification of a Certificate's rekey if the RA was involved in the issuance process.

## **4.8. CERTIFICATE MODIFICATION**

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

Modifying a Certificate means creating a new Certificate for the same subject with authenticated information that differs slightly from the old Certificate (e.g., changes to email address or non-essential parts of names or attributes) provided that the modification otherwise complies with this CPS. The new Certificate may have the same or a different subject Public Key.

<b>For FBCA only</b>
After modifying a Certificate that is cross-certified with the FBCA, the Issuer CA may not re-key, renew, or modify the old Certificate.

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

DigiCert modifies Certificates at the request of certain certificate subjects or in its own discretion. DigiCert does not make certificate modification services available to all Subscribers.

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

After receiving a request for modification, DigiCert verifies any information that will change in the modified Certificate. DigiCert will only issue the modified Certificate after completing the verification process on all modified information. DigiCert will not issue a modified Certificate that has a validity period that exceeds the applicable time limits found in section 3.3.1 or 6.3.2.

RAs are required to perform identification and authentication of all modified Subscriber information in terms of Section 3.2.

### **4.8.4. Notification of Certificate Modification to Subscriber**

DigiCert notifies the Subscriber within a reasonable time after the Certificate issues.

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

Modified Certificates are considered accepted 30 days after the Certificate is modified, or earlier upon use of the Certificate when evidence exists that the Subscriber used the Certificate.

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

DigiCert publishes modified Certificates by delivering them to Subscribers.

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

RAs may receive notification of a Certificate's modification if the RA was involved in the issuance process.

## **4.9. CERTIFICATE REVOCATION AND SUSPENSION**

Revocation of a Certificate permanently ends the operational period of the Certificate prior to the Certificate reaching the end of its stated validity period. Prior to revoking a Certificate, DigiCert and Issuer CAs verify that the revocation request was made by either the organization or individual that made the certificate application or by an entity with the legal jurisdiction and authority to request revocation. Issuer CAs are required to provide evidence of the revocation authorization to DigiCert upon request.

<b>For FBCA only</b>
For FBCA certificates, the FPKIPA shall be notified at least two weeks prior to the revocation of a CA Certificate, whenever possible. For emergency revocation, DigiCert follows the notification procedures in section 5.7 of the FBCA CP.

### 4.9.1. Circumstances for Revocation

DigiCert will revoke a Certificate within 24 hours after confirming one or more of the following occurred:

1. The Subscriber requests in writing that DigiCert revoke the Certificate;
2. The Subscriber notifies DigiCert that the original Certificate request was not authorized and does not retroactively grant authorization;
3. DigiCert obtains evidence that the Subscriber's Private Key corresponding to the Public Key in the Certificate suffered a Key Compromise; or
4. DigiCert obtains evidence that the validation of domain authorization or control for any FDQN or IP address in the Certificate should not be relied upon.

DigiCert may revoke a certificate within 24 hours and will revoke a Certificate within 5 days after confirming that one or more of the following occurred:

1. The Certificate no longer complies with the requirements of Sections 6.1.5 and 6.1.6 of the CA/B forum baseline requirements or any section of the Mozilla Root Store policy;
2. DigiCert obtains evidence that the Certificate was misused and/or used outside the intended purpose as indicated by the relevant agreement;
3. The Subscriber or the cross-certified CA breached a material obligation under the CP, this CPS, or the relevant agreement;
4. DigiCert confirms any circumstance indicating that use of a FQDN, IP address, or email 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);
5. For code signing, the Application Software Supplier requests revocation and DigiCert does not intend to pursue an alternative course of action;
6. For code signing, the certificate is being used to sign Suspect Code;
7. DigiCert confirms that a Wildcard Certificate has been used to authenticate a fraudulently misleading subordinate FQDN;
8. DigiCert confirms a material change in the information contained in the Certificate;
9. DigiCert confirms that the Certificate was not issued in accordance with the CA/B forum requirements or relevant browser policy;
10. DigiCert determines or confirms that any of the information appearing in the Certificate is inaccurate;
11. DigiCert's right to issue Certificates under the CA/B forum requirements expires or is revoked or terminated, unless DigiCert has made arrangements to continue maintaining the CRL/OCSP Repository;
12. Revocation is required by the DigiCert CP and/or this CPS; or
13. DigiCert confirms a demonstrated or proven method that exposes the Subscriber's Private Key to compromise, methods have been developed that can easily calculate it based on the Public Key (such as a debian weak key, see <http://wiki.debian.org/SSLkeys>), or if there is clear evidence that the specific method used to generate the Private Key was flawed.

DigiCert may revoke any Certificate in its sole discretion, including if DigiCert believes that:

1. Either the Subscriber's or DigiCert's obligations under the CP or this CPS are delayed or prevented by circumstances beyond the party's reasonable control, including computer or communication failure, and, as a result, another entity's information is materially threatened or compromised;
2. DigiCert received a lawful and binding order from a government or regulatory body to revoke the Certificate;
3. DigiCert ceased operations and did not arrange for another Certificate authority to provide revocation support for the Certificates;

4. The technical content or format of the Certificate presents an unacceptable risk to application software vendors, Relying Parties, or others;
5. The Subscriber was added as a denied party or prohibited person to a blacklist or is operating from a destination prohibited under the laws of the United States;
6. For Adobe Signing Certificates, Adobe has requested revocation; or
7. For code-signing Certificates, the Certificate was used to sign, publish, or distribute malware, code that is downloaded without user consent, or other harmful content.

DigiCert always revokes a Certificate if the binding between the subject and the subject's Public Key in the certificate is no longer valid or if an associated Private Key is compromised.

DigiCert will revoke a Subordinate CA Certificate within seven (7) days after confirming one or more of the following occurred:

1. The Subordinate CA requests revocation in writing;
2. The Subordinate CA notifies DigiCert that the original Certificate request was not authorized and does not retroactively grant authorization;
3. DigiCert 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 Sections 6.1.5 and 6.1.6 of the CA/B forum baseline requirements or any section of the Mozilla Root Store policy;
4. DigiCert obtains evidence that the CA Certificate was misused and/or used outside the intended purpose as indicated by the relevant agreement;
5. DigiCert confirms that the CA Certificate was not issued in accordance with or that Subordinate CA has not complied with this document or the applicable Certificate Policy or Certification Practice Statement;
6. DigiCert determines that any of the information appearing in the CA Certificate is inaccurate or misleading;
7. DigiCert or the Subordinate CA ceases operations for any reason and has not made arrangements for another CA to provide revocation support for the CA Certificate;
8. DigiCert's or the Subordinate CA's right to issue Certificates under the Baseline Requirements expires or is revoked or terminated, unless DigiCert has made arrangements to continue maintaining the CRL/OCSP Repository;
9. Revocation is required by DigiCert's Certificate Policy and/or Certification Practice Statement; or
10. The technical content or format of the CA Certificate presents an unacceptable risk to application software suppliers or Relying Parties.

DigiCert will revoke a cross-Certificate if the cross-certified entity (including DigiCert) no longer meets the stipulations of the corresponding policies, as indicated by policy OIDs listed in the policy mapping extension of the cross-Certificate.

#### **4.9.2. Who Can Request Revocation**

Any appropriately authorized party, such as a recognized representative of a subscriber or cross-signed partner, may request revocation of a Certificate. DigiCert may revoke a Certificate without receiving a request and without reason. Third parties may request certificate revocation for problems related to fraud, misuse, or compromise. Certificate revocation requests must identify the entity requesting revocation and specify the reason for revocation.

DigiCert provides Anti-Malware Organizations, Subscribers, Relying Parties, Application Software Suppliers, and other third parties with clear instructions on how they can report suspected Private Key Compromise, Certificate misuse, Certificates used to sign Suspect Code, Takeover Attacks, or other types of possible fraud, compromise, misuse, inappropriate conduct, or any other matter related to Certificates on the following website: <https://www.digicert.com/certificate-revocation.htm>

### 4.9.3. Procedure for Revocation Request

DigiCert processes a revocation request as follows:

1. DigiCert logs the identity of entity making the request or problem report and the reason for requesting revocation based on the list in section 4.9.1. DigiCert may also include its own reasons for revocation in the log.
2. DigiCert may request confirmation of the revocation from a known administrator, where applicable, via out-of-band communication (e.g., telephone, fax, etc.).
3. If the request is authenticated as originating from the Subscriber, DigiCert revokes the Certificate based on the timeframes listed in 4.9.1 as listed for the reason for revocation.
4. For requests from third parties, DigiCert personnel begin investigating the request within 24 hours after receipt and decide whether revocation is appropriate based on the following criteria:
  - a. the nature of the alleged problem,
  - b. the number of reports received about a particular Certificate or website,
  - c. the identity of the complainants (for example, complaints from a law enforcement official that a web site is engaged in illegal activities have more weight than a complaint from a consumer alleging they never received the goods they ordered), and
  - d. relevant legislation.
5. If DigiCert determines that revocation is appropriate, DigiCert personnel revoke the Certificate and update the CRL.

If DigiCert deems appropriate, DigiCert may forward the revocation reports to law enforcement. DigiCert maintains a continuous 24/7 ability to internally respond to any high priority revocation requests.

<b>For FBCA only</b>
The FPKIPA shall be notified at least two weeks prior to the revocation of a CA Certificate, whenever possible. For emergency revocation, CAs shall follow the notification procedures in Section 5.7.
If it is determined that a private key used to authorize the issuance of one or more certificates may have been compromised, all certificates directly or indirectly authorized by that private key since the date of actual or suspected compromise shall be revoked or shall be verified as appropriately used.

### 4.9.4. Revocation Request Grace Period

Subscribers are required to request revocation within one day after detecting the loss or compromise of the Private Key. DigiCert may grant and extend revocation grace periods on a case-by-case basis. DigiCert reports the suspected compromise of its CA Private Key and requests revocation to both the policy authority and operating authority of the superior issuing CA within one hour of discovery.

### 4.9.5. Time within which CA Must Process the Revocation Request

DigiCert will revoke a CA Certificate within one hour after receiving clear instructions from the DCPA.

Within 24 hours after receiving a Certificate problem report, DigiCert investigates the facts and circumstances related to a Certificate problem report and will provide a preliminary report on its findings to both the Subscriber and the entity who filed the Certificate problem report.

After reviewing the facts and circumstances, DigiCert works with the Subscriber and any entity reporting the Certificate problem report or other revocation-related notice to establish whether or not the certificate will be revoked, and if so, a date which DigiCert will revoke the certificate. The period from receipt of the Certificate problem report or revocation-related notice to published revocation must not exceed the time frame set forth in Section 4.9.1. The date selected by DigiCert will consider the following criteria:

1. The nature of the alleged problem (scope, context, severity, magnitude, risk of harm);

2. The consequences of revocation (direct and collateral impacts to Subscribers and Relying Parties);
3. The number of Certificate problem reports received about a particular Certificate or Subscriber;
4. 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 she didn't receive the goods she ordered); and
5. Relevant legislation.

Under normal operating circumstances, DigiCert will revoke Certificates as quickly as practical after validating the revocation request following the guidelines of this section and Section 4.9.1, generally within the following time frames:

1. Certificate revocation requests for publicly-trusted Certificates are processed within 18 hours after their receipt,
2. Revocation requests received two or more hours before CRL issuance are processed before the next CRL is published, and
3. Revocation requests received within two hours of CRL issuance are processed before the following CRL is published.

DigiCert follows the revocation timeframes specified for malware in the Minimum Requirements for Issuance and Management of Publicly Trusted Code Signing Certificates in section 13.1.5.

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

Prior to relying on information listed in a Certificate, a Relying Party must confirm the validity of each Certificate in the certificate path in accordance with IETF PKIX standards, including checking for certificate validity, issuer-to-subject name chaining, policy and key use constraints, and revocation status through CRLs or OCSP responders identified in each Certificate in the chain.

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

DigiCert uses its offline root CAs to publish CRLs for its intermediate CAs at least every 6 months. For an offline CA that has been cross-signed by the Federal Bridge CA and only issues CA Certificates, certificate-status-checking certificates, or internal administrative Certificates, DigiCert issues a CRL at least every 31 days. All other CRLs are published at least every seven days.

<b>For FBCA only</b>
The interval between routine CRL issuance for offline CAs chaining to the Federal Bridge CA shall not exceed 31 days, and such CAs must meet the requirements specified in section 4.9.12 for issuing Emergency CRLs and are required to notify the DCPA upon Emergency CRL issuance.
If an FBCA Certificate is revoked for reason of key compromise, an interim CRL is published as soon as feasible, but no later than 18 hours after receipt of the notice of key compromise.

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

CRLs for Certificates issued to end entity subscribers are posted automatically to the online repository within a commercially reasonable time after generation, usually within minutes of generation. Irregular, interim, or emergency CRLs and all CRLs for CAs chaining to the Federal Bridge are posted within four hours after generation. Regularly scheduled CRLs are posted prior to the nextUpdate field in the previously issued CRL of the same scope.

<b>For FBCA only</b>
All CRLs for end-entity certs chaining to the Federal Bridge shall be published within four hours of generation. Furthermore, each CRL shall be published no later than the time specified in the nextUpdate field of the previously issued CRL for same scope.

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

DigiCert makes certificate status information available via OCSP for SSL/TLS Server Certificates. OCSP may not be available for other kinds of Certificates. Where OCSP support is required by the applicable CP, OCSP responses are provided within a commercially reasonable time and no later than ten seconds after the request is received, subject to transmission latencies over the Internet.

OCSP responses conform to RFC 5019 and/or RFC 6960. OCSP responses either:

1. Are signed by the CA that issued the Certificates whose revocation status is being checked, or
2. Are signed by an OCSP Responder whose Certificate is signed by the CA that issued the Certificate whose revocation status is being checked.

In the latter case, the OCSP signing Certificate contains an extension of type id-pkix-ocsp-nocheck, as defined by RFC 6960.

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

A relying party must confirm the validity of a Certificate in accordance with section 4.9.6 prior to relying on the Certificate.

DigiCert supports an OCSP capability using the GET method for Certificates issued in accordance with the Baseline Requirements. OCSP Responders under DigiCert's direct control will not respond with a "good" status for a certificate that has not been issued.

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

Not applicable.

#### **4.9.12. Special Requirements Related to Key Compromise**

DigiCert uses commercially reasonable efforts to notify potential Relying Parties if it discovers or suspects the compromise of a Private Key. DigiCert will transition any revocation reason code in a CRL to "key compromise" upon discovery of such reason or as required by an applicable CP.

<b>For FBCA only</b>
If a Certificate is revoked because of compromise, DigiCert will issue a new CRL within 18 hours after receiving notice of the compromise.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

## **4.10. CERTIFICATE STATUS SERVICES**

### **4.10.1. Operational Characteristics**

Certificate status information is available via CRL and OCSP responder. The serial number of a revoked Certificate remains on the CRL until one additional CRL is published after the end of the Certificate's validity period, except for revoked Code Signing Certificates and EV Code Signing Certificates, which remain on the CRL for at least 10 years following the Certificate's validity period. OCSP information for subscriber Certificates is updated at least every four days. OCSP information for subordinate CA Certificates is updated at least every 12 months and within 24 hours after revoking the Certificate.

### **4.10.2. Service Availability**

Certificate status services are available 24x7. This includes the online repository that application software can use to automatically check the current status of all unexpired Certificates issued by DigiCert. DigiCert 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.

DigiCert also maintains a continuous 24x7 ability to respond internally to a high-priority Certificate Problem Report, and where appropriate, forward such a complaint to law enforcement authorities, and/or revoke a Certificate that is the subject of such a complaint.

### **4.10.3. Optional Features**

OCSP Responders may not be available for all certificate types.

## **4.11. END OF SUBSCRIPTION**

A Subscriber's subscription service ends if its Certificate expires or is revoked or if the applicable Subscriber Agreement expires without renewal.

## **4.12. KEY ESCROW AND RECOVERY**

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

DigiCert never escrows CA Private Keys under this CPS.

DigiCert may escrow Subscriber key management keys to provide key recovery services. DigiCert encrypts and protects escrowed Private Keys using the same or a higher level of security as used to generate and deliver the Private Key. Enterprise customers utilizing key escrow software provided by DigiCert may escrow keys within their or DigiCert's infrastructure.

DigiCert allows Subscribers and other authorized entities to recover escrowed (decryption) Private Keys. DigiCert uses multi-person controls during key recovery to prevent unauthorized access to a Subscriber's escrowed Private Keys. DigiCert accepts key recovery requests:

1. From the Subscriber or Subscriber's organization, if the Subscriber has lost or damaged the private-key token;
2. From the Subscriber's organization, if the Subscriber is not available or is no longer part of the organization that contracted with DigiCert for Private Key escrow;
3. From an authorized investigator or auditor, if the Private Key is part of a required investigation or audit;
4. From a requester authorized by a competent legal authority to access the communication that is encrypted using the key;
5. From a requester authorized by law or governmental regulation; or
6. From an entity contracting with DigiCert for escrow of the Private Key when key recovery is mission critical or mission essential.

Entities using DigiCert's key escrow services are required to:

1. Notify Subscribers that their Private Keys are escrowed;
2. Protect escrowed keys from unauthorized disclosure;
3. Protect any authentication mechanisms that could be used to recover escrowed Private Keys;
4. Release an escrowed key only after making or receiving (as applicable) a properly authorized request for recovery; and
5. Comply with any legal obligations to disclose or keep confidential escrowed keys, escrowed key-related information, or the facts concerning any key recovery request or process.

<b>For FBCA only</b>
<p>For Certificates cross- certified with the FBCA, third parties are not permitted to hold the Subscriber signature keys in trust.</p> <p>CA private keys are never escrowed.</p> <p>Subscriber key management keys may be escrowed to provide key recovery. CAs that support private key escrow for key management keys shall do one of the following:</p> <ul style="list-style-type: none"> <li>• Adopt the <i>FPKI Key Recovery Policy</i> (KRP) and develop a Key Recovery Practice Statement (KRPS) describing the procedures and controls implemented to comply with the FPKI KRP; or</li> <li>• Develop a KRP that establishes security and authentication requirements comparable to the FPKI KRP. The KRP may be a separate document or combined with the organization’s Certificate Policy (CP). Develop a KRPS describing the procedures and controls implemented to comply with the organization’s KRP.</li> </ul> <p>In both cases, the KRPS may be a separate document or may be combined with the CPS. Key Recovery policies and practices shall satisfy privacy and security requirements for Issuer CAs that issue and manage digital certificates under the FBCA CP.</p>

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

Not applicable.

## **5. FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS**

### **5.1. PHYSICAL CONTROLS**

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

DigiCert performs its CA and TSA operations from secure and geographically diverse commercial data centers. The data centers are equipped with logical and physical controls that make DigiCert's CA and TSA operations inaccessible to non-trusted personnel. DigiCert operates under a security policy designed to detect, deter, and prevent unauthorized access to DigiCert's operations.

#### **5.1.2. Physical Access**

##### **5.1.2.1. Data Centers**

Systems providing online certificate issuance (e.g. Issuer CAs) are located in commercial data centers. DigiCert protects such online equipment (including certificate status servers and CMS equipment) from unauthorized access and implements physical controls to reduce the risk of equipment tampering. Access to the data centers housing the CA and TSA platforms requires two-factor authentication—the individual must have an authorized access card and pass biometric access control authenticators. These biometric authentication access systems log each use of the access card. DigiCert deactivates and securely stores its CA equipment when not in use in accordance with section 5.1.2.3. Activation data must either be memorized or recorded and stored in a manner commensurate with the security afforded the cryptographic module. Activation data is never stored with the cryptographic module or removable hardware associated with equipment used to administer DigiCert's Private Keys. Cryptographic hardware includes a mechanism to lock the hardware after a certain number of failed login attempts.

The DigiCert data centers are continuously attended. However, if DigiCert ever becomes aware that a data center is to be left unattended or has been left unattended for an extended period of time, DigiCert personnel will perform a security check of the data center to verify that:

1. DigiCert's equipment is in a state appropriate to the current mode of operation,
2. Any security containers are properly secured,
3. Physical security systems (e.g., door locks) are functioning properly, and
4. The area is secured against unauthorized access.

DigiCert's administrators are responsible for making these checks and must sign off that all necessary physical protection mechanisms are in place and activated. The identity of the individual making the check is logged.

##### **5.1.2.2. RA Operations Areas**

DigiCert's RA operations are protected against access from non-authorized individuals. Access to secure areas of buildings requires the use of an "access" or "pass" card. Access card use is logged by the building security system. The exterior and internal passageways of buildings are equipped with motion detecting sensors and video cameras. Similarly, the support and vetting rooms where DigiCert personnel perform identity vetting and other RA functions are equipped with motion-activated video surveillance cameras. Access card logs and video records are reviewed on a regular basis. DigiCert securely stores all removable media and paper containing sensitive plain-text information related to its CA or RA operations in secure containers.

##### **5.1.2.3. Offline CA Key Storage Rooms**

DigiCert securely stores the cryptomodules used to generate and store offline CA Private Keys. Access to the rooms used for key storage is controlled and logged by the building access card system. When not in use during a key ceremony, CA cryptomodules are locked in a safe that provides two-person physical access control. Activation data is protected in accordance with section 6.4. Cryptomodule activation keys (operator

cards and PED keys) are either sealed in tamper-evident bags and placed in safe deposit boxes or stored in the two-person safe when not in use. Access to the safe is manually logged. Access card logs and the manual logs of access to the safe are reviewed on a regular basis.

#### **5.1.2.4. CA Key Generation and Signing Rooms**

CA key generation and signing occurs either in the secure storage room described in section 5.1.2.3 or in a room of commensurate security in close proximity thereto. DigiCert's CA Administrators retrieve cryptographic materials necessary to perform key generation and certificate signing. At no time are cryptographic materials left unattended by fewer than two persons serving in trusted roles.

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

Data centers have primary and secondary power supplies that ensure continuous and uninterrupted access to electric power. Uninterrupted power supplies (UPS) and diesel generators provide redundant backup power. DigiCert monitors capacity demands and makes projections about future capacity requirements to ensure that adequate processing power and storage are available.

DigiCert's data center facilities use multiple load-balanced HVAC systems for heating, cooling, and air ventilation through perforated-tile raised flooring to prevent overheating and to maintain a suitable humidity level for sensitive computer systems.

#### **5.1.4. Water Exposures**

The cabinets housing DigiCert's CA and TSA systems are located on raised flooring, and the data centers are equipped with monitoring systems to detect excess moisture.

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

The data centers are equipped with fire suppression mechanisms.

#### **5.1.6. Media Storage**

DigiCert protects its media from accidental damage, environmental hazards, and unauthorized physical access. Backup files are created on a daily basis. DigiCert's backup files are maintained at locations separate from DigiCert's primary data operations facility.

#### **5.1.7. Waste Disposal**

All unnecessary copies of printed sensitive information are shredded on-site before disposal. All electronic media are physically destroyed or are overwritten multiple times to prevent the recovery of the data.

#### **5.1.8. Off-site Backup**

DigiCert maintains at least one full backup and makes regular backup copies of any information necessary to recover from a system failure. Backup copies of CA Private Keys and activation data are stored for disaster recovery purposes off-site in safe deposit boxes located inside federally insured financial institutions and are accessible only by trusted personnel.

#### **5.1.9. Certificate Status Hosting, CMS and External RA Systems**

All physical control requirements under Section 5.1 apply equally to any Certificate Status Hosting, CMS, or external RA system.

### **5.2. PROCEDURAL CONTROLS**

#### **5.2.1. Trusted Roles**

Personnel acting in trusted roles include CA, TSA, and RA system administration personnel, and personnel involved with identity vetting and the issuance and revocation of Certificates. The functions and duties performed by persons in trusted roles are distributed so that one person alone cannot circumvent security measures or subvert the security and trustworthiness of the PKI or TSA operations. Trusted roles are

appointed by senior management. A list of personnel appointed to trusted roles is maintained and reviewed annually.

#### **5.2.1.1. CA Administrators**

The CA Administrator installs and configures the CA software, including key generation, key backup, and key management. The CA Administrator performs and securely stores regular system backups of the CA system. Administrators do not issue Certificates to Subscribers.

#### **5.2.1.2. Registration Officers – CMS, RA, Validation and Vetting Personnel**

The Registration Officer role is responsible for issuing and revoking Certificates, including enrollment, identity verification, and compliance with required issuance and revocation steps such as managing the certificate request queue and completing certificate approval checklists as identity vetting tasks are successfully completed.

#### **5.2.1.3. System Administrators/ System Engineers (Operator)**

The System Administrator / System Engineer installs and configures system hardware, including servers, routers, firewalls, and network configurations. The System Administrator / System Engineer also keeps CA, CMS and RA systems updated with software patches and other maintenance needed for system stability and recoverability.

#### **5.2.1.4. Internal Auditors**

Internal Auditors are responsible for reviewing, maintaining, and archiving audit logs and performing or overseeing internal compliance audits to determine if DigiCert, an Issuer CA, or RA is operating in accordance with this CPS or an RA's Registration Practices Statement.

#### **5.2.1.5. RA Administrators**

RA Administrators install, configure and manage the RA software, including the assignment of Issuer CAs and certificate profiles to customer accounts.

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

DigiCert requires that at least two people acting in a trusted role (one the CA Administrator and the other not an Internal Auditor) take action requiring a trusted role for the most sensitive tasks, such as activating DigiCert's Private Keys, generating a CA Key Pair, or backing up a DigiCert Private Key. The Internal Auditor may serve to fulfill the requirement of multiparty control for physical access to the CA system but not logical access.

### **5.2.3. Identification and Authentication for each Role**

All personnel are required to authenticate themselves to CA, TSA, and RA systems before they are allowed access to systems necessary to perform their trusted roles.

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

Roles requiring a separation of duties include:

1. Those performing authorization functions such as the verification of information in certificate applications and approvals of certificate applications and revocation requests,
2. Those performing backups, recording, and record keeping functions;
3. Those performing audit, review, oversight, or reconciliation functions; and
4. Those performing duties related to CA/TSA key management or CA/TSA administration.

To accomplish this separation of duties, DigiCert specifically designates individuals to the trusted roles defined in Section 5.2.1 above. DigiCert appoints individuals to only one of the Registration Officer, Administrator, Operator, or Internal Auditor roles. Individuals designated as Registration Officer or Administrator may perform Operator duties, but an Internal Auditor may not assume any other role. DigiCert's systems identify and authenticate individuals acting in trusted roles, restrict an individual from assuming multiple roles, and prevent any individual from having more than one identity.

### 5.3. PERSONNEL CONTROLS

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

The DCPA is responsible and accountable for DigiCert's PKI operations and ensures compliance with this CPS and the CP. DigiCert's personnel and management practices provide reasonable assurance of the trustworthiness and competence of its employees and of the satisfactory performance of their duties.

<b>For FBCA only</b>
All trusted roles for Issuer CAs issuing Federated Device Certificates, Client Certificates at Levels 3-US and 4-US (which are intended for interoperability through the Federal Bridge CA at id-fpki-certpcy-mediumAssurance and id-fpki-certpcy-mediumHardware) shall be held by citizens of the United States or the country where the Issuer CA is located. In addition to the above, an individual performing a trusted role for an RA may be a citizen of the country where the RA is located

There is no citizenship requirement for personnel performing trusted roles associated with the issuance of other kinds of Certificates.

Management and operational support personnel involved in time-stamp operations possess experience with information security and risk assessment and knowledge of time-stamping technology, digital signature technology, mechanisms for calibration of time stamping clocks with UTC, and security procedures. The DCPA ensures that all individuals assigned to trusted roles have proof of the requisite background, qualifications, and experience needed to perform their prospective job responsibilities competently and satisfactorily, to perform their duties under this CPS.

#### 5.3.2. Background Check Procedures

DigiCert verifies the identity of each employee appointed to a trusted role and performs a background check prior to allowing such person to act in a trusted role. DigiCert requires each individual to appear in-person before a human resources employee whose responsibility it is to verify identity. The human resources employee verifies the individual's identity using government-issued photo identification (e.g., passports and/or driver's licenses reviewed pursuant to U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, or comparable procedure for the jurisdiction in which the individual's identity is being verified). Background checks may include a combination of the following as required; verification of individual identity, employment history, education, character references, social security number, previous residences, driving records, professional references, and criminal background. Checks of previous residences are over the past three years. All other checks are for the previous five years. These procedures shall be subject to any limitations on background checks imposed by local law. To the extent one of the requirements imposed by this section cannot be met due to a prohibition or limitation in local law, the investigating entity shall utilize a substitute investigative technique permitted by law that provides substantially similar information, including but not limited to obtaining a background check performed by the applicable governmental agency.

The highest education degree obtained is verified regardless of the date awarded. Based upon the information obtained during the background check, the human resources department makes an adjudication decision, with the assistance of legal counsel when necessary, as to whether the individual is suitable for the position to which they will be assigned. Background checks are refreshed and re-adjudication occurs at least every five years.

These procedures are subject to any limitations on background checks imposed by local law. To the extent one of the requirements imposed by this section cannot be met by DigiCert due to a prohibition or limitation in local law, DigiCert utilizes a substitute investigative technique permitted by law that provides substantially similar information, including but not limited to obtaining a background check performed by the applicable governmental agency. These substitutions will not be allowed for any applicant for a trusted role performing duties or that has access to the FBCA related Certificate systems and information.

### **5.3.3. Training Requirements**

DigiCert provides relevant skills training to all employees involved in DigiCert's PKI and TSA operations. The training relates to the person's job functions and covers:

1. basic Public Key Infrastructure (PKI) knowledge,
2. software versions used by DigiCert,
3. authentication and verification policies and procedures,
4. DigiCert security principles and mechanisms,
5. disaster recovery and business continuity procedures,
6. common threats to the validation process, including phishing and other social engineering tactics, and
7. CA/Browser Forum Guidelines and other applicable industry and government guidelines.

Training is provided via a mentoring process involving senior members of the team to which the employee belongs.

DigiCert maintains records of who received training and what level of training was completed. Registration Officers must have the minimum skills necessary to satisfactorily perform validation duties before being granted validation privileges. All Registration Officers are required to pass an internal examination on the EV Guidelines and the Baseline Requirements prior to validating and approving the issuance of Certificates. Where competence is demonstrated in lieu of training, DigiCert maintains supporting documentation.

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

Employees must maintain skill levels that are consistent with industry-relevant training and performance programs in order to continue acting in trusted roles. DigiCert makes all employees acting in trusted roles aware of any changes to DigiCert's operations. If DigiCert's operations change, DigiCert will provide documented training, in accordance with an executed training plan, to all employees acting in trusted roles.

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

Not applicable.

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

DigiCert employees and agents failing to comply with this CPS, whether through negligence or malicious intent, are subject to administrative or disciplinary actions, including termination of employment or agency and criminal sanctions. If a person in a trusted role is cited by management for unauthorized or inappropriate actions, the person will be immediately removed from the trusted role pending management review. After management has reviewed and discussed the incident with the employee involved, management may reassign that employee to a non-trusted role or dismiss the individual from employment as appropriate.

### **5.3.7. Independent Contractor Requirements**

Independent contractors who are assigned to perform trusted roles are subject to the duties and requirements specified for such roles in this Section 5.3 and are subject to sanctions stated above in Section 5.3.6.

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

Personnel in trusted roles are provided with the documentation necessary to perform their duties, including a copy of the CP, this CPS, EV Guidelines, and other technical and operational documentation needed to maintain the integrity of DigiCert's CA operations. Personnel are also given access to information on internal systems and security documentation, identity vetting policies and procedures, discipline-specific books, treatises and periodicals, and other information.

## 5.4. AUDIT LOGGING PROCEDURES

### 5.4.1. Types of Events Recorded

DigiCert's systems require identification and authentication at system logon with a unique user name and password. Important system actions are logged to establish the accountability of the operators who initiate such actions.

For FBCA only
Audit log files shall be generated for all events relating to the security of the FBCA or Issuer CAs. For Issuer CAs operated in a virtual machine environment (VME) <sup>9</sup> , audit logs shall be generated for all applicable events on both the virtual machine (VM) and isolation kernel (i.e. hypervisor).
Event logs required for the FBCA will be recorded in accordance with section 5.4.1 in the FBCA CP.

DigiCert enables all essential event auditing capabilities of its CA and TSA applications in order to record the events listed below. If DigiCert's applications cannot automatically record an event, DigiCert implements manual procedures to satisfy the requirements. For each event, DigiCert records the relevant (i) date and time, (ii) type of event, (iii) success or failure, and (iv) user or system that caused the event or initiated the action. DigiCert records the precise time of any significant TSA events. All event records are available to auditors as proof of DigiCert's practices. Logs are maintained to the standard per the requirements of the relevant policies and programs.

DigiCert records at least the following events:

1. CA key lifecycle management events, including:
  - a. Key generation, backup, storage, recovery, archival, and destruction; and
  - b. Cryptographic device lifecycle management events.
2. CA and Subscriber Certificate lifecycle management events, including:
  - a. Certificate requests, renewal, and re-key requests, and revocation;
  - b. All verification activities stipulated in the CABF Requirements, the DigiCert CP, and this CPS;
  - c. Date, time, phone number used, persons spoken to, and end results of verification telephone calls;
  - d. Acceptance and rejection of certificate requests;
  - e. Issuance of Certificates; and
  - f. Generation of Certificate Revocation Lists and OCSP entries.
3. Security events, including:
  - a. Successful and unsuccessful PKI system access attempts;
  - b. PKI and security system actions performed;
  - c. Security profile changes;
  - d. System crashes, hardware failures, and other anomalies;
  - e. Firewall and router activities; and
  - f. Entries to and exits from the CA facility.

Log entries include the following elements:

1. Date and time of entry;
2. Identity of the person making the journal entry; and
3. Description of the entry.

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<sup>9</sup> For the purposes of the FBCA CP, the definition of a virtual machine environment does not include cloud-based solutions (e.g. platform-as-a-service) or container-type solutions (e.g. Docker), which are not permitted for any CA cross-certified with the FBCA.

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

As required, generally within at least once every two months, a DigiCert administrator reviews the logs generated by DigiCert's systems, makes system and file integrity checks, and conducts a vulnerability assessment. The administrator may perform the checks using automated tools. During these checks, the administrator (1) checks whether anyone has tampered with the log, (2) scans for anomalies or specific conditions, including any evidence of malicious activity, and (3) prepares a written summary of the review. Any anomalies or irregularities found in the logs are investigated. The summaries include recommendations to DigiCert's operations management committee and are made available to DigiCert's auditors upon request. DigiCert documents any actions taken as a result of a review.

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

Audit logs related to publicly trusted SSL/TLS Certificates are retained for at least seven (7) years or in accordance with section 5.5.2. DigiCert retains audit logs on-site until after they are reviewed. The individuals who remove audit logs from DigiCert's CA systems are different than the individuals who control DigiCert's signature keys.

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

CA audit log information is retained on equipment until after it is copied by a system administrator. DigiCert's CA and TSA systems are configured to ensure that (i) only authorized people have read access to logs, (ii) only authorized people may archive audit logs, and (iii) audit logs are not modified. 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 a backup site. DigiCert's off-site storage location is a safe and secure location that is separate from the location where the data was generated.

DigiCert makes time-stamping records available when required to prove in a legal proceeding that DigiCert's time-stamping services are operating correctly. Audit logs are made available to auditors upon request.

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

DigiCert makes regular backup copies of audit logs and audit log summaries and saves a copy of the audit log to a secure, off-site location on at least a monthly basis.

Where required, DigiCert creates incremental backups of audit logs daily and full backups weekly.

#### **5.4.6. Audit Collection System (internal vs. external)**

Automatic audit processes begin on system startup and end at system shutdown. If an automated audit system fails and the integrity of the system or confidentiality of the information protected by the system is at risk, DigiCert's Administrators and the DCPA shall be notified and the DCPA will consider suspending the CA's or RA's operations until the problem is remedied.

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

No stipulation.

#### **5.4.8. Vulnerability Assessments**

DigiCert performs annual risk assessments that identify and assess reasonably foreseeable internal and external threats that could result in unauthorized access, disclosure, misuse, alteration, or destruction of any certificate data or certificate issuance process. DigiCert also routinely assesses the sufficiency of the policies, procedures, information systems, technology, and other arrangements that DigiCert has in place to control such risks. DigiCert's Internal Auditors review the security audit data checks for continuity. DigiCert's audit log monitoring tools alert the appropriate personnel of any events, such as repeated failed actions, requests for privileged information, attempted access of system files, and unauthenticated responses.

## **5.5. RECORDS ARCHIVAL**

DigiCert complies with all record retention policies that apply by law and retrieved as necessary by request of authorized parties. DigiCert includes sufficient detail in all archived records to show that a Certificate or time-stamp token was issued in accordance with this CPS.

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

DigiCert retains the following information in its archives (as such information pertains to DigiCert's CA / TSA operations):

1. Accreditations of DigiCert,
2. CP and CPS versions,
3. Contractual obligations and other agreements concerning the operation of the CA / TSA,
4. System and equipment configurations, modifications, and updates,
5. Rejection or acceptance of a certificate request,
6. Certificate issuance, rekey, renewal, and revocation requests,
7. Sufficient identity authentication data to satisfy the identification requirements of Section 3.2, including information about telephone calls made for verification purposes,
8. Any documentation related to the receipt or acceptance of a Certificate or token,
9. Subscriber Agreements,
10. Issued Certificates,
11. A record of certificate re-keys,
12. CRLs for CAs cross-certified with the Federal Bridge CA,
13. Data or applications necessary to verify an archive's contents,
14. Compliance auditor reports,
15. Changes to DigiCert's audit parameters,
16. Any attempt to delete or modify audit logs,
17. CA Key generation and destruction,
18. Access to Private Keys for key recovery purposes,
19. Changes to trusted Public Keys,
20. Export of Private Keys,
21. Approval or rejection of a revocation request,
22. Appointment of an individual to a trusted role,
23. Destruction of a cryptographic module,
24. Certificate compromise notifications,
25. Remedial action taken as a result of violations of physical security, and
26. Violations of the CP or CPS.

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

DigiCert retains archived data associated with Level 3 or Level 4, and federated device Certificates for at least 10.5 years. DigiCert, or the RA supporting issuance, archives data for other certificate types for at least 7.5 years.

### **5.5.3. Protection of Archive**

Archive records are stored at a secure location and are maintained in a manner that prevents unauthorized modification, substitution, or destruction. Archives are not released except as allowed by the DCPA or as required by law. DigiCert maintains any software application required to process the archive data until the data is either destroyed or transferred to a newer medium.

If DigiCert needs to transfer any media to a different archive site or equipment, DigiCert will maintain both archived locations and/or pieces of equipment until the transfer are complete. All transfers to new archives will occur in a secure manner.

#### **5.5.4. Archive Backup Procedures**

On at least an annual basis, DigiCert creates an archive of the data listed in section 5.5.1. Each archive is stored separately and available for integrity verification at a later date. DigiCert stores the archive in a secure location for the duration of the set retention period.

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

DigiCert automatically time-stamps archived records with system time (non-cryptographic method) as they are created. DigiCert synchronizes its system time at least every eight hours using a real time value distributed by a recognized UTC(k) laboratory or National Measurement Institute.

#### **5.5.6. Archive Collection System (internal or external)**

Archive information is collected internally by DigiCert.

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

Details concerning the creation and storage of archive information are found in section 5.5.4. After receiving a request made for a proper purpose by a Customer, its agent, or a party involved in a dispute over a transaction involving the DigiCert PKI, DigiCert may elect to retrieve the information from archival. The integrity of archive information is verified by comparing a hash of the archive disk with the hash originally stored for that disk, as described in Section 5.5.4. DigiCert may elect to transmit the relevant information via a secure electronic method or courier, or it may also refuse to provide the information in its discretion and may require prior payment of all costs associated with the data.

### **5.6. KEY CHANGEOVER**

Key changeover procedures enable the smooth transition from expiring CA Certificates to new CA Certificates. Towards the end of a CA Private Key's lifetime, DigiCert ceases using the expiring CA Private Key to sign Certificates and uses the old Private Key only to sign CRLs and OCSP responder Certificates. A new CA signing Key Pair is commissioned and all subsequently issued Certificates and CRLs are signed with the new private signing key. Both the old and the new Key Pairs may be concurrently active. This key changeover process helps minimize any adverse effects from CA certificate expiration. The corresponding new CA Public Key Certificate is provided to subscribers and relying parties through the delivery methods detailed in Section 6.1.4. Where DigiCert has cross-certified another CA that is in the process of a key rollover, DigiCert obtains a new CA Public Key (PKCS#10) or new CA Certificate from the other CA and distributes a new CA cross Certificate following the procedures described above.

<b>For FBCA only</b>
Issuer CAs cross-certified with the FBCA must be able to continue to interoperate with the FBCA after the FBCA performs a key rollover, whether or not the FBCA DN is changed. Issuer CAs either must establish key rollover Certificates as described above or must obtain a new CA Certificate for the new Public Key from the issuers of their current Certificates.
After DigiCert performs a Key Changeover when cross-certified with the FBCA, DigiCert may continue to issue CRLs with the old key until all certificates signed with that key have expired. As an alternative, after all certificates signed with that old key have been revoked, DigiCert may issue a final long- term CRL using the old key, with a nextUpdate time past the validity period of all issued certificates. This final CRL shall be available for all relying parties until the validity period of all issued certificates has past. Once the last CRL has been issued, the old private signing key of DigiCert may be destroyed.

## 5.7. COMPROMISE AND DISASTER RECOVERY

### 5.7.1. Incident and Compromise Handling Procedures

DigiCert maintains incident response procedures to guide personnel in response to security incidents, natural disasters, and similar events that may give rise to system compromise. DigiCert reviews, tests, and updates its incident response plans and procedures on at least an annual basis.

<p><b>For FBCA only</b></p> <p>For CAs that are cross-certified with the FBCA, the CA shall notify the FPKIPA within 24 hours and provide preliminary remediation analysis of the following:</p> <ol style="list-style-type: none"><li>1. suspected or detected compromise of the CA systems;</li><li>2. physical or electronic attempts to penetrate CA systems;</li><li>3. denial of service attacks on CA components; or</li><li>4. any incident preventing the CA from issuing a CRL within 24 hours of the time specified in the next update field of its currently valid CRL.</li></ol> <p>Within 10 business days of incident resolution, the CA shall post a notice on its public web page identifying the incident and provide notification to the FPKIPA. The public notice shall include the following:</p> <ol style="list-style-type: none"><li>1. Which CA components were affected by the incident;</li><li>2. The CA's interpretation of the incident;</li><li>3. Who is impacted by the incident;</li><li>4. When the incident was discovered;</li><li>5. A complete list of all certificates that were either issued erroneously or not compliant with the CP/CPS as a result of the incident; and</li><li>6. A statement that the incident has been fully remediated</li></ol> <p>The notification provided directly to the FPKIPA shall also include detailed measures taken to remediate the incident.</p>
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### 5.7.2. Computing Resources, Software, and/or Data Are Corrupted

DigiCert makes regular system backups weekly basis and maintains backup copies of its CA Private Keys, which are stored in a secure, separate location. If DigiCert discovers that any of its computing resources, software, or data operations have been compromised, DigiCert assesses the threats and risks that the compromise presents to the integrity or security of its operations or those of affected parties. If DigiCert determines that a continued operation could pose a significant risk to Relying Parties or Subscribers, DigiCert suspends such operation until it determines that the risk is mitigated.

### 5.7.3. Entity Private Key Compromise Procedures

If DigiCert suspects that one of its CA Private Keys has been compromised or lost then an emergency response team will convene and assess the situation to determine the degree and scope of the incident and take appropriate action. Specifically, DigiCert will:

1. Collect information related to the incident;
2. Begin investigating the incident and determine the degree and scope of the compromise;
3. Have its incident response team determine and report on the course of action or strategy that should be taken to correct the problem and prevent reoccurrence;
4. If appropriate, contact government agencies, law enforcement, and other interested parties and activate any other appropriate additional security measures;
5. If the compromise involves a Private Key used to sign time-stamp tokens, provide a description of the compromise to Subscribers and Relying Parties;
6. Notify any cross-certified entities of the compromise so that they can revoke their cross-Certificates;

7. Make information available that can be used to identify which Certificates and time-stamp tokens are affected, unless doing so would breach the privacy of a DigiCert user or the security of DigiCert's services;
8. Monitor its system, continue its investigation, ensure that data is still being recorded as evidence, and make a forensic copy of data collected;
9. Isolate, contain, and stabilize its systems, applying any short-term fixes needed to return the system to a normal operating state;
10. Prepare and circulate an incident report that analyzes the cause of the incident and documents the lessons learned; and
11. Incorporate lessons learned into the implementation of long term solutions and the Incident Response Plan.

DigiCert may generate a new Key Pair and sign a new Certificate. If a disaster physically damages DigiCert's equipment and destroys all copies of DigiCert's signature keys then DigiCert will provide notice to affected parties at the earliest feasible time.

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

To maintain the integrity of its services, DigiCert implements data backup and recovery procedures as part of its Business Continuity Management Plan (BCMP). Stated goals of the BCMP are to ensure that certificate status services be only minimally affected by any disaster involving DigiCert's primary facility and that DigiCert be capable of maintaining other services or resuming them as quickly as possible following a disaster. DigiCert reviews, tests, and updates the BCMP and supporting procedures at least annually.

DigiCert's systems are redundantly configured at its primary facility and are mirrored at a separate, geographically diverse location for failover in the event of a disaster. If a disaster causes DigiCert's primary CA or TSA operations to become inoperative, DigiCert will re-initiate its operations at its secondary location giving priority to the provision of certificate status information and time stamping capabilities, if affected.

#### **5.8. CA OR RA TERMINATION**

Before terminating its CA or TSA activities, DigiCert will:

1. Provide notice and information about the termination by sending notice by email to its customers, Application Software Vendors, and cross-certifying entities and by posting such information on DigiCert's web site; and
2. Transfer all responsibilities to a qualified successor entity.

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

1. 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;
2. revoke all Certificates that are still un-revoked or un-expired on a date as specified in the notice and publish final CRLs;
3. destroy all Private Keys; and
4. make other necessary arrangements that are in accordance with this CPS.

DigiCert has made arrangements to cover the costs associated with fulfilling these requirements in case DigiCert becomes bankrupt or is unable to cover the costs. Any requirements of this section that are varied by contract apply only the contracting parties.

<b>For FBCA only</b>
Any issued certificates that have not expired, shall be revoked and a final long term CRL with a nextUpdate time past the validity period of all issued certificates shall be generated. This final CRL shall be available for all relying parties until the validity period of all issued certificates has past. Once the last CRL has been issued, the private signing key(s) of the FBCA will be destroyed.

Whenever possible, the FPKIPA shall be notified at least two weeks prior to the termination of any CA cross-certified with the FBCA. For emergency termination, DigiCert will follow the notification procedures in Section 5.7.

## **6. TECHNICAL SECURITY CONTROLS**

### **6.1. KEY PAIR GENERATION AND INSTALLATION**

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

All keys must be generated using a FIPS-approved method or equivalent international standard.

DigiCert's CA Key Pairs are generated by multiple trusted individuals acting in trusted roles and using a cryptographic hardware device as part of scripted key generation ceremony. The cryptographic hardware is evaluated to FIPS 140-2 Level 3. Activation of the hardware requires the use of two-factor authentication tokens. DigiCert creates auditable evidence during the key generation process to prove that the CPS was followed and role separation was enforced during the key generation process. DigiCert requires that an external auditor witness the generation of or review a recording of any CA keys to be used as publicly trusted root Certificates or to sign EV Certificates. For other CA key pair generation ceremonies, an Internal Auditor, external auditor, or independent third party attends the ceremony, or an external auditor examines the signed and documented record of the key generation ceremony, as allowed by applicable policy.

Subscribers must generate their keys in a manner that is appropriate for the certificate type. DigiCert never creates key pairs for publicly trusted SSL/TLS Server Certificates. Certificates issued at Level 3 Hardware or at Level 4 Biometric must be generated on validated hardware cryptographic modules using a FIPS-approved method. For Adobe Signing Certificates, Subscribers must generate their Key Pairs in a medium that prevents exportation or duplication and that meets or exceeds FIPS 140-2 Level 3 certification standards.

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

If DigiCert, a CMS, or an RA generates a key for a Subscriber, then it must deliver the Private Key securely to the Subscriber. Keys may be delivered electronically (such as through secure email or stored in a cloud-based system) or on a hardware cryptographic module. In all cases:

1. Except where escrow/backup services are authorized and permitted, the key generator must not retain access to the Subscriber's Private Key after delivery,
2. The key generator must protect the Private Key from activation, compromise, or modification during the delivery process,
3. The Subscriber must acknowledge receipt of the Private Key(s), typically by having the Subscriber use the related Certificate, and
4. The key generator must deliver the Private Key in a way that ensures that the correct tokens and activation data are provided to the correct Subscribers, including:
  - a. For hardware modules, the key generator maintaining accountability for the location and state of the module until the Subscriber accepts possession of it, and
  - b. For electronic delivery of Private Keys, the key generator encrypting key material using a cryptographic algorithm and key size at least as strong as the Private Key. The key generator shall deliver activation data using a separate secure channel.

The entity assisting the Subscriber with key generation shall maintain a record of the Subscriber's acknowledgement of receipt of the device containing the Subscriber's Key Pair. A CMS or RA providing key delivery services is required to provide a copy of this record to DigiCert.

SSL/TLS and S/MIME email signature certificates shall not be distributed as PKCS#12 packages. S/MIME encryption certificates can be distributed as PKCS#12 packages using secure channels and sufficiently secure passwords sent out of band from the package.

### 6.1.3. Public Key Delivery to Certificate Issuer

Subscribers generate Key Pairs and submit the Public Key to DigiCert in a CSR as part of the certificate request process.

<b>For FBCA only</b>
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The certificate request for FBCA Certificates, where the party named in a certificate generates its own keys, shall ensure that the Applicant possesses the Private Key associated with the Public Key presented for certification. The delivery mechanism shall bind the subscriber's verified identity to the public key. If cryptography is used to achieve the binding, the cryptography must be at least as strong as the CA keys used to sign the Certificate.
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### 6.1.4. CA Public Key Delivery to Relying Parties

DigiCert's Public Keys are provided to Relying Parties as specified in a certificate validation or path discovery policy file, as trust anchors in commercial browsers and operating system root store, and/or as roots signed by other CAs. All accreditation authorities supporting DigiCert Certificates and all application software providers are permitted to redistribute DigiCert's root anchors.

DigiCert may also distribute Public Keys that are part of an updated signature Key Pair as a self-signed Certificate, as a new CA Certificate, or in a key roll-over Certificate. Relying Parties may obtain DigiCert's self-signed CA Certificates from DigiCert's web site or by email.

### 6.1.5. Key Sizes

DigiCert generally follows the NIST timelines in using and retiring signature algorithms and key sizes. Accordingly, DigiCert is phasing out its use of the SHA-1 hash algorithm and only follows the specifications of Mozilla Root Store policy for SHA-1 for TLS certificates. Currently, DigiCert generates and uses at least the following minimum key sizes, signature algorithms, and hash algorithms for signing Certificates, CRLs, and certificate status server responses for policy OID arcs of 2.16.840.1.114412.1, 2.16.840.1.114412.2, the legacy arcs in section 1.1, or 2.16.840.1.114412.4 (for FBCA Certificates):

- 2048-bit or greater RSA Key (with a modulus size in bits divisible by 8);
- 256-bit ECDSA Key with Secure Hash Algorithm version 2 (SHA-256);
- 384-bit ECDSA Key with Secure Hash Algorithm version 3 (SHA-384); or
- a hash algorithm that is equally or more resistant to a collision attack allowed by the references in sections 1.1 and 1.6.3.

Certificates that do not assert these certificate policies (see other policies listed in Section 1.2) may also be signed using the SHA-1 hash algorithm, provided that its use otherwise complies with requirements of the CA/Browser Forum, the Mozilla Root Store policy, other policies and programs listed in section 1.1 and 1.6.3, or the relevant CP. Signatures on CRLs, OCSP responses, and OCSP responder Certificates that provide status information for Certificates that were generated using SHA-1 may continue to be generated using the SHA-1 algorithm if it is compliant with all applicable programs listed in section 1.1. All other signatures on CRLs, OCSP responses, and OCSP responder Certificates must use the SHA-256 hash algorithm or one that is equally or more resistant to collision attack.

DigiCert requires end-entity Certificates to contain a key size that is at least 2048 bits for RSA, DSA, or Diffie-Hellman and 224 bits for elliptic curve algorithms.

DigiCert may require higher bit keys in its sole discretion if it is compliant with references in section 1.1 and 1.6.3.

Any Root Certificates participating in the AATL program issued after July 1, 2017 must be at least 3072-bit for RSA and 256-bit for ECDSA.

DigiCert and Subscribers may fulfill the transmission security requirements under the CP and this CPS using TLS or another protocol that provides similar security, provided the protocol requires at least AES 128 bits or equivalent for the symmetric key and at least 2048-bit RSA or equivalent for the asymmetric keys.

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

DigiCert uses a cryptomodule that conforms to FIPS 186-2 and provides random number generation and on-board generation of Public Keys and a wide range of ECC curves. The value of this public exponent equates to an odd number equal to three or more.

### **6.1.7. Key Usage Purposes (as per X.509 v3 key usage field)**

DigiCert's Certificates include key usage extension fields that specify the intended use of the Certificate and technically limit the Certificate's functionality in X.509v3-compliant software.

The use of a specific key is determined by the key usage extension in the X.509 Certificate.

Private Keys corresponding to Root CA Certificates are not used to sign Certificates except in the following cases:

1. Self-signed Certificates to represent the Root CA itself;
2. Certificates for Subordinate CAs and Cross Certificates;
3. Certificates for infrastructure purposes (e.g. administrative role certificates, internal CA operational device certificates; and
4. Certificates for OCSP Response verification

Subscriber Certificates assert key usages based on the intended application of the Key Pair and cannot include anyExtendedKeyUsage.

Key usage bits and extended key usages are specified in the certificate profile for each type of Certificate. DigiCert's CA Certificates have at least two key usage bits set: keyCertSign and cRLSign, and for signing OCSP responses, the digitalSignature bit is also set.

Except for legacy applications using Level 1-3 and requiring a single key for dual use with both encryption and signature, DigiCert does not issue Certificates with key usage for both signing and encryption. Instead, DigiCert issues Subscribers two Key Pairs—one for key management and one for digital signature and authentication. For Certificates at Levels 1, 2 and 3 that are used for signing and encryption in support of legacy applications, they must:

1. be generated and managed in accordance with their respective signature certificate requirements, except where otherwise noted in this CPS,
2. never assert the non-repudiation key usage bit, and
3. not be used for authenticating data that will be verified on the basis of the dual-use Certificate at a future time.

No Level 4 Certificates may have such dual-use Key Pairs.

<b>For FBCA only</b>
For End Entity certificates issued after June 30, 2019, the Extended Key Usage extension shall always be present and shall not contain anyExtendedKeyUsage {2.5.29.37.0}. Extended Key Usage OIDs shall be consistent with key usage bits asserted.
If a certificate is used for authentication of ephemeral keys, the Key Usage bit in the certificate must assert the digitalSignature bit and may or may not assert keyEncryption and keyAgreement depending on the public key in the certificate.

## 6.2. PRIVATE KEY PROTECTION AND CRYPTOGRAPHIC MODULE ENGINEERING CONTROLS

### 6.2.1. Cryptographic Module Standards and Controls

DigiCert's cryptographic modules for all of its CA and OCSP responder Key Pairs are validated to the FIPS 140-2 Level 3. IGTF Certificate Subscribers must protect their Private Keys in accordance with the applicable Guidelines on Private Key Protection, including the use of strong pass phrases to protect Private Keys.

Cryptographic module requirements for subscribers and registration authorities are shown in the table below.

Assurance Level	Subscriber	Registration Authority
<b>EV Code Signing</b>	FIPS 140-2 Level 2 (Hardware)	FIPS 140-2 Level 2 (Hardware)
<b>Adobe Signing</b>	FIPS 140-2 Level 2 (Hardware)	FIPS 140-2 Level 2 (Hardware)
<b>Rudimentary</b>	N/A	FIPS 140-2 Level 1 (Hardware or Software)
<b>Level 1 - Rudimentary</b>	N/A	FIPS 140-2 Level 1 (Hardware or Software)
<b>Level 2 – Basic</b>	FIPS 140-2 Level 1 (Hardware or Software)	FIPS 140-2 Level 1 (Hardware or Software)
<b>Level 3 - Medium</b>	FIPS 140-2 Level 1 (Software) FIPS 140-2 Level 2 (Hardware)	FIPS 140-2 Level 2 (Hardware)
<b>Medium</b>	FIPS 140-2 Level 1 (Software) FIPS 140 Level 2 (Hardware)	FIPS 140-2 Level 2 (Hardware)
<b>Medium Hardware, Biometric /Hardware Authentication</b>	FIPS 140-2 Level 2 (Hardware)	FIPS 140-2 Level 2 (Hardware)

DigiCert ensures that the Private Key of an EV Code Signing Certificate is properly generated, used, and stored in a cryptomodule that meets or exceeds the requirements of FIPS 140-2 level 2 by (i) shipping conforming cryptomodules with preinstalled Key Pairs, (ii) communicating via PKCS#11 crypto APIs of cryptomodules that DigiCert has verified meet or exceed requirements, or (iii) obtaining a suitable IT audit from the Subscriber that indicates compliance with FIPS 140-2 level 2 or the equivalent.

### 6.2.2. Private Key (n out of m) Multi-person Control

DigiCert's authentication mechanisms are protected securely when not in use and may only be accessed by actions of multiple trusted persons.

Backups of CA Private Keys are securely stored off-site and require two-person access. Re-activation of a backed-up CA Private Key (unwrapping) requires the same security and multi-person control as when performing other sensitive CA Private Key operations.

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

DigiCert does not escrow its signature keys. Subscribers may not escrow their private signature keys. DigiCert may provide escrow services for other types of Certificates in order to provide key recovery as described in section 4.12.1.

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

DigiCert's Private Keys are generated and operated inside DigiCert's cryptographic module, which has been evaluated to at least FIPS 140-2 Level 3. When keys are transferred to other media for backup and disaster recovery purposes, the keys are transferred and stored in an encrypted form. DigiCert's CA Key Pairs are backed up by multiple trusted individuals using a cryptographic hardware device as part of scripted and video-recorded key backup process.

DigiCert may provide backup services for Private Keys that are not required to be kept on a hardware device. Access to back up Certificates is protected in a manner that only the Subscriber can control the Private Key. Backed up keys are never stored in a plain text form outside of the cryptographic module.

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

DigiCert does not archive Private Keys.

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

All keys must be generated by and in a cryptographic module. Private Keys are exported from the cryptographic module into backup tokens only for HSM transfer, offline storage, and backup purposes. The Private Keys are encrypted when transferred out of the module and never exist in plaintext form. When transported between cryptographic modules, DigiCert encrypts the Private Key and protects the keys used for encryption from disclosure. Private Keys used to encrypt backups are securely stored and require two-person access. If DigiCert becomes aware that a Subordinate CA's Private Key has been communicated to an unauthorized person or an organization not affiliated with the Subordinate CA, then DigiCert will revoke all certificates that include the Public Key corresponding to the communicated Private Key.

If DigiCert pre-generates private keys and transfers them into a hardware token, for example transferring generated end-user Subscriber private keys into a smart card, it will securely transfer such private keys into the token to the extent necessary to prevent loss, theft, modification, unauthorized disclosure, or unauthorized use of such private keys.

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

DigiCert's Private Keys are generated and stored inside DigiCert's cryptographic module, which has been evaluated to at least FIPS 140-2 Level 3. Root Private Keys are stored offline in cryptographic modules or backup tokens as described above in Sections 6.2.2, 6.2.4, and 6.2.6.

### **6.2.8. Method of Activating Private Keys**

DigiCert's Private Keys are activated according to the specifications of the cryptographic module manufacturer. Activation data entry is protected from disclosure.

Subscribers are solely responsible for protecting their Private Keys in a manner commensurate with the Certificate type. Subscribers should use a strong password or equivalent authentication method to prevent unauthorized access or use of the Subscriber's Private Key. Subscribers should also take commercially reasonable measures for the physical protection of their workstation to prevent use of the workstation and its associated private key without the Subscriber's authorization. When deactivated, private keys shall be kept in encrypted form only and secured. At a minimum, Subscribers are required to authenticate themselves to the cryptographic module before activating their Private Keys. *See also* Section 6.4.

**For FBCA only**

The Subscriber must be authenticated to the cryptographic module before the activation of any private key(s). Acceptable means of authentication include but are not limited to pass-phrases, PINs or biometrics. When pass-phrases or PINs are used, they shall be a minimum of six (6) characters. Entry of activation data shall be protected from disclosure (i.e., the data should not be displayed while it is entered).

**6.2.9. Method of Deactivating Private Keys**

DigiCert’s Private Keys are deactivated via logout procedures on the applicable HSM device when not in use. DigiCert never leaves its HSM devices in an active unlocked or unattended state.

Subscribers should deactivate their Private Keys via logout and removal procedures when not in use.

**6.2.10. Method of Destroying Private Keys**

DigiCert personnel, acting in trusted roles, destroy CA, RA, and status server Private Keys when no longer needed. Subscribers shall destroy their Private Keys when the corresponding Certificate is revoked or expired or if the Private Key is no longer needed.

DigiCert may destroy a Private Key by deleting it from all known storage partitions. DigiCert also zeroizes the HSM device and associated backup tokens according to the specifications of the hardware manufacturer. This reinitializes the device and overwrites the data with binary zeros. If the zeroization or re-initialization procedure fails, DigiCert will crush, shred, and/or incinerate the device in a manner that destroys the ability to extract any Private Key.

**6.2.11. Cryptographic Module Rating**

See Section 6.2.1.

**6.3. OTHER ASPECTS OF KEY PAIR MANAGEMENT**

**6.3.1. Public Key Archival**

DigiCert archives copies of Public Keys in accordance with Section 5.5.

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

DigiCert Certificates have maximum validity periods of:

Type	Private Key Use <sup>10</sup>	Certificate Term
Publicly Trusted Root CAs	No stipulation	25 years
Root CAs (U.S. Federal per FBCA CP § 6.3.2)	20 years	37 years
Root CAs Not Otherwise Restricted	No stipulation	100 years
Publicly Trusted Sub CAs / Issuer CAs	No stipulation	15 years
FBCA-Cross-certified Sub CAs	6 years (period of key use for signing Certificates)	10 years (key still signs CRLs, OCSP responses, and OCSP responder Certificates)
IGTF Cross-certified Sub CA <sup>11</sup>	6 years	15 years
CRL and OCSP responder signing for DirecTrust	3 years	31 days
CRL and OCSP responder signing	3 years	No Stipulation <sup>12</sup>
DV SSL/TLS Server	No stipulation	825 days

<sup>10</sup> CA Private Keys may continue to be used to sign CRLs and OCSP responses.

<sup>11</sup> IGTF signing Certificates must have a lifetime that is at least twice the maximum lifetime of an end entity Certificate.

<sup>12</sup> Restrictions will be based on program requirements as listed in section 1.1 of this CPS

<b>Type</b>	<b>Private Key Use<sup>10</sup></b>	<b>Certificate Term</b>
OV SSL/TLS Server	No stipulation	825 days
EV SSL/TLS Server	No stipulation	825 days
Time Stamping Authority	15 months	135 months
Object Signing Certificate and Document Signing	No stipulation <sup>13</sup>	123 months
Code Signing Certificate issued to Subscriber under the Minimum Requirements for Code Signing Certificates or the EV Code Signing Guidelines	No stipulation	39 months
EV Code Signing Certificate issued to Signing Authority	123 months	123 months
Adobe Signing Certificate	39 months	5 years
FBCA and IGTF End Entity Client used for signatures	36 months	36 months
FBCA and IGTF Client used for key management.	36 months	36 months
End Entity Client for all other purposes (FBCA or IGTF compliant)	36 months	36 months
End Entity / Client for all other purposes (non-FBCA and non-IGTF certs)	No Stipulation	60 months
IGTF on hardware	60 months	13 months
Hotspot 2.0 OSU Server Certificates	No stipulation	2 years

Participants shall cease all use of their key pairs after their usage periods have expired. Relying parties may still validate signatures generated with these keys after expiration of the Certificate.

DigiCert may voluntarily retire its CA Private Keys before the periods listed above to accommodate key changeover processes. DigiCert does not issue Subscriber Certificates with an expiration date that exceeds the Issuer CA's public key term stated in the table above or that exceeds the routine re-key identification requirements specified in Section 3.1.1.

## **6.4. ACTIVATION DATA**

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

DigiCert activates the cryptographic module containing its CA Private Keys according to the specifications of the hardware manufacturer. This method has been evaluated as meeting the requirements of FIPS 140-2 Level 3. The cryptographic hardware is held under two-person control as explained in Section 5.2.2 and elsewhere in this CPS. DigiCert will only transmit activation data via an appropriately protected channel and at a time and place that is distinct from the delivery of the associated cryptographic module.

All DigiCert personnel and Subscribers are instructed to use strong passwords and to protect PINs and passwords that meet the requirements specified by the CAB Forums Network Security Requirements. If DigiCert uses passwords as activation data for a signing key, DigiCert will change the activation data change upon rekey of the CA Certificate.

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

DigiCert protects data used to unlock Private Keys from disclosure using a combination of cryptographic and physical access control mechanisms. Protection mechanisms include keeping activation mechanisms secure using role-based physical control. All DigiCert personnel are instructed to memorize and not to write down their password or share it with another individual. DigiCert locks accounts used to access secure CA

<sup>13</sup> Code and content signers cross-certified with FBCA may use their Private Keys for three years; the lifetime of the associated Public Keys shall not exceed eight years.

processes if a certain number of failed password attempts occur as specified in the internal security policies, procedures, and relevant requirements in references listed in Section 1.6.3.

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

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

Not applicable.

### **6.5. COMPUTER SECURITY CONTROLS**

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

DigiCert secures its CA systems and authenticates and protects communications between its systems and trusted roles. DigiCert's CA servers and support-and-vetting workstations run on trustworthy systems that are configured and hardened using industry best practices. All CA systems are scanned for malicious code and protected against spyware and viruses.

RAs must ensure that the systems maintaining RA software and data files are trustworthy systems secure from unauthorized access, which can be demonstrated by compliance with audit criteria applicable under Section 5.4.1.

RAs must logically separate access to these systems and this information from other components. This separation prevents access except through defined processes. RAs must use firewalls to protect the network from internal and external intrusion and limit the nature and source of activities that may access such systems and information. RAs must require the use of passwords with a minimum character length and a combination of alphanumeric and special characters.

DigiCert's CA systems are configured to:

1. authenticate the identity of users before permitting access to the system or applications,
2. manage the privileges of users and limit users to their assigned roles,
3. generate and archive audit records for all transactions,
4. enforce domain integrity boundaries for security critical processes, and
5. support recovery from key or system failure.

All Certificate Status Servers:

1. authenticate the identity of users before permitting access to the system or applications,
2. manage privileges to limit users to their assigned roles,
3. enforce domain integrity boundaries for security critical processes, and
4. support recovery from key or system failure.

DigiCert enforces multi-factor authentication on any account capable of directly causing Certificate issuance.

#### **6.5.2. Computer Security Rating**

No stipulation.

### **6.6. LIFE CYCLE TECHNICAL CONTROLS**

#### **6.6.1. System Development Controls**

DigiCert has mechanisms in place to control and monitor the acquisition and development of its CA systems. Change requests require the approval of at least one administrator who is different from the person submitting the request. DigiCert only installs software on CA systems if the software is part of the CA's operation. CA hardware and software are dedicated to performing operations of the CA.

Vendors are selected based on their reputation in the market, ability to deliver quality product, and likelihood of remaining viable in the future. Management is involved in the vendor selection and purchase decision process. Non-PKI hardware and software is purchased without identifying the purpose for which the component will be used. All hardware and software are shipped under standard conditions to ensure delivery of the component directly to a trusted employee who ensures that the equipment is installed without opportunity for tampering.

Some of the PKI software components used by DigiCert are developed in-house or by consultants using standard software development methodologies. All such software is designed and developed in a controlled environment and subjected to quality assurance review. Other software is purchased commercial off-the-shelf (COTS). Quality assurance is maintained throughout the process through testing and documentation or by purchasing from trusted vendors as discussed above.

Updates of equipment and software are purchased or developed in the same manner as the original equipment or software and are installed and tested by trusted and trained personnel. All hardware and software essential to DigiCert's operations is scanned for malicious code on first use and periodically thereafter.

### **6.6.2. Security Management Controls**

DigiCert has mechanisms in place to control and monitor the security-related configurations of its CA systems. When loading software onto a CA system, DigiCert verifies that the software is the correct version and is supplied by the vendor free of any modifications.

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

No stipulation.

## **6.7. NETWORK SECURITY CONTROLS**

DigiCert and RA functions are performed using networks secured in accordance with the standards documented in the DigiCert CP to prevent unauthorized access, tampering, and denial-of-service attacks. Communications of sensitive information shall be protected using point-to-point encryption for confidentiality and digital signatures for non-repudiation and authentication.

DigiCert documents and controls the configuration of its systems, including any upgrades or modifications made. DigiCert's CA system is connected to one internal network and is protected by firewalls and Network Address Translation for all internal IP addresses (e.g., 192.168.x.x). DigiCert's customer support and vetting workstations are also protected by firewall(s) and only use internal IP addresses. Root Keys are kept offline and brought online only when necessary to sign Certificate-issuing subordinate CAs, OCSP Responder Certificates, or periodic CRLs. Firewalls and boundary control devices are configured to allow access only by the addresses, ports, protocols and commands required for the trustworthy provision of PKI services by such systems.

DigiCert's security policy is to block all ports and protocols and open only ports necessary to enable CA functions. All CA equipment is configured with a minimum number of services and all unused network ports and services are disabled. DigiCert's network configuration is available for review on-site by its auditors and consultants under an appropriate non-disclosure agreement.

## **6.8. TIME-STAMPING**

The system time on DigiCert's computers is updated using the Network Time Protocol (NTP) to synchronize system clocks at least once every eight hours (Windows default). All times are traceable to a real time value distributed by a UTC(k) laboratory or National Measurement Institute and are updated when a leap second occurs as notified by the appropriate body. DigiCert maintains an internal NTP server that synchronizes with cellular telephone networks and maintains the accuracy of its clock within one second or less. However, Relying Parties should be aware that all times included in a time-stamp token are synchronized with UTC within the accuracy defined in the time-stamp token itself, if present.

DigiCert will not issue a time-stamp token using any clock that is detected as inaccurate. All clocks used for time-stamping are housed in the DigiCert's secure facilities and are protected against threats that could result in an unexpected change to the clock's time. DigiCert's facilities automatically detect and report any clock that drifts or jumps out of synchronization with UTC. Clock adjustments are auditable events.

Some aspects of RFC 3161 time stamps differ from Microsoft Authenticode time stamps. For RFC 3161-compliant timestamps, DigiCert includes a unique integer for each newly generated time-stamp token. DigiCert only time-stamps hash representations of data, not the data itself. DigiCert does not examine the imprint being time-stamped other than to check the imprint's length. DigiCert also does not include any identification of the Time Stamp Token Requester (TST Requester) in the time-stamp token. All time-stamp tokens are signed using a key generated exclusively for that purposes and have the property of the key indicated in the Certificate.

TST Requesters request time-stamp tokens by sending a request to DigiCert. After the TST Requester receives a response from DigiCert, it must verify the status error returned in the response. If an error was not returned, the TST Requester must then verify the fields contained in the time-stamp token and the validity of the time-stamp token's digital signature. In particular, the TST Requester must verify that the time-stamped data corresponds to what was requested and that the time-stamp token contains the correct certificate identifier, the correct data imprint, and the correct hash algorithm OID. The TST Requester must also verify the timeliness of the response by verifying the response against a local trusted time reference. The TST Requester is required to notify DigiCert immediately if any information cannot be verified.

Time Stamp Verifiers shall verify the digital signature on the time-stamp token and confirm that the data corresponds to the hash value in the time-stamp token.

## 7. CERTIFICATE, CRL, AND OCSP PROFILES

DigiCert uses the ITU X.509, version 3 standard to construct digital Certificates for use within the DigiCert PKI. DigiCert adds certain certificate extensions to the basic certificate structure for the purposes intended by X.509v3 as per Amendment 1 to ISO/IEC 9594-8, 1995. DigiCert generates non-sequential Certificate serial numbers (positive numbers greater than zero) that contain at least 64 bits of output from a CSPRNG.

### 7.1. CERTIFICATE PROFILE

#### 7.1.1. Version Number(s)

All Certificates are X.509 version 3 Certificates.

#### 7.1.2. Certificate Extensions

IGTF Certificates comply with the Grid Certificate Profile as defined by the Open Grid Forum GFD.125.

Certificates must contain the ExtendedKeyUsage extension, aligning to Application Software Supplier granted trust bits and private PKI use cases. Certificates may not contain the anyEKU value. Subordinate CA Certificates created after January 1, 2019 for publicly trusted certificates, with the exception of cross-certificates that share a private key with a corresponding root certificate: will contain an EKU extension; and cannot include the anyExtendedKeyUsage KeyPurposeId, and DigiCert no longer includes both the id-kp-serverAuth and id-kp-emailProtection KeyPurposeIds in the same certificate.

For TLS certificates, the subjectAltName extension is populated in accordance with RFC 5280. For all web server certificates, the SubjectAltName extension is populated with the authenticated value in the Common Name field of the subject DN (domain name or public IPAddress). The SubjectAltName extension may contain additional authenticated domain names or public IPAddresses. For internationalized domain names, the Common Name is represented as a puny-code value and that Common Name will be represented in the Subject Alternative Name extension as a puny-coded A-label value. These different encodings of the same name are treated as equal values for the purposes of Common Name to Subject Alternative Name duplication requirements.

DigiCert's Technically Constrained Subordinate CA Certificates include an Extended Key Usage (EKU) extension specifying all extended key usages for which the Subordinate CA Certificate is authorized to issue certificates. The anyExtendedKeyUsage KeyPurposeId does not appear in the EKU extension of publicly trusted certificates.

#### 7.1.3. Algorithm Object Identifiers

DigiCert Certificates are signed using one of the following algorithms:

sha-1WithRSAEncryption	[iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 5]
sha256WithRSAEncryption <sup>14</sup>	[iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 11]
ecdsa-with-sha256 <sup>15</sup>	[iso(1) member-body(2) us(840) ansi-X9-62 (10045) signatures(4) ecdsa-with-SHA2 (3) 2 ]
ecdsa-with-SHA384 <sup>16</sup>	[iso(1) member-body(2) us(840) ansi-X9-62 (10045) signatures(4) ecdsa-with-SHA2(3) 3]

<sup>14</sup> Legacy applications include the following algorithm ObjectIdentifier: {iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 11}

<sup>15</sup> Legacy applications include the following algorithm ObjectIdentifier: {iso(1) member-body(2) us(840)ansi-X9- 62(10045) signatures(4) ecdsa-with-SHA2 (3)2}

<sup>16</sup> Legacy applications include the following algorithm ObjectIdentifier: {iso(1) member-body(2) us(840)ansi-X9- 62(10045) signatures(4) ecdsa-with-SHA2 (3) 3}

DigiCert does not currently sign Certificates using RSA with PSS padding. SSL/TLS Server Certificates and OCSP Certificates are not signed with sha-1WithRSAEncryption.

DigiCert and Subscribers may generate Key Pairs using the following:

id-dsa	[iso(1) member-body(2) us(840) x9-57(10040) x9cm(4) 1]
RsaEncryption	[iso(1) member-body(2) us(840) rsadsi(113549) pkcs(1) pkcs-1(1) 1]
Dhpublicnumber	[iso(1) member-body(2) us(840) ansi-x942(10046) number-type(2) 1]
id-keyExchangeAlgorithm	[joint-iso-ccitt(2) country(16) us(840) organization(1) gov(101) dod(2) infosec(1) algorithms(1) 22]
id-ecPublicKey	[ iso(1) member-body(2) us(840) ansi-X9-62(10045) id-publicKeyType(2) 1 ]

Elliptic curve Public Keys submitted to DigiCert for inclusion in end entity Certificates should all be based on NIST "Suite B" curves.

DigiCert does not issue publicly trusted SSL/TLS Certificates to a Reserved IP address or Internal Name.

#### 7.1.4. Name Forms

Each Certificate includes a unique serial number that is never reused. Optional subfields in the subject of an SSL Certificate must either contain information verified by DigiCert or be left empty. SSL/TLS Server Certificates cannot contain metadata such as ':', '-', and '' characters or and/or any other indication that the value/field is absent, incomplete, or not applicable. DigiCert has a process that limits information in OU fields that has not been verified in accordance with Section 3.

For CA certificates, the commonName attribute is present and the contents is an identifier that uniquely identifies the CA and distinguishes it from other CAs.

The content of the Certificate Issuer Distinguished Name field matches the Subject DN of the Issuer CA to support name chaining as specified in RFC 5280, section 4.1.2.4. Certificates are populated with the Issuer Name and Subject Distinguished Name required under Section 3.1.1.

The contents of the fields in EV Certificates must meet the requirements in Section 8.1 of the EV Guidelines.

#### 7.1.5. Name Constraints

DigiCert may include name constraints in the nameConstraints field when appropriate.

##### 7.1.5.1. Name-Constrained serverAuth CAs

If the Subordinate CA Certificate includes the id-kp-serverAuth extended key usage, then a technically constrained Subordinate CA Certificate includes the Name Constraints X.509v3 extension with constraints on dNSName, iPAddress and DirectoryName as follows:

(a) For each dNSName in permittedSubtrees, the DigiCert confirms that the Applicant has registered the dNSName or has been authorized by the domain registrant to act on the registrant's behalf in line with the verification practices of Baseline Requirements section 3.2.2.4.

(b) For each iPAddress range in permittedSubtrees, DigiCert confirms that the Applicant has been assigned the iPAddress range or has been authorized by the assigner to act on the assignee's behalf.

(c) For each DirectoryName in permittedSubtrees the DigiCert confirms the Applicant's and/or Subsidiary's Organizational name(s) and location(s) such that end entity certificates issued from the subordinate CA Certificate will comply with section 7.1.2.4 and 7.1.2.5 of the Baseline Requirements. If the Subordinate CA Certificate is not allowed to issue certificates with an iPAddress, then the Subordinate CA Certificate specifies the entire IPv4 and IPv6 address ranges in excludedSubtrees. The Subordinate CA Certificate includes within excludedSubtrees an iPAddress GeneralName of 8 zero octets (covering the IPv4 address range of 0.0.0.0/0). The Subordinate CA Certificate also

includes within excludedSubtrees an ipAddress GeneralName of 32 zero octets (covering the IPv6 address range of ::0/0). Otherwise, the Subordinate CA Certificate includes at least one ipAddress in permittedSubtrees.

If the Subordinate CA is not allowed to issue certificates with dNSNames, then the Subordinate CA Certificate includes a zero-length dNSName in excludedSubtrees. Otherwise, the Subordinate CA Certificate includes at least one dNSName in permittedSubtrees.

### 7.1.5.2. Name-Constrained emailProtection CAs

If the technically constrained Subordinate CA certificate includes the id-kp-emailProtection extended key usage, it also includes the Name Constraints X.509v3 extension with constraints on rfc822Name, with at least one name in permittedSubtrees, each such name having its ownership validated according to section 3.2.2.4 of the Baseline Requirements.

### 7.1.6. Certificate Policy Object Identifier

An object identifier (OID) is a unique number that identifies an object or policy. The OIDs used by DigiCert are listed in Section 1.2.

### 7.1.7. Usage of Policy Constraints Extension

Not applicable.

### 7.1.8. Policy Qualifiers Syntax and Semantics

DigiCert includes brief statements in Certificates about the limitations of liability and other terms associated with the use of a Certificate in the Policy Qualifier field of the Certificates Policy extension. Those Certificates may contain a CPS pointer qualifier that points to the applicable Relying Party Agreement or the applicable CPS.

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

No stipulation.

## 7.2. CRL PROFILE

### 7.2.1. Version number(s)

DigiCert issues version 2 CRLs that contain the following fields:

Field	Value
Issuer Signature Algorithm	sha-1WithRSAEncryption [1 2 840 113549 1 1 5] OR sha-256WithRSAEncryption [1 2 840 113549 1 1 11] OR ecdsa-with-sha384 [1 2 840 10045 4 3 3]
Issuer Distinguished Name	DigiCert
thisUpdate	CRL issue date in UTC format
nextUpdate	Date when the next CRL will issue in UTC format.
Revoked Certificates List	List of revoked Certificates, including the serial number and revocation date
Issuer's Signature	[Signature]

### 7.2.2. CRL and CRL Entry Extensions

CRLs have the following extensions:

Extension	Value
CRL Number	Never repeated monotonically increasing integer
Authority Key Identifier	Same as the Authority Key Identifier listed in the Certificate
Invalidity Date	Optional date in UTC format
Reason Code	Optional reason for revocation

<b>For FBCA only</b>
Issuer CAs shall use CRL extensions that conform with the Federal PKI X.509 CRL Extensions Profile.

### **7.3. OCSP PROFILE**

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

DigiCert's OCSP responders conform to version 1 of RFC 6960.

#### **7.3.2. OCSP Extensions**

Not applicable.

## **8. COMPLIANCE AUDIT AND OTHER ASSESSMENTS**

The practices in this CPS are designed to meet or exceed the requirements of generally accepted industry standards, including the latest versions of the WebTrust Programs for Certification Authorities as required by the Mozilla Root Store policy and other programs listed in section 1.1 and 1.6.3.

### **8.1. FREQUENCY OR CIRCUMSTANCES OF ASSESSMENT**

DigiCert receives an annual period in time audit by an independent external auditor to assess DigiCert's compliance with this CPS, referenced requirements, any applicable CPs, and the WebTrust for CA programs criteria. The audit covers DigiCert's RA systems, Sub CAs, and OCSP Responders.

<b>For FBCA Only</b>
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The compliance audit of DigiCert and RAs shall be carried out in accordance with the requirements specified in the <i>FPKI Annual Review Requirements</i> document.
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### **8.2. IDENTITY/QUALIFICATIONS OF ASSESSOR**

WebTrust auditors must meet the requirements of Section 8.2 of the CA/Browser Baseline Requirements.

<b>For FBCA Only</b>
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For Certificates cross-certified under the Federal Bridge CA, the Issuer CA shall use an auditor that meets Section 8.2 of the FBCA CP.
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### **8.3. ASSESSOR'S RELATIONSHIP TO ASSESSED ENTITY**

DigiCert's WebTrust / Federal PKI auditor does not have a financial interest, business relationship, or course of dealing that could foreseeably create a significant bias for or against DigiCert.

### **8.4. TOPICS COVERED BY ASSESSMENT**

The audit covers DigiCert's business practices disclosure, the integrity of DigiCert's PKI operations, and DigiCert's compliance with this CPS and referenced requirements. The audit verifies that DigiCert is compliant with the CP, this CPS, and any MOA between it and any other PKI.

### **8.5. ACTIONS TAKEN AS A RESULT OF DEFICIENCY**

If an audit reports a material noncompliance with applicable law, this CPS, the CP, or any other contractual obligations related to DigiCert's services, then (1) the auditor will document the discrepancy, (2) the auditor will promptly notify DigiCert, and (3) DigiCert will develop a plan to cure the noncompliance. DigiCert will submit the plan to the DCPA for approval and to any third party that DigiCert is legally obligated to satisfy. The DCPA may require additional action if necessary to rectify any significant issues created by the non-compliance, including requiring revocation of affected Certificates. DigiCert is entitled to suspend and/or terminate of services through revocation or other actions as deemed by the DCPA to address the non-compliant Issuer CA.

### **8.6. COMMUNICATION OF RESULTS**

The results of each audit are reported to the DCPA and to any third party entities which are entitled by law, regulation, or agreement to receive a copy of the audit results. Copies of DigiCert's WebTrust for CAs audit reports can be found at: <https://www.digicert.com/webtrust-audits>. On an annual basis and within three months of completion, DigiCert submits copies of relevant audit compliance reports to various parties, such as Mozilla, Adobe, CA licensing bodies, etc.

**For FBCA Only**

On an annual basis, the DCPA shall submit an audit compliance package to the Federal PKI Policy Authority prepared in accordance with the *FPKI Annual Review Requirements* document, which shall include an assertion that all PKI components have been audited, including any components that may be separately managed and operated. The package shall identify the versions of the CP and CPS used in the assessment.

**8.7. SELF-AUDITS**

On at least a quarterly basis, DigiCert performs regular internal audits against a randomly selected sample of at least three percent of its SSL/TLS Server Certificates and EV Code Signing Certificates issued since the last internal audit. Self-audits on server and code signing Certificates are performed in accordance with Guidelines adopted by the CA / Browser Forum. Audits of other certificate types will be at the discretion of DigiCert to gain reasonable assurance of compliance to applicable root program requirements.

## **9. OTHER BUSINESS AND LEGAL MATTERS**

### **9.1. FEES**

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

DigiCert charges fees for certificate issuance and renewal. DigiCert may change its fees at any time in accordance with the applicable customer agreement.

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

DigiCert may charge a reasonable fee for access to its certificate databases.

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

DigiCert does not charge a certificate revocation fee or a fee for checking the validity status of an issued Certificate using a CRL.

DigiCert may charge a fee for providing customized CRLs, OCSP services, or other value-added revocation and status information services. DigiCert does not permit access to revocation information, Certificate status information, or time stamping in their repositories by third parties that provide products or services that utilize such Certificate status information without DigiCert's prior express written consent.

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

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

#### **9.1.5. Refund Policy**

Subscribers must request refunds, in writing, within 30 days after a Certificate issues. After receiving the refund request, DigiCert may revoke the Certificate and refund the amount paid by the Applicant, minus any applicable application processing fees.

### **9.2. FINANCIAL RESPONSIBILITY**

#### **9.2.1. Insurance Coverage**

DigiCert maintains Commercial General Liability insurance with a policy limit of at least \$2 million in coverage and Professional Liability/Errors & Omissions insurance with a policy limit of at least \$5 million in coverage. Insurance is carried through companies rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies, each of the members of which are so rated).

#### **9.2.2. Other Assets**

No stipulation.

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

DigiCert provides a warranty to Subscribers according to the terms of the Netsure Extended Warranty Protection Plan. DigiCert provides a limited warranty to Relying Parties in DigiCert's Relying Party Agreement.

### **9.3. CONFIDENTIALITY OF BUSINESS INFORMATION**

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

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

1. Private Keys;
2. Activation data used to access Private Keys or to gain access to the CA system;

3. Business continuity, incident response, contingency, and disaster recovery plans;
4. Other security practices used to protect the confidentiality, integrity, or availability of information;
5. Information held by DigiCert as private information in accordance with Section 9.4;
6. Audit logs and archive records; and
7. 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 Within the Scope of Confidential Information**

Any information not listed as confidential is considered public information. Published Certificate and revocation data is considered public information.

**9.3.3. Responsibility to Protect Confidential Information**

DigiCert's employees, agents, and contractors are responsible for protecting confidential information and are contractually obligated to do so. Employees receive training on how to handle confidential information.

**9.4. PRIVACY OF PERSONAL INFORMATION**

**9.4.1. Privacy Plan**

DigiCert follows the privacy policy posted on its website when handling personal information. Personal information is only disclosed when the disclosure is required by law or when requested by the subject of the personal information. Such privacy policies shall conform to applicable local privacy laws.

**9.4.2. Information Treated as Private**

DigiCert treats all personal information about an individual that is not publicly available in the contents of a Certificate or CRL as private information. DigiCert protects private information using appropriate safeguards and a reasonable degree of care.

<b>For FBCA Only</b>
For Issuer CAs, collection of PII shall be limited to the minimum necessary to validate the identity of the subscriber. This may include attributes that correlate identity evidence to authoritative sources. The RA shall provide explicit notice to the subscriber regarding the purpose for collecting and maintaining a record of the PII necessary for identity proofing and the consequences for not providing the information. PII collected for identity proofing purposes shall not be used for any other purpose.

**9.4.3. Information Not Deemed Private**

Subject to local laws, private information does not include Certificates, CRLs, or their contents.

**9.4.4. Responsibility to Protect Private Information**

DigiCert employees and contractors are expected to handle personal information in strict confidence and meet the requirements of US and European law concerning the protection of personal data. All sensitive information is securely stored and protected against accidental disclosure.

<b>For FBCA Only</b>
All information collected as part of the identity proofing process shall be protected to ensure confidentiality and integrity. In the event the Issuer CA terminates PKI activities, it shall be responsible for disposing of or destroying sensitive information, including PII, in a secure manner, and maintaining its protection from unauthorized access until destruction.

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

Personal information obtained from an applicant during the application or identity verification process is considered private information if the information is not included in a Certificate. DigiCert will only use private information after obtaining the subject's consent or as required by applicable law or regulation. All Subscribers must consent to the global transfer and publication of any personal data contained in a Certificate.

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

DigiCert may disclose private information, without notice, if DigiCert believes the disclosure is required by law or regulation.

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

No stipulation.

### **9.5. INTELLECTUAL PROPERTY RIGHTS**

DigiCert and/or its business partners own the intellectual property rights in DigiCert's services, including the Certificates, trademarks used in providing the services, and this CPS. "DigiCert" is a registered trademark of DigiCert, Inc.

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

DigiCert retains all intellectual property rights in and to the Certificates and revocation information that they issue. DigiCert and customers shall grant permission to reproduce and distribute Certificates on a nonexclusive royalty-free basis, provided that they are reproduced in full and that use of Certificates is subject to the Relying Party Agreement referenced in the Certificate. DigiCert, and customers shall grant permission to use revocation information to perform Relying Party functions subject to the applicable CRL usage agreement, Relying Party Agreement, or any other applicable agreements.

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

Issuer CAs acknowledge that DigiCert retains all intellectual property rights in and to this CPS.

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

Subscribers and Applicants retain all rights it has (if any) in any trademark, service mark, or trade name contained in any Certificate and distinguished name within any Certificate issued to such Subscriber or Applicant.

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

Key Pairs corresponding to Certificates of CAs and end-user Subscribers are the property of DigiCert and end-user Subscribers that are the respective subjects of the Certificates, regardless of the physical medium within which they are stored and protected, and such persons retain all intellectual property rights in and to these key pairs. Without limiting the generality of the foregoing, DigiCert's root Public Keys and the Root Certificates containing them, including all Public Keys and self-signed Certificates, are the property of DigiCert. DigiCert licenses software and hardware manufacturers to reproduce such Root Certificates to place copies in trustworthy hardware devices or software.

#### **9.5.5. Violation of Property Rights**

Issuer CAs shall not knowingly violate the intellectual property rights of any third party.

### **9.6. REPRESENTATIONS AND WARRANTIES**

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

Except as expressly stated in this CPS or in a separate agreement with a Subscriber, DigiCert does not make any representations regarding its products or services. DigiCert represents, to the extent specified in this CPS, that:

1. DigiCert complies, in all material aspects, with the CP, this CPS, and all applicable laws and regulations,
2. DigiCert publishes and updates CRLs and OCSP responses on a regular basis,
3. All Certificates issued under this CPS will be verified in accordance with this CPS and meet the minimum requirements found herein and in the Baseline Requirements, and
4. DigiCert will maintain a repository of public information on its website.

To the extent allowed under EU law, DigiCert:

1. Does not warrant the accuracy, authenticity, completeness, or fitness of any unverified information, including name verification for (1) Certificates intended for email and intranet use, (2) Multi-SAN Certificates, and (3) other Certificates issued to individuals and intranets.
2. Is not responsible for information contained in a Certificate except as stated in this CPS,
3. Does not warrant the quality, function, or performance of any software or hardware device, and
4. Is not responsible for failing to comply with this CPS because of circumstances outside of DigiCert's control.

For EV Certificates, DigiCert represents to Subscribers, Subjects, Application Software Vendors that distribute DigiCert's root Certificates, and Relying Parties that use a DigiCert Certificate while the Certificate is valid that DigiCert followed the EV Guidelines when verifying information and issuing EV Certificates.

This representation is limited solely to DigiCert's compliance with the EV Guidelines (e.g., DigiCert may rely on erroneous information provided in an attorney's opinion or accountant's letter that is checked in accordance with the Guidelines).

Subscriber Agreements may include additional representations and warranties that do not contradict or supersede this CPS.

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

RAs represent that:

1. The RA's certificate issuance and management services conform to the DigiCert CP and this CPS,
2. Information provided by the RA does not contain any false or misleading information,
3. Translations performed by the RA are an accurate translation of the original information, and
4. All Certificates requested by the RA meet the requirements of this CPS.

DigiCert's agreement with the RA may contain additional representations.

Subscriber Agreements may include additional representations and warranties.

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

Prior to being issued and receiving a Certificate, subscribers are solely responsible for any misrepresentations they make to third parties and for all transactions that use Subscriber's Private Key, regardless of whether such use was authorized. Subscribers are required to notify DigiCert and any applicable RA if a change occurs that could affect the status of the Certificate.

DigiCert requires, as part of the Subscriber Agreement or Terms of Use, that the Applicant make the commitments and warranties in this section for the benefit of DigiCert and the Certificate Beneficiaries. Prior to the issuance of a Certificate, DigiCert will obtain, for the express benefit of DigiCert and the Certificate Beneficiaries, either:

1. The Applicant's agreement to the Subscriber Agreement with DigiCert, or
2. The Applicant's acknowledgement of the Terms of Use.

Subscribers represent to DigiCert, Application Software Vendors, and Relying Parties that, for each Certificate, the Subscriber will:

1. Securely generate its Private Keys and protect its Private Keys from compromise,
2. Provide accurate and complete information when communicating with DigiCert,
3. Confirm the accuracy of the certificate data prior to using the Certificate,
4. Promptly (i) request revocation of a Certificate, cease using it and its associated Private Key, and notify DigiCert if there is any actual or suspected misuse or compromise of the Private Key associated with the Public Key included in the certificate, and (ii) request revocation of the Certificate, and cease using it, if any information in the Certificate is or becomes incorrect or inaccurate,
5. Ensure that individuals using Certificates on behalf of an organization have received security training appropriate to the Certificate,
6. Use the Certificate only for authorized and legal purposes, consistent with the certificate purpose, this CPS, any applicable CP, and the relevant Subscriber Agreement, including only installing SSL/TLS Server Certificates on servers accessible at the domain listed in the Certificate and not using code signing Certificates to sign malicious code or any code that is downloaded without a user's consent, and
7. Promptly cease using the Certificate and related Private Key after the Certificate's expiration.

Subscriber Agreements may include additional representations and warranties

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

Each Relying Party represents that, prior to relying on a DigiCert Certificate, it:

1. Obtained sufficient knowledge on the use of digital Certificates and PKI,
2. Studied the applicable limitations on the usage of Certificates and agrees to DigiCert's limitations on liability related to the use of Certificates,
3. Has read, understands, and agrees to the DigiCert Relying Party Agreement and this CPS,
4. Verified both the DigiCert Certificate and the Certificates in the certificate chain using the relevant CRL or OCSP,
5. Will not use a DigiCert Certificate if the Certificate has expired or been revoked, and
6. Will take all reasonable steps to minimize the risk associated with relying on a digital signature, including only relying on a DigiCert Certificate after considering:
  - a) applicable law and the legal requirements for identification of a party, protection of the confidentiality or privacy of information, and enforceability of the transaction;
  - b) the intended use of the Certificate as listed in the certificate or this CPS,
  - c) the data listed in the Certificate,
  - d) the economic value of the transaction or communication,
  - e) the potential loss or damage that would be caused by an erroneous identification or a loss of confidentiality or privacy of information in the application, transaction, or communication,
  - f) the Relying Party's previous course of dealing with the Subscriber,
  - g) the Relying Party's understanding of trade, including experience with computer-based methods of trade, and
  - h) any other indicia of reliability or unreliability pertaining to the Subscriber and/or the application, communication, or transaction.

Any unauthorized reliance on a Certificate is at a party's own risk.

Relying Party Agreements may include additional representations and warranties.

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

No stipulation.

#### **9.7. DISCLAIMERS OF WARRANTIES**

EXCEPT AS EXPRESSLY STATED IN SECTION 9.6.1, ALL CERTIFICATES AND ANY RELATED SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES

NOT WARRANT THAT ANY SERVICE OR PRODUCT WILL MEET ANY EXPECTATIONS OR THAT ACCESS TO CERTIFICATES WILL BE TIMELY OR ERROR-FREE. DigiCert does not guarantee the availability of any products or services and may modify or discontinue any product or service offering at any time.

## **9.8. LIMITATIONS OF LIABILITY**

NOTHING HEREIN LIMITS LIABILITY RELATED TO (I) DEATH OR PERSONAL INJURY RESULTING FROM DIGICERT'S NEGLIGENCE OR (II) FRAUD COMMITTED BY DIGICERT. EXCEPT AS STATED ABOVE, ANY ENTITY USING A DIGICERT CERTIFICATE OR SERVICE WAIVES ALL LIABILITY OF DIGICERT RELATED TO SUCH USE, PROVIDED THAT DIGICERT HAS MATERIALLY COMPLIED WITH THIS CPS IN PROVIDING THE CERTIFICATE OR SERVICE. DIGICERT'S LIABILITY FOR CERTIFICATES AND SERVICES THAT DO NOT MATERIALLY COMPLY WITH THIS CPS IS LIMITED AS SET FORTH IN THE NETSURE EXTENDED WARRANTY PROTECTION PLAN AND THE DIGICERT RELYING PARTY AGREEMENT.

All liability is limited to actual and legally provable damages. DigiCert is not liable for:

1. Any indirect, consequential, special, or punitive damages or any loss of profit, revenue, data, or opportunity, even if DigiCert is aware of the possibility of such damages;
2. Liability related to fraud or willful misconduct of the Applicant;
3. Liability related to use of a Certificate that exceeds the limitations on use, value, or transactions as stated either in the Certificate or this CPS;
4. Liability related to the security, usability, or integrity of products not supplied by DigiCert, including the Subscriber's and Relying Party's hardware; or
5. Liability related to the compromise of a Subscriber's Private Key.

The limitations in this section apply to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of claims of liability, (iii) the extent or nature of the damages, (iv) whether DigiCert failed to follow any provision of this CPS, or (v) whether any provision of this CPS was proven ineffective.

The disclaimers and limitations on liabilities in this CPS are fundamental terms to the use of DigiCert's Certificates and services.

To the extent DigiCert has issued and managed the Certificate(s) at issue in compliance with this CP and its CPS, DigiCert shall have no liability to the Subscriber, any Relying Party, or any other third parties for any damages or losses suffered as a result of the use or reliance on such Certificate(s). To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall limit DigiCert's and the applicable Affiliates' liability outside the context of any extended warranty protection program. Limitations of liability shall include an exclusion of indirect, special, incidental, and consequential damages.

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

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

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

## **9.9. INDEMNITIES**

### **9.9.1. Indemnification by DigiCert**

To the extent permitted by applicable law, DigiCert shall indemnify each Application Software Vendor against any claim, damage, or loss suffered by an Application Software Vendor related to an EV Certificate issued by DigiCert, regardless of the cause of action or legal theory involved, except where the claim, damage, or loss suffered by the Application Software Vendor was directly caused by the Application Software Vendor's software displaying either (1) a valid and trustworthy EV Certificate as not valid or trustworthy or (2)

displaying as trustworthy (i) an EV Certificate that has expired or (ii) a revoked EV Certificate where the revocation status is available online but the Application Software Vendor's software failed to check or ignored the status.

### **9.9.2. Indemnification by Subscribers**

To the extent permitted by law, each Subscriber shall indemnify DigiCert, its partners, and any cross-signed entities, and their respective directors, officers, employees, agents, and contractors against any loss, damage, or expense, including reasonable attorney's fees, related to (i) any misrepresentation or omission of material fact by Subscriber, regardless of whether the misrepresentation or omission was intentional or unintentional; (ii) Subscriber's breach of the Subscriber Agreement, this CPS, or applicable law; (iii) the compromise or unauthorized use of a Certificate or Private Key caused by the Subscriber's negligence or intentional acts; or (iv) Subscriber's misuse of the Certificate or Private Key.

The applicable Subscriber Agreement may include additional indemnity obligations.

### **9.9.3. Indemnification by Relying Parties**

To the extent permitted by law, each Relying Party shall indemnify DigiCert, its partners, and any cross-signed entities, and their respective directors, officers, employees, agents, and contractors against any loss, damage, or expense, including reasonable attorney's fees, related to the Relying Party's (i) breach of the Relying Party Agreement, an End-User License Agreement, this CPS, or applicable law; (ii) unreasonable reliance on a Certificate; or (iii) failure to check the Certificate's status prior to use.

## **9.10. TERM AND TERMINATION**

### **9.10.1. Term**

This CPS and any amendments to the CPS are effective when published to DigiCert's online repository and remain in effect until replaced with a newer version.

### **9.10.2. Termination**

This CPS as amended from time to time, shall remain in effect until replaced by a newer version.

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

DigiCert will communicate the conditions and effect of this CPS's termination via the DigiCert Repository. The communication will specify which provisions survive termination. At a minimum, all responsibilities related to protecting confidential information will survive termination. All Subscriber Agreements remain effective until the Certificate is revoked or expired, even if this CPS terminates.

## **9.11. INDIVIDUAL NOTICES AND COMMUNICATIONS WITH PARTICIPANTS**

DigiCert accepts notices related to this CPS at the locations specified in Section 2.2. Notices are deemed effective after the sender receives a valid and digitally signed acknowledgment of receipt from DigiCert. If an acknowledgement of receipt is not received within five days, the sender must resend the notice in paper form to the street address specified in Section 2.2 using either a courier service that confirms delivery or via certified or registered mail with postage prepaid and return receipt requested. DigiCert may allow other forms of notice in its Subscriber Agreements.

<b>For FBCA Only</b>
CAs shall notify the FPKIPA at least two weeks prior to implementation of any planned change to the infrastructure that has the potential to affect the FPKI operational environment, and all new artifacts (CA certificates, CRL DP, AIA and/or SIA URLs, etc.) produced as a result of the change will be provided to the FPKIPA within 24 hours following implementation

DigiCert will notify Adobe a month in advance of any updates or changes with the potential to affect compliance with the AATL program, including:

1. Additions of Root CAs and Subordinate CAs
2. Additional CPs at the Root CA level
3. Changes in Certificate issuance procedures
4. Terminations or transition of ownership of Root CAs or Subordinate CAs.

DigiCert will notify Mozilla if:

1. Ownership or control of the CA certificates changes;
2. An organization other than the CA obtains control of an unconstrained intermediate certificate (as defined in section 5.3.2 of the Mozilla Root Store policy) that directly or transitively chains to DigiCert's included certificate(s);
3. Ownership or control of DigiCert's operations changes; or
4. There is a material change in DigiCert's operations (e.g., when the cryptographic hardware related to a certificate in Mozilla's root store is consequently moved from one secure location to another).

## **9.12. AMENDMENTS**

### **9.12.1. Procedure for Amendment**

This CPS is reviewed annually. Amendments are made by posting an updated version of the CPS to the online repository. Updates supersede any designated or conflicting provisions of the referenced version of the CPS. Controls are in place to reasonably ensure that this CPS is not amended and published without the prior authorization of the DCPA.

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

DigiCert posts CPS revisions to its website. DigiCert does not guarantee or set a notice-and-comment period and may make changes to this CPS without notice and without changing the version number. Major changes affecting accredited Certificates are announced and approved by the accrediting agency prior to becoming effective. The DCPA is responsible for determining what constitutes a material change of the CPS.

### **9.12.3. Circumstances under which OID Must Be Changed**

The DCPA is solely responsible for determining whether an amendment to the CPS requires an OID change.

## **9.13. DISPUTE RESOLUTION PROVISIONS**

To the extent permitted by applicable law, Subscriber Agreements and Relying Party Agreements shall contain a dispute resolution clause. Unless otherwise approved by DigiCert, the procedure to resolve disputes involving DigiCert require an initial negotiation period of sixty (60) days followed by litigation in the federal or state court encompassing Salt Lake County, Utah, in the case of claimants who are U.S. residents, or, in the case of all other claimants, arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the ICC Rules of Conciliation and Arbitration

Parties are required to notify DigiCert and attempt to resolve disputes directly with DigiCert before resorting to any dispute resolution mechanism, including adjudication or any type of alternative dispute resolution.

## **9.14. GOVERNING LAW**

The laws of the state of Utah govern the interpretation, construction, and enforcement of this CPS and all proceedings related to DigiCert's products and services, including tort claims, without regard to any conflicts of law principles. The state of Utah, and Salt Lake County, has non-exclusive venue and jurisdiction over any proceedings related to the CPS or any DigiCert product or service.

## **9.15. COMPLIANCE WITH APPLICABLE LAW**

This CPS is subject to all applicable laws and regulations, including United States restrictions on the export of software and cryptography products. Subject to section 9.4.5's Notice and Consent to Use Private Information

contained in Certificates, DigiCert meets the requirements of the European data protection laws and has established appropriate technical and organization measures against unauthorized or unlawful processing of personal data and against the loss, damage, or destruction of personal data.

## **9.16. MISCELLANEOUS PROVISIONS**

### **9.16.1. Entire Agreement**

DigiCert contractually obligates each RA to comply with this CPS and applicable industry guidelines. DigiCert also requires each party using its products and services to enter into an agreement that delineates the terms associated with the product or service. If an agreement has provisions that differ from this CPS, then the agreement with that party controls, but solely with respect to that party. Third parties may not rely on or bring action to enforce such agreement.

### **9.16.2. Assignment**

Any entities operating under this CPS may not assign their rights or obligations without the prior written consent of DigiCert. Unless specified otherwise in a contact with a party, DigiCert does not provide notice of assignment.

### **9.16.3. Severability**

If any provision of this CPS is held invalid or unenforceable by a competent court or tribunal, the remainder of the CPS will remain valid and enforceable. Each provision of this CPS that provides for a limitation of liability, disclaimer of a warranty, or an exclusion of damages is severable and independent of any other provision.

### **9.16.4. Enforcement (attorneys' fees and waiver of rights)**

DigiCert may seek indemnification and attorneys' fees from a party for damages, losses, and expenses related to that party's conduct. DigiCert's failure to enforce a provision of this CPS does not waive DigiCert's right to enforce the same provision later or right to enforce any other provision of this CPS. To be effective, waivers must be in writing and signed by DigiCert.

### **9.16.5. Force Majeure**

DigiCert is not liable for any delay or failure to perform an obligation under this CPS to the extent that the delay or failure is caused by an occurrence beyond DigiCert's reasonable control. The operation of the Internet is beyond DigiCert's reasonable control.

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

## **9.17. OTHER PROVISIONS**

No stipulation.

## APPENDIX A: SAMPLE OPINION LETTER

[Date]

To: DigiCert, Inc.  
2801 N. Thanksgiving Way  
Suite 500  
Lehi, UT 84043  
Email: support@digicert.com  
Fax: 801-705-0481

Re: Digital Certificate for [Exact company name of client – see footnote 1] (“Client”)

This firm represents Client, who asked that I, as its [accountant, lawyer, solicitors, barrister, advocate, etc.], attest to the following information solely as related to the Client’s application for a digital certificate.

After reviewing the Client’s records and based on my investigation, my professional opinion is that:

1. Client is a duly formed [corporation, LLC, etc.] under the laws of the [state/province] of [name of governing jurisdiction where Client is incorporated or registered]; is “active,” “valid,” “current,” or the equivalent; and is not under any known legal disability.
2. [If applicable] The Romanized transliteration of Client’s formal legal name is: [Romanized name].
3. [If applicable] Client conducts business under the [assumed/DBA/trade] name of [assumed name of Client]. Client has a currently valid registration of the name with the government agency that has jurisdiction over the place of business listed below.
4. The address where [Client, Client’s parent, or Client’s subsidiary – select one] conducts business operations is:  
[Insert place of business – this should match the address on the certificate application]
5. A main telephone number at Client’s place of business is:  
[Insert primary telephone number of business]
6. [Name of Client’s Representative – see footnote 2] is an individual (or are individuals) with the authority to act on behalf of Client to:
  - a) Provide information about the Client contained in the referenced application,
  - b) Request one or more digital certificates and designate other persons to request digital certificates, and
  - c) Agree to the contractual obligations contained in DigiCert’s agreements.
7. [Name and title of Client’s Representative], who is Client’s [Title of Client Representative], can be contacted at:  
Email: [Email address of Client Representative]  
Phone: [Phone number of Client Representative]
8. Client has either operated as a business for three or more years or has an active deposit account held at a bank or other financial institution where funds deposited are payable on demand.

Although we did not find any exceptions to the above identification procedures, these procedures do not constitute an audit or opinion of Client’s application for a digital certificate. We are not expressing an opinion

on Client's digital certificate application and have provided this letter solely for the benefit of DigiCert in connection with Client's application for a digital certificate. No other person or entity may rely on this letter without my express written consent. This letter shall not be quoted in whole or in part, used, published or otherwise referred to or relied upon in any manner, including, without limitation, in any financial statement or other document.

Signature: \_\_\_\_\_  
Print Accountant/Attorney Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Licensed in: \_\_\_\_\_  
License number, if any: \_\_\_\_\_  
Contact information for licensing agency where this accountant's/attorney's license information may be verified: \_\_\_\_\_

- Note 1: This must be the Client's exact corporate name as registered with the relevant Incorporating Agency in the Client's Jurisdiction of Incorporation.
- Note 2: A Power of Attorney from an officer of the Client who has the power to delegate authority is sufficient to establish the Client Representative's actual authority. Multiple representatives may be listed.
- Note 3: In-house counsel of the Client may submit this letter if permitted by the rules of your jurisdiction.
- Note 4: This letter may be submitted by mail, fax, or email.