



# **ADACOM S.A. Certification Practice Statement for Qualified Certificates**

**Version 3.8**

**Effective Date: 1 January 2011**



ADACOM S.A.  
25 Kreontos Street  
10442 Athens  
Greece

phone number: +30 210 5193740  
[www.adacom.com](http://www.adacom.com)

## **ADACOM Certification Practices Statement for Qualified Certificates**

© 2010 Symantec Corporation. All rights reserved.

Published date: January 1, 2011

### **Important – Acquisition Notice**

On August 9, 2010, Symantec Corporation completed the acquisition of VeriSign Inc's Authentication division. As a result Symantec is now the registered owner of this Certificate Practices Statement document and the PKI Services described within this document.

However a hybrid of references to both "VeriSign" and "Symantec" shall be evident within this document for a period of time until it is operationally practical to complete the re-branding of the Certification Authorities and services. Any references to VeriSign as a corporate entity should be strictly considered to be legacy language that solely reflects the history of ownership. Symantec may continue use of the "VeriSign" brand name.

### **Trademark Notices**

ADACOM is the registered mark of ADACOM SA. Symantec, the Symantec logo, and the Checkmark Logo are the registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. The VeriSign logo, VeriSign Trust and other related marks are the trademarks or registered marks of VeriSign, Inc. or its affiliates or subsidiaries in the U.S. and other countries and licensed by Symantec Corporation. Other names may be trademarks of their respective owners.

Without limiting the rights reserved above, and except as licensed below, no part of this publication may be reproduced, stored in or introduced into a retrieval system, or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording, or otherwise), without prior written permission of ADACOM S.A.

Notwithstanding the above, permission is granted to reproduce and distribute this ADACOM Certification Practice Statement on a nonexclusive, royalty-free basis, provided that (i) the foregoing copyright notice and the beginning paragraphs are prominently displayed at the beginning of each copy, and (ii) this document is accurately reproduced in full, complete with attribution of the document to ADACOM S.A.

Requests for any other permission to reproduce this ADACOM Certification Practices Statement (as well as requests for copies from ADACOM S.A.) must be addressed to ADACOM S.A., 25 Kreontos street, 10442, Sepolia, Greece Attn: Practices Development. Tel: +30 210 5193740 Fax: +30 210 5193555 Net: [practices@adacom.com](mailto:practices@adacom.com) .

## **Table of Contents**

1.	INTRODUCTION.....	9
1.1	Overview.....	10
1.2	Document name and Identification.....	11
1.3	PKI Participants.....	12
1.3.1	Certification Authorities.....	12
1.3.2	Registration Authorities.....	12
1.3.3	Subscribers.....	13
1.3.4	Relying Parties.....	13
1.3.5	Other Participants.....	13
1.4	Certificate Usage.....	14
1.4.1	Appropriate Certificate Usages.....	14
1.4.2	Restricted Applications.....	14
1.4.3	Prohibited Certificate Uses.....	15
1.5	Policy Administration.....	15
1.5.1	Organization Administering the Document.....	15
1.5.2	Contact Person.....	15
1.5.3	Person Determining CP Suitability for the Policy.....	16
1.5.4	CPS Approval Procedure.....	16
1.6	Definitions and Acronyms.....	16
2.	PUBLICATION AND REPOSITORY RESPONSIBILITIES.....	17
2.1	Repositories.....	17
2.2	Publication of Certificate Information.....	17
2.3	Time or Frequency of Publication.....	18
2.4	Access Controls on Repositories.....	18
3.	IDENTIFICATION AND AUTHENTICATION.....	19
3.1	Naming.....	19
3.1.1	Type of Names.....	19
3.1.2	Need for Names to be Meaningful.....	20
3.1.3	Anonymity or pseudonymity of Subscribers.....	20
3.1.4	Rules for Interpreting Various Name Forms.....	20
3.1.5	Uniqueness of Names.....	20
3.1.6	Recognition, Authentication, and Role of Trademarks.....	21
3.2	Initial Identity Validation.....	21
3.2.1	Method to Prove Possession of Private Key.....	21
3.2.2	Authentication of Individual Identity.....	21
3.2.3	Non-Verified Subscriber information.....	21
3.2.4	Validation of Authority.....	21
3.3	Identification and Authentication for Re-key Requests.....	22
3.3.1	Identification and Authentication for Routine Re-key.....	22
3.3.2	Identification and Authentication for Re-key After Revocation.....	23
3.4	Identification and Authentication for Revocation Request.....	23
4.	CERTIFICATE LIFE-CYCLE OPERATIONAL.....	24
4.1	Certificate Application.....	24
4.1.1	Who Can Submit a Certificate Application?.....	24
4.1.2	Enrollment Process and Responsibilities.....	24
4.2	Certificate Application Processing.....	25
4.2.1	Performing Identification and Authentication Functions.....	25
4.2.2	Approval or Rejection of Certificate Applications.....	25
4.2.3	Time to Process Certificate Applications.....	25

4.3	Certificate Issuance.....	25
4.3.1	CA Actions during Certificate Issuance .....	25
4.3.2	Notifications to Subscriber by the CA of Issuance of Certificate .....	25
4.4	Certificate Acceptance .....	26
4.4.1	Conduct Constituting Certificate Acceptance.....	26
4.4.2	Publication of the Certificate by the CA .....	26
4.4.3	Notification of Certificate Issuance by the CA to Other Entities .....	26
4.5	Key Pair and Certificate Usage .....	26
4.5.1	Subscriber Private Key and Certificate Usage.....	26
4.5.2	Relying Party Public Key and Certificate Usage .....	26
4.6	Certificate Renewal .....	27
4.6.1	Circumstances for Certificate Renewal.....	27
4.6.2	Who May Request Renewal .....	27
4.6.3	Processing Certificate Renewal Requests.....	27
4.6.4	Notification of New Certificate Issuance to Subscriber .....	27
4.6.5	Conduct Constituting Acceptance of a Renewal Certificate .....	27
4.6.6	Publication of the Renewal Certificate by the CA .....	27
4.6.7	Notification of Certificate Issuance by the CA to Other Entities .....	27
4.7	Certificate Re-Key .....	28
4.7.1	Circumstances for Certificate Re-Key.....	28
4.7.2	Who May Request Certification of a New Public Key .....	28
4.7.3	Processing Certificate Re-Keying Requests.....	28
4.7.4	Notification of New Certificate Issuance to Subscriber .....	28
4.7.5	Conduct Constituting Acceptance of a Re-Keyed Certificate .....	28
4.7.6	Publication of the Re-Keyed Certificate by the CA .....	28
4.7.7	Notification of Certificate Issuance by the CA to Other Entities .....	29
4.8	Certificate Modification .....	29
4.8.1	Circumstances for Certificate Modification .....	29
4.8.2	Who May Request Certificate Modification .....	29
4.8.3	Processing Certificate Modification Requests.....	29
4.8.4	Notification of New Certificate Issuance to Subscriber .....	29
4.8.5	Conduct Constituting Acceptance of Modified Certificate .....	29
4.8.6	Publication of the Modified Certificate by the CA.....	29
4.8.7	Notification of Certificate Issuance by the CA to Other Entities .....	29
4.9	Certificate Revocation and Suspension.....	30
4.9.1	Circumstances for Revocation .....	30
4.9.2	Who Can Request Revocation .....	31
4.9.3	Procedure for Revocation Request .....	31
4.9.4	Revocation Request Grace Period .....	31
4.9.5	Time within Which CA Must Process the Revocation Request .....	31
4.9.6	Revocation Checking Requirements for Relying Parties .....	32
4.9.7	CRL Issuance Frequency.....	32
4.9.8	Maximum Latency for CRLs .....	32
4.9.9	On-Line Revocation/Status Checking Availability .....	32
4.9.10	On-Line Revocation Checking Requirements.....	32
4.9.11	Other Forms of Revocation Advertisements Available.....	32
4.9.12	Special Requirements regarding Key Compromise .....	32
4.9.13	Circumstances for Suspension.....	33
4.9.14	Who Can Request Suspension .....	33
4.9.15	Procedure for Suspension Request.....	33
4.9.16	Limits on Suspension Period.....	33

4.10	Certificate Status Services.....	33
4.10.1	Operational Characteristics .....	33
4.10.2	Service Availability .....	33
4.10.3	Optional Features .....	33
4.11	End of Subscription .....	33
4.12	Key Escrow and Recovery.....	33
4.12.1	Key Escrow and Recovery Policy and Practices .....	34
4.12.2	Session Key Encapsulation and Recovery Policy and Practices .....	34
5.	FACILITY, MANAGEMENT, AND OPERATIONAL CONTROLS .....	35
5.1	Physical Controls .....	35
5.1.1	Site Location and Construction .....	35
5.1.2	Physical Access .....	35
5.1.3	Power and Air Conditioning.....	36
5.1.4	Water Exposures .....	36
5.1.5	Fire Prevention and Protection.....	36
5.1.6	Media Storage.....	36
5.1.7	Waste Disposal .....	36
5.1.8	Off-Site Backup.....	36
5.2	Procedural Controls .....	36
5.2.1	Trusted Roles.....	36
5.2.2	Number of Persons Required per Task .....	37
5.2.3	Identification and Authentication for Each Role .....	37
5.2.4	Roles Requiring Separation of Duties.....	38
5.3	Personnel Controls.....	38
5.3.1	Qualifications, Experience, and Clearance Requirements.....	38
5.3.2	Background Check Procedures.....	38
5.3.3	Training Requirements.....	39
5.3.4	Retraining Frequency and Requirements .....	39
5.3.5	Job Rotation Frequency and Sequence .....	39
5.3.6	Sanctions for Unauthorized Actions .....	39
5.3.7	Independent Contractor Requirements.....	40
5.3.8	Documentation Supplied to Personnel .....	40
5.4	Audit Logging Procedures .....	40
5.4.1	Types of Events Recorded .....	40
5.4.2	Frequency of Processing Log.....	41
5.4.3	Retention Period for Audit Log .....	41
5.4.4	Protection of Audit Log.....	41
5.4.5	Audit Log Backup Procedures.....	41
5.4.6	Audit Collection System (Internal vs. External).....	41
5.4.7	Notification to Event-Causing Subject .....	41
5.4.8	Vulnerability Assessments .....	41
5.5	Records Archival.....	42
5.5.1	Types of Records Archived .....	42
5.5.2	Retention Period for Archive .....	42
5.5.3	Protection of Archive .....	42
5.5.4	Archive Backup Procedures.....	42
5.5.5	Requirements for Time-Stamping of Records.....	43
5.5.6	Archive Collection System.....	43
5.5.7	Procedures to Obtain and Verify Archive Information .....	43
5.6	Key Changeover .....	43
5.7	Compromise and Disaster Recovery .....	43

5.7.1	Incident and Compromise Handling Procedures .....	43
5.7.2	Computing Resources, Software, and/or Data Are Corrupted .....	44
5.7.3	Entity Private Key Compromise Procedures.....	44
5.7.4	Business Continuity Capabilities After a Disaster .....	44
5.8	CA or RA Termination .....	46
6.	TECHNICAL SECURITY CONTROLS.....	47
6.1	Key Pair Generation and Installation .....	47
6.1.1	Key Pair Generation.....	47
6.1.2	Private Key Delivery to Subscriber .....	47
6.1.3	Public Key Delivery to Certificate Issuer .....	47
6.1.4	CA Public Key Delivery to Relying Parties.....	47
6.1.5	Key Sizes.....	48
6.1.6	Public Key Parameters Generation and Quality Checking.....	48
6.2	Private Key Protection and Cryptographic Module Engineering Controls .....	48
6.2.1	Cryptographic Module Standards and Controls .....	48
6.2.2	Private Key (m out of n) Multi-Person Control .....	49
6.2.3	Private Key Escrow .....	49
6.2.4	Private Key Backup.....	49
6.2.5	Private Key Archival.....	49
6.2.6	Private Key Transfer Into or From a Cryptographic Module .....	49
6.2.7	Private Key Storage on Cryptographic Module .....	50
6.2.8	Method of Activating Private Key.....	50
6.2.9	Method of Deactivating Private Key .....	51
6.2.10	Method of Destroying Private Key .....	51
6.2.11	Cryptographic Module Rating.....	51
6.3	Other Aspects of Key Pair Management .....	51
6.3.1	Public Key Archival .....	51
6.3.2	Certificate Operational Periods and Key Pair Usage Periods .....	52
6.4	Activation Data.....	52
6.4.1	Activation Data Generation and Installation.....	52
6.4.2	Activation Data Protection .....	53
6.4.3	Other Aspects of Activation Data.....	53
6.5	Computer Security Controls .....	53
6.5.1	Specific Computer Security Technical Requirements .....	54
6.5.2	Computer Security Rating .....	54
6.6	Life Cycle Technical Controls.....	54
6.6.1	System Development Controls.....	54
6.6.2	Security Management Controls .....	54
6.6.3	Life Cycle Security Controls .....	54
6.7	Network Security Controls.....	55
6.8	Time-Stamping.....	55
7.	CERTIFICATE, CRL, AND OCSP PROFILES .....	56
7.1	Certificate Profile.....	56
7.1.1	Version Number(s).....	56
7.1.2	Certificate Extensions .....	56
7.1.3	Algorithm Object Identifiers .....	59
7.1.4	Name Forms .....	59
7.1.5	Name Constraints .....	59
7.1.6	Certificate Policy Object Identifier.....	59
7.1.7	Usage of Policy Constraints Extension.....	60
7.1.8	Policy Qualifiers Syntax and Semantics .....	60

7.1.9	Processing Semantics for the Critical Certificate Policies Extension .....	60
7.2	CRL Profile.....	60
7.2.1	Version Number(s).....	61
7.2.2	CRL and CRL Entry Extensions .....	61
7.3	OCSP Profile.....	61
7.3.1	Version Number(s).....	61
8.	COMPLIANCE AUDIT AND OTHER ASSESSMENTS .....	62
8.1	Frequency and Circumstances of Assessment.....	62
8.2	Identity/Qualifications of Assessor.....	62
8.3	Topics Covered by Assessment .....	63
8.4	Actions Taken as a Result of Deficiency .....	63
8.5	Communications of Results.....	63
9.	OTHER BUSINESS AND LEGAL MATTERS .....	64
9.1	Fees.....	64
9.1.1	Certificate Issuance or Renewal Fees .....	64
9.1.2	Certificate Access Fees .....	64
9.1.3	Revocation or Status Information Access Fees .....	64
9.1.4	Fees for Other Services .....	64
9.1.5	Refund Policy.....	64
9.2	Financial Responsibility.....	65
9.2.1	Insurance Coverage.....	65
9.2.2	Other Assets .....	65
9.3	Confidentiality of Business Information.....	65
9.3.1	Scope of Confidential Information .....	65
9.3.2	Information Not Within the Scope of Confidential Information.....	65
9.3.3	Responsibility to Protect Confidential Information .....	65
9.4	Privacy of Personal Information.....	65
9.4.1	Privacy Plan .....	65
9.4.2	Information Treated as Private .....	66
9.4.3	Information Not Deemed Private .....	66
9.4.4	Responsibility to Protect Private Information .....	66
9.4.5	Notice and Consent to Use Private Information.....	66
9.4.6	Disclosure Pursuant to Judicial or Administrative Process .....	66
9.4.7	Disclosure Upon Owner's Request.....	66
9.4.8	Other Information Disclosure Circumstances .....	66
9.5	Intellectual Property rights.....	67
9.5.1	Property Rights in Certificates and Revocation Information.....	67
9.5.2	Property Rights in the CPS .....	67
9.5.3	Property Rights in Names .....	67
9.5.4	Property Rights in Keys and Key Material .....	67
9.6	Representations and Warranties .....	68
9.6.1	CA Representations and Warranties .....	68
9.6.2	RA Representations and Warranties .....	68
9.6.3	Subscriber Representations and Warranties .....	68
9.6.4	Relying Party Representations and Warranties.....	69
9.6.5	Representations and Warranties of Other Participants.....	69
9.7	Disclaimers of Warranties .....	69
9.8	Obligations for CAs issuing Qualified Certificates.....	69
9.9	Limitations of Liability .....	70
9.10	Indemnities .....	71
9.10.1	Indemnification by Subscribers.....	71

9.10.2	Indemnification by Relying Parties .....	71
9.11	Term and Termination .....	71
9.11.1	Term .....	71
9.11.2	Termination.....	71
9.11.3	Effect of Termination and Survival.....	71
9.12	Individual Notices and Communications with Participants.....	72
9.13	Amendments .....	72
9.13.1	Procedure for Amendment .....	72
9.13.2	Notification Mechanism and Period.....	72
9.13.3	Circumstances under Which OID Must be Changed .....	73
9.14	Dispute Resolution Provisions .....	73
9.14.1	Disputes among Symantec, Affiliates, and Customers .....	73
9.14.2	Disputes with End-User Subscribers or Relying Parties .....	73
9.15	Governing Law .....	73
9.16	Compliance with Applicable Law .....	73
9.17	Miscellaneous Provisions .....	73
9.17.1	Entire Agreement .....	73
9.17.2	Assignment .....	74
9.17.3	Severability .....	74
9.17.4	Enforcement (Attorney's Fees and Waiver of Rights) .....	74
9.17.5	Force Majeure.....	74
9.18	Other Provisions .....	74
Appendix A.	Table of Acronyms and definitions.....	75
	Table of Acronyms .....	75
	Definitions .....	75



# 1. INTRODUCTION

This document is the ADACOM Certification Practice Statement for Qualified Certificates (“CPS”). It states the practices that ADACOM certification authorities (“CAs”) employ in providing certification services for Qualified Certificates in accordance with the European and Greek law that include, but are not limited to, issuing, managing, revoking, and renewing Qualified Certificates in accordance with the specific requirements of the VeriSign Trust Network Certificate Policies (“CP”) and the VeriSign Trust Network European Directive Policies (“EDP”) that supplements the CP.

The CP is the principal statement of policy governing the VeriSign Trust Network (VTN). It establishes the business, legal, and technical requirements for approving, issuing, managing, using, revoking, and renewing, digital Certificates within the VTN and providing associated trust services. These requirements, called the “VTN Standards,” protect the security and integrity of the VTN, apply to all VTN Participants, and thereby provide assurances of uniform trust throughout the VTN. More information concerning the VTN and VTN Standards is available in the CP.<sup>1</sup>

In addition the VeriSign Trust Network European Directive Policies (“EDP”) supplements the “CP” with additional information as to how the VTN meets specific policy requirements set forth by the European Telecommunications Standards Institute (“ETSI”). The purpose of the EDP is to facilitate compliance with the Directive 1999/93/EC of the European Parliament and of the Council of 13 December 1999 on a Community framework for Electronic Signatures (the “Directive”).

1 The Directive is intended to facilitate the use of Electronic Signatures and establishes requirements for “Qualified Certificates” that support certain types of Electronic Signatures. The EDP also describes the two certificate policies set forth in the European Telecommunications Standards Institute (“ETSI”) Technical Specification 101 456 (the “ETSI Policy Document Policy Document”).

2 The EDP defines two policies that supplement the CP referring to Qualified Certificates, referred to here as “Directive Level 1” (“DL1”) and “Directive Level 2” (“DL2”). DL1 and DL2 correspond, respectively, to the “QCP public” certificate policy and “QCP public + SSCD” certificate policy defined in the ETSI Policy Document.

3 Finally, the EDP supplements the certificate profile developed by ETSI (the “Qualified Certificate Profile”), which defines a technical format for Certificates that meet the requirements of the directive (“Qualified Certificates”). Certification Authorities issuing Qualified Certificates can use the Qualified Certificate Profile to assist them in issuing certificates that comply with annex I and II of the Directive. A copy of the EDP can be found at

<https://www.adacom.com/repository/edp>.

ADACOM has authority over a portion of the VTN called its “Sub-domain” of the VTN. ADACOM’s Sub-domain includes entities subordinate to it such as its Customers, Subscribers, and Relying Parties.

While the CP and EDP set forth requirements that VTN Participants must meet, this CPS describes how ADACOM meets these requirements within ADACOM’s Sub-domain of the VTN. More specifically, this CPS describes the practices that ADACOM employs for:

- Securely managing the core infrastructure that supports the VTN, and
- Issuing, managing, revoking, and renewing VTN Qualified Certificates

---

<sup>1</sup> The current version of VTN CP, can be found at <https://www.adacom.com/repository>

within ADACOM's Sub-domain of the VTN, in accordance with the requirements of the CP, the EDP and its VTN Standards.

This CPS conforms to the Internet Engineering Task Force (IETF) RFC 3647 for Certificate Policy and Certification Practice Statement construction.

## **1.1 Overview**

ADACOM is a "Processing Center," as described in CP § 1.1.2.1.2, which means ADACOM has established a secure facility housing, among other things, CA systems, including the cryptographic modules holding the private keys used for the issuance of Certificates. ADACOM acts as a CA in the VTN and performs all Certificate lifecycle services of issuing, managing, revoking, and renewing Certificates. It also provides CA key management and Certificate lifecycle services on behalf of its Enterprise Customers or the Enterprise Customers of the Service Centers subordinate to ADACOM. ADACOM also offers Certificates in three lines of business:

- Consumer (Class 1 client Retail Certificates, Qualified Certificates and Class 3 Administrator Certificates),
- Web Site (Secure Server ID and Secure Server Pro), and
- Enterprise (providing Managed PKI services).

Web Site Certificates (Secure Server ID and Secure Server Pro) are offered by ADACOM in a special cooperation with Symantec and not under an ADACOM CA. For this line of business the Symantec CPS shall apply as published on <http://www.verisign.com/repository/index.html>.

This CPS is specifically applicable to:

- Symantec's Public Primary Certification Authority (PCA), being the Root Certification Authority for ADACOM Qualified Certificates,
- ADACOM Infrastructure CAs, and ADACOM Administrative CAs supporting the VeriSign Trust Network, and the management of the Qualified Certificates issued by ADACOM,
- ADACOM's Public CAs, consist the certificate chain for ADACOM Qualified Certificates.

More generally, the CPS also governs the use of VTN services regarding Qualified Certificates within ADACOM's Sub-domain of the VTN by all individuals and entities within ADACOM's Sub-domain (collectively, "ADACOM Sub-domain Participants").

Private CAs and hierarchies managed by ADACOM are outside the scope of this CPS. The practices relating to services provided by other Affiliates or services provided by Symantec to other Affiliates are beyond the scope of this CPS. The CAs managed by other Affiliates are also outside the scope of this CPS.

The VTN includes four classes of Certificates, Classes 1-4, as well as the two distinct policies DL1 and DL2 for Qualified Certificates (with or without a Secure Signature Creation Device - SSCD). The CP is a single document that defines these certificate policies, one for each of the Classes, and sets VTN Standards for each Class. EDP is the document that defines the two certificate policies for Qualified Certificates (DL1 and DL2).

ADACOM offers the following types of certificates within its Sub-domain of the VTN:

- Class 1
- Class 2 (For the Managed PKI users)
- Qualified Certificates (two distinct policies, DL1 and DL2)

This CPS describes how ADACOM meets the CP and EDP requirements for the Qualified Certificates it issues within its Sub-domain. Thus, the CPS, as a single document, covers practices and procedures concerning the issuance and management of the Qualified Certificate provided by ADACOM.

ADACOM may publish Certificate Practices Statements that are supplemental to this CPS in order to comply with the specific policy requirements of the applicable legislation, or other industry standards and requirements. These supplemental certificate practices shall be made available to subscribers for the certificates issued under the supplemental policies and their relying parties.

The CPS is only one of a set of documents relevant to ADACOM's Sub-domain of the VTN. These other documents include:

- Ancillary confidential security and operational documents<sup>2</sup> that supplement the CP and CPS by providing more detailed requirements, such as:
  - The Symantec Physical Security Policy, which sets forth security principles governing the VTN infrastructure,
  - The Symantec Security and Audit Requirements Guide, which describes detailed requirements for Symantec and Affiliates concerning personnel, physical, telecommunications, logical, and cryptographic key management security, and
  - Key Ceremony Reference Guide, which presents detailed key management operational requirements.
  - The ADACOM Physical Security Policy which sets forth security principles governing ADACOM Sub-domain,
  - The ADACOM Information System Security Policy that states the requirements for Information System infrastructure in order to operate securely and according to relative legislative and contractual requirements.
  - ADACOM Cryptographic Key Management Policy, which presents detailed key management operational requirements.
- Ancillary agreements imposed by ADACOM. These agreements bind Customers, Subscribers, and Relying Parties of ADACOM. Among other things, the agreements flow down VTN Standards to these VTN Participants and, in some cases, state specific practices for how they must meet VTN Standards.

In many instances, the CPS refers to these ancillary documents for specific, detailed practices implementing VTN Standards where including the specifics in the CPS could compromise the security of ADACOM's Sub-domain of the VTN.

## **1.2 Document name and Identification**

This document is the ADACOM Certification Practice Statement for Qualified Certificates. VTN Certificates contain object identifier values corresponding to the applicable VTN Class of Certificate. Therefore, ADACOM has not assigned this CPS an object identifier value.

Certificate Policy Object Identifiers are used in accordance with Section 7.1.6.

---

<sup>2</sup> Although these documents are not publicly available their specifications are included in VeriSign's Annual WebTrust for Certification authorities audit and may be made available to customer under special Agreement

## **1.3 PKI Participants**

### **1.3.1 Certification Authorities**

The term Certification Authority (CA) is an umbrella term that refers to all entities authorized to issue public key certificates within the VTN. The CA term encompasses a subcategory of issuers called Primary Certification Authorities (PCA). PCAs act as roots of four domains<sup>3</sup>, one for each class of Certificate. Each PCA is a Symantec entity. Subordinate to the PCAs are ADACOM Certification Authorities that issue Certificates to end-user Subscribers or other CAs. ADACOM owns, among others, an Issuing CA used for managing the Qualified Certificates.

ADACOM enterprise customers may operate their own CAs as a subordinate CA to a VeriSign PCA. Such a customer enters into a contractual relationship with ADACOM to abide by all the requirements of the VTN CP and the ADACOM CPS. These subordinate CAs may, however implement a more restrictive practices based on their internal requirements. Especially, when these subordinate CAs manage Qualified Certificates they are bound to comply with all the requirements set forth in the VTN EDP.

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

The Secure Server CA employs lifecycle practices that are substantially similar with those of other Class 3 CAs within the VTN. Thus, Symantec has approved and designated the Secure Server Certification Authority as a Class 3 CA within the VTN. The Certificates it issues are considered to provide assurances of trustworthiness comparable to other Class 3 organizational Certificates.

In this CPS, references to CAs refer to CAs that comprise the certificate chain of ADACOM Qualified Certificates. More specifically these CAs are:

- (VeriSign) Class 2 Public Primary Certification Authority – G2, as Root CA,
- ADACOM Class 2 CA, as Intermediate CA, and
- ADACOM Qualified Certificate Services CA, as Issuing CA.

### **1.3.2 Registration Authorities**

A Registration Authority is an entity that performs identification and authentication of certificate applicants for end-user certificates, initiates or passes along revocation requests for certificates for end-user certificates, and approves applications for renewal or re-keying certificates on behalf of a VTN CA. ADACOM acts as an RA for the Qualified Certificates it issues.

Third parties, who enter into a contractual relationship with ADACOM, may operate their own RA and authorize the issuance of certificates by an ADACOM CA. Third party RAs must abide by all the requirements of the VTN CP, the ADACOM CPS and the terms of their enterprise services agreement with ADACOM. RAs may, however implement more restrictive practices based on their internal requirements.<sup>4</sup> For Qualified Certificates, this is not an applicable option.

---

<sup>3</sup> Class 4 certificates are not currently issued by the VTN

<sup>4</sup> An example of a third party RA is a customer of Managed PKI services customer.

ADACOM may enter into a contractual relationship with one or more third parties, in order to outsource part of RA responsibilities, especially regarding the validation of the Subscriber. In this case, the third party constitutes a Local Registration Authority (LRA). LRA performs its responsibilities in accordance with and is bound by the contractual terms and this CPS, as well.

### **1.3.3 Subscribers**

Subscribers under the VTN include all end users (including entities) of certificates issued by a VTN CA. A subscriber is the entity named as the end-user Subscriber of a certificate. End-user Subscribers may be individuals or organizations. For Qualified Certificates, end-user Subscribers may be only legally eligible individuals, in accordance with the Greek law.

In some cases certificates are issued directly to individuals or entities for their own use. However, there commonly exist other situations where the party requiring a certificate is different from the subject to whom the credential applies. For example, an organization may require certificates for its employees to allow them to represent the organization in electronic transactions/business. In such situations the entity subscribing for the issuance of certificates (i.e. paying for them, either through subscription to a specific service, or as the issuer itself) is different from the entity which is the subject of the certificate (generally, the holder of the credential). Two different terms are used in this CPS to distinguish between these two roles: "Subscriber", is the entity which contracts with ADACOM for the issuance of credentials and; "Subject", is the person to whom the credential is bound. The Subscriber bears ultimate responsibility for the use of the credential but the Subject is the individual that is authenticated when the credential is presented.

When 'Subject' is used, it is to indicate a distinction from the Subscriber. When "Subscriber" is used it may mean just the Subscriber as a distinct entity but may also use the term to embrace the two. The context of its use in this CPS will invoke the correct understanding.

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

### **1.3.4 Relying Parties**

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

### **1.3.5 Other Participants**

Not applicable.

## 1.4 Certificate Usage

### 1.4.1 Appropriate Certificate Usages

Individual Certificates are normally used by individuals to sign and encrypt e-mail and to authenticate to applications (client authentication). While the most common usages for ADACOM Qualified individual certificates are included in Table 1 below, a DL1 or DL2 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, the VTN CP, the VTN EDP, this CPS and the Subscriber Agreement.

DL1 Certificates may be used to support digital signatures, where the applications making use of the digital signatures require Electronic Signatures that “are not [to be] denied legal effectiveness and admissibility as evidence in legal proceedings” in accordance with article 5(2) of the Directive. The uses for DL1 Certificates correspond to the uses for certificates identified in the QCP public Certificate policy in the ETSI Policy Document.

DL2 Certificates may be used to support digital signatures where the applications making use of the digital signatures require Advanced Electronic Signatures that “satisfy the requirements of a signature in relation to data in electronic form in the same manner as a hand-written signature satisfies those requirements in relation to paper based data” in accordance with article 5(1) of the Directive. The uses for DL2 Certificates correspond to the uses for Certificates identified in the QCP public+ SSCD Certificate policy in the ETSI Policy Document.

DL1 and DL2 Certificates are **High assurance Certificates** that provide a high level of assurance of the identity of the Subscriber.

Certificate Class	Assurance Level		Usage		
	Low assurance level	High assurance Level	Signing	Encryption	Client Authentication
DL1 Certificates		✓	✓	✓	✓
DL2 Certificates		✓	✓	✓	✓

Table 1 - Individual Certificate Usage

### 1.4.2 Restricted Applications

In addition Subscribers and/or Subjects of DL2 Certificates shall use an SSCD to create digital signatures only in connection with the use of an SSCD.

### **1.4.3 Prohibited Certificate Uses**

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

VeriSign Certificates are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

DL1 and DL2 Certificates are intended for client applications and shall not be used as server or organizational Certificates or as CA Certificates.

CA Certificates may not be used for any functions except CA functions.

Symantec and ADACOM 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. ADACOM 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. ADACOM recommends the use of PCA Roots as root certificates.

## **1.5 Policy Administration**

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

ADACOM S.A.  
25, Kreontos Street  
10442, Athens  
Greece

Attn: Practices Development – CPS  
phone number: +30 210 5193740  
fax number: +30 210 5193555  
[practices@adacom.com](mailto:practices@adacom.com)

### **1.5.2 Contact Person**

The Certificate Policy Manager  
ADACOM Practices Development Group  
25, Kreontos Street,  
10442, Athens,  
Greece

Attn: Practices Development – CPS  
ADACOM phone number +30 210 5193740  
ADACOM fax number: +30 210 5193555  
[practices@adacom.com](mailto:practices@adacom.com)

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

The organization identified in Section 1.5.2 is responsible for determining whether this CPS and other documents in the nature of certification practice statements that supplement or are subordinate to this CPS are suitable under the VTN CP, the VTN EDP and this CPS.

### **1.5.4 CPS Approval Procedure**

Approval of this CPS and subsequent amendments are made by the ADACOM Practices Development Group (APDG) and the Policy Management Authority (PMA). Amendments are either in the form of a document containing an amended form of the CPS or an update notice. Amended versions or updates are linked to the Practices Updates and Notices section of the ADACOM Repository located at:

<https://www.adacom.com.repository/updates>.

Updates supersede any designated or conflicting provisions of the referenced version of the CPS.

## **1.6 Definitions and Acronyms**

See Appendix A for a table of acronyms and definitions.



## 2. PUBLICATION AND REPOSITORY RESPONSIBILITIES

### 2.1 Repositories

ADACOM is responsible for the repository functions for its own CAs. ADACOM publishes the issued DL1 or DL2 Certificates in the repository in accordance with CPS § 2.2.

Upon revocation of an end-user Subscriber's Certificate, ADACOM publishes notice of such revocation in the repository. ADACOM issues Certificate Revocation Lists (CRLs) for its own CAs, pursuant to the provisions of this CPS.

### 2.2 Publication of Certificate Information

ADACOM maintains a web-based repository that permits Relying Parties to make online inquiries regarding revocation and other Certificate status information. ADACOM provides Relying Parties with information on how to find the appropriate repository to check Certificate status.

ADACOM publishes the Certificates it issues on behalf of its own CAs. Upon revocation of an end-user Subscriber's Certificate, ADACOM publishes notice of such revocation in the repository. In addition, ADACOM issues CRLs.

ADACOM will at all times publish in the repository section of its web site, a current version of:

- The VTN CP
- The VTN EDP
- This CPS
- Subscriber Agreements
- Relying Party Agreements
- It's Privacy Policy

ADACOM is responsible for the repository function for ADACOM CAs

ADACOM publishes certain CA information in the repository section of ADACOM's web site at <http://sec.adacom.com/repository/> as described below.

ADACOM publishes Certificates in accordance with Table 2 below.

<b>Certificate Type</b>	<b>Publication Requirements</b>
VeriSign PCA	Available to Relying Parties through inclusion in current browser software.
ADACOM Intermediate and Issuing CA Certificates	Available to Relying Parties as part of a Certificate Chain that can be obtained with the end-user Subscriber Certificate through the query functions described below.
End-User Subscriber Certificates	Available to relying parties through query functions in the ADACOM repository at: <a href="https://www.adacom.com/repository">https://www.adacom.com/repository</a> . Also available through query of the ADACOM LDAP directory server at <a href="http://directory.adacom.com">directory.adacom.com</a> .

**Table 2 – Certificate Publication Requirements**

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

Updates to this CPS are published in accordance with Section 9.13. Updates to Subscriber Agreements and Relying Party Agreements are published as necessary. Certificates are published upon issuance. Certificate status information is published in accordance with the provisions of this CPS.

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

Information published in the repository portion of the ADACOM web site is publicly-accessible information. Read only access to such information is unrestricted. ADACOM requires persons to agree to a Relying Party Agreement as a condition to accessing Certificates, Certificate status information, or CRLs. ADACOM has implemented logical and physical security measures to prevent unauthorized persons from adding, deleting, or modifying repository entries according to the applicable ADACOM security policies.

### 3. IDENTIFICATION AND AUTHENTICATION

#### 3.1 Naming

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

##### 3.1.1 Type of Names

*While the VTN is now owned by Symantec Corporation (see Acquisition Notice on p ii) certificates shall continue to be issued indicating “VeriSign Inc.” and “VeriSign Trust Network” until such time that re-branding can occur.*

ADACOM CA Certificates contain X.501 Distinguished Names in the Issuer and Subject fields. ADACOM CA Distinguished Names consist of the components specified in Table 3 below.

Attribute	Value					
	Issuer Field			Subject Field		
	Root CA	Intermediate CA	Issuing CA	Root CA	Intermediate CA	Issuing CA
Country (C) =	US	US	GR	US		GR
Organization (O) =	VeriSign, Inc.	VeriSign, Inc	ADACOM S.A	VeriSign, Inc	ADACOM S.A	ADACOM S.A
Organizational Unit (OU) =	<ul style="list-style-type: none"> <li>• VeriSign Trust Network</li> <li>• © 1998 VeriSign, Inc. – For authorized use only</li> <li>• Class 2 Public Primary Certification Authority – G2</li> </ul>	<ul style="list-style-type: none"> <li>• VeriSign Trust Network</li> <li>• © 1998 VeriSign, Inc. – For authorized use only</li> <li>• Class 2 Public Primary Certification Authority – G2</li> </ul>	VeriSign Trust Network	<ul style="list-style-type: none"> <li>• © 1998 VeriSign, Inc. – For authorized use only</li> <li>• Class 2 Public Primary Certification Authority – G2</li> </ul>	VeriSign Trust Network	<ul style="list-style-type: none"> <li>• Class 2 Onsite Individual Subscriber CA</li> <li>• Terms of use at <a href="https://sec.adacom.com/rpa(c)03">https://sec.adacom.com/rpa(c)03</a></li> <li>• VeriSign Trust Network</li> </ul>
Common Name (CN) =	-----	-----	Adacom Class 2 CA	-----	Adacom Class 2 CA	ADACOM Qualified Certificate Services CA

**Table 3 – Distinguished Name Attributes in CA Certificates**

End-user Subscriber Certificates contain an X.501 distinguished name in the Subject name field and consist of the components specified in Table 4 below.

<b>Attribute</b>	<b>Value</b>
Country (C) =	2 letter ISO country code of the end user
Organization (O) =	The Organization attribute is used as follows: <ul style="list-style-type: none"> <li>• ADACOM S.A.</li> <li>• Subscriber organizational name for individual Certificates that have an organization affiliation.</li> </ul>
Organizational Unit (OU) =	ADACOM end-user Subscriber Certificates contain multiple OU attributes. ADACOM end-users contains at least the following OU attributes: <ul style="list-style-type: none"> <li>• Terms of use at <a href="http://sec.adacom.com/rpa">sec.adacom.com/rpa</a> (c)03</li> <li>• QCServices</li> </ul>
Common Name (CN) =	This attribute includes the Full Name of the end user
E-Mail Address (E) =	E-mail address of the end user

**Table 4 – Distinguished Name Attributes in End User Subscriber Certificates**

The Common Name (CN=) component of the Subject distinguished name of end-user Subscriber Certificates is authenticated. The common name value included in the Subject distinguished name of individual Certificates represents the individual's real personal name.

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

DL1 and DL2 Certificates contain names with commonly understood semantics permitting the determination of the identity of the individual that is the Subject of the Certificate.

ADACOM CA certificates contain names with commonly understood semantics permitting the determination of the identity of the CA that is the Subject of the Certificate.

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

For ADACOM Qualified Certificates (DL1 or DL2), the use of pseudonyms is not permitted.

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

No stipulation.

### **3.1.5 Uniqueness of Names**

ADACOM ensures that Subject Distinguished Names of Subscriber are unique within the domain of a specific CA through automated components of the Subscriber enrollment process. It is possible for a Subscriber to have two or more certificates with the similar Subject Distinguished Name.

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

Certificate Applicants are prohibited from using names in their Certificate Applications that infringe upon the Intellectual Property Rights of others. ADACOM, however, does not verify whether a Certificate Applicant has Intellectual Property Rights in the name appearing in a Certificate Application or arbitrates, mediates or otherwise resolves any dispute concerning the ownership of any domain name, trade name, trademark, or service mark. ADACOM is entitled, without liability to any Certificate Applicant, to reject or suspend any Certificate Application because of such dispute.

## **3.2 Initial Identity Validation**

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

The certificate applicant must demonstrate that it rightfully holds the private key corresponding to the public key to be listed in the Certificate. The method to prove possession of a private key shall be PKCS #10, another cryptographically equivalent demonstration or another ADACOM-approved and Symantec-approved method.

### **3.2.2 Authentication of Individual Identity**

For DL1 and DL2 Certificates the authentication of identity is based on the personal (physical) presence of the Certificate Applicant before an agent of the ADACOM, or before a notary public or other official with comparable authority within the Certificate Applicant's jurisdiction. ADACOM representatives, notary or other official authority, check the identity of the Certificate Applicant against a well-organized document of identification issued photographic identification, such as an identification card or a passport. When the authentication is based on the personal (physical) presence of the Certificate Applicant before an agent of the ADACOM, ADACOM attests a copy of the Applicant's identification card or a passport for archiving purposes. When the authentication is based on the personal (physical) presence of the Certificate Applicant before a notary public or other official with comparable authority, the Applicant has to submit to ADACOM or the equivalent RA, an attested copy of his/her identification card or passport, referring the attestation date.

The attestation of the identification card or the passport must be in the Greek, English, French or German language. In case of an identification card or a passport issued in other than the above languages, the attestation must be in one of those languages or accompanied by an official translation in one of the above mentioned languages.

### **3.2.3 Non-Verified Subscriber information**

Non-verified subscriber information includes the Organization Unit (OU) attributes.

### **3.2.4 Validation of Authority**

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

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

- Uses information contained in the business records or databases of business information (employee or customer directories) of an RA approving certificates to its own affiliated individuals or confirms by telephone, confirmatory postal mail, or comparable procedure to the organization, the employment with the Organization of the individual submitting the Certificate Application and, when appropriate, his/her authority to act on behalf of the Organization.

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

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

Generally speaking, both "Rekey" and "Renewal" are commonly described as "Certificate Renewal", focusing on the fact that the old Certificate is being replaced with a new Certificate and not emphasizing whether or not a new key pair is generated. For DL1 and DL2 Certificates this distinction is not important as a new key pair is always generated as part of ADACOM's end-user Subscriber Certificate replacement process.

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

As a condition of approving the renewal of a Qualified Certificate, ADACOM or the equivalent RA checks that the information used to verify the identity of the Subject is still valid. Re-key procedures ensure that the person seeking to rekey an end-user Subscriber Certificate is in fact the Subscriber of the Certificate.

The Subscriber submits a rekey application to ADACOM or the equivalent RA by submitting his existing certificate (digitally signing), and the RA, reconfirms in such way the identity of the Subscriber. One acceptable procedure is through the use of a Challenge Phrase (or the equivalent thereof), or proof of possession of the private key. Subscribers choose and submit with their enrollment information a Challenge Phrase. Upon renewal of a Certificate, if a Subscriber correctly submits the Subscriber's Challenge Phrase (or the equivalent thereof) with the Subscriber's reenrollment information, and the enrollment information (including Corporate and Technical contact information) has not changed, a renewal Certificate is automatically issued.

For DL1 and DL2 certificates, the personal (physical) presence of the Certificate Applicant before an agent of ADACOM, or before a notary public or other official with comparable authority within the Certificate Applicant's jurisdiction, is not required, unless the verified registration data included in the certificate or the identification documents (identification card or a passport) that had been submitted at the initial application have changed.

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

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

- The Certificate was issued to a person other than the one named as the Subject of the Certificate, or
- The Certificate was issued without the authorization of the person or entity named as the Subject of such Certificate, or
- ADACOM discovers or has reason to believe that a material fact in the Certificate Application is false.
- For any other reason deemed necessary by Symantec or ADACOM to protect the VTN.

Renewal of a Certificate following revocation must ensure that the person seeking renewal is, in fact, the Subscriber. The requirements for the identification and authentication of an original Certificate Application are used for renewing a Certificate following revocation.

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

Prior to the revocation of a Certificate, ADACOM verifies that the revocation has been requested by the Certificate's Subscriber, the entity that approved the Certificate Application.

Acceptable procedures for authenticating the revocation requests of a Subscriber include one or more of the following:

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

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

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

### **4.1 Certificate Application**

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

Application for Qualified Certificate may submit the natural (physical) person, who is the subject of the Certificate, provided that he/she is an adult and legally eligible according to the Greek law.

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

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

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

- Completing and signing a Certificate Application and providing true and correct information
- Generating, or arranging to have generated, a key pair
- Delivering his, her, or its public key, directly or through an RA, to ADACOM
- Demonstrating possession of the private key corresponding to the public key delivered to ADACOM.

The enrollment process for Qualified Certificates is in accordance with CP § 4.1.1, subject to the following clarifications:

- The Subscriber Agreements, to which Certificate Applicants manifest assent, are communicated in accordance with EDP § 2.1.1, 2.1.2
- The Certificate Applicant shall present evidence of identity consistent with EDP § 3.1.9 and
- The enrollment information provided in the Certificate Application includes a physical address, or other attributes, that enable ADACOM to contact the Certificate Applicant.

Records retained in accordance with CPS § 5.4.1. include the information used to authenticate the Certificate Applicant's identity (including any reference number on the documentation used for authentication and any limitations on its validity) and a record of the signed subscriber agreement in electronic form, wherein the Subscriber inter alia consents to the keeping of a record by the CA of information used in registration and include all other consents required in ETSI Policy Document.

In the case of an application for rekeying:

- Any changes in the terms of the Subscriber Agreement following the previous enrollment or re-enrollment are communicated in accordance with EDP § 2.1.1, 2.1.2 and
- Records retained under CPS § 5.5.1 also include the Subscriber's assent to any such changes.

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

ADACOM may issue additional RA certificates for the issuance DL1 and DL2 certificates.



## **4.2 Certificate Application Processing**

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

ADACOM RA performs identification and authentication of all required Subscriber information in terms of Section 3.2.

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

ADACOM RA approves an application for a certificate only if the following criteria are met:

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

ADACOM RA rejects a certificate application if:

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

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

ADACOM begins processing certificate applications within a reasonable time of receipt. A certificate application remains active until rejected.

## **4.3 Certificate Issuance**

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

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

The Qualified Certificates generated and issued in accordance with CP § 4.2.1 are issued by systems utilizing safeguards against forgery detailed in CP § 6 and EDP § 6 and that ensure that the Certificate is issued to the Certificate Applicant, or applicant for renewal or rekeying, holding the private key corresponding to the public key in the Certificate to be issued.

The issuance of Certificates under CPS § 3.3 is, as a technical matter, rekeying rather than a recertification of a previously-certified public key.

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

ADACOM either directly or through the RA, notifies Subscribers that they have created such Certificates, and provides Subscribers with access to the Certificates by notifying them that their Certificates are available. Certificates are made available to end-user Subscribers, by informing them via an e-mail message sent to the Subscriber to download the Certificate from a web site.

## **4.4 Certificate Acceptance**

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

The following conduct constitutes certificate acceptance:

- Downloading a Certificate constitutes the Subscriber's acceptance of the Certificate
- Failure of the Subscriber to object to the certificate or its content constitutes certificate acceptance.

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

ADACOM publishes the Certificates it issues in a publicly accessible repository.

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

Not applicable.

## **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 has agreed to the Subscriber agreement and accepted the certificate. The certificate shall be used lawfully in accordance with ADACOM's Subscriber Agreement the terms of the VTN CP and this CPS. Certificate use must be consistent with the KeyUsage field extensions included in the certificate.

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

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

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

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

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

- The appropriateness of the use of a Certificate for any given purpose and determine that the Certificate will, in fact, be used for an appropriate purpose that is not prohibited or otherwise restricted by this CPS. ADACOM is not responsible for assessing the appropriateness of the use of a Certificate.
- That the certificate is being used in accordance with the KeyUsage field extensions included in the certificate.
- The status of the certificate and all the CAs in the chain that issued the certificate. If any of the Certificates in the Certificate Chain have been revoked, the Relying Party is solely responsible to investigate whether reliance on a digital signature performed by an end-

user Subscriber Certificate prior to revocation of a Certificate in the Certificate chain is reasonable. Any such reliance is made solely at the risk of the Relying party.

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

## **4.6 Certificate Renewal**

Not applicable. Certificate renewal is the issuance of a new certificate to the subscriber without changing the public key or any other information in the certificate. Certificate renewal is not supported for DL1 and DL2 certificates.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

## **4.7 Certificate Re-Key**

Certificate rekey is the application for the issuance of a new certificate that certifies the new public key. For DL1 and DL2 Certificates, rekey is supported.

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

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

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

Only the subscriber for an individual certificate may request certificate rekey.

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

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

The Subscriber submits a rekey application to ADACOM RA by submitting his existing certificate (digitally signing), and ADACOM RA, reconfirms the identity of the Subscriber in accordance with the identification and authentication requirements, as described in Section 3.3.1.

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

Subject to the provisions of Section 3.3.1, after re-keying in this fashion, and on at least alternative instances of subsequent re-keying thereafter, ADACOM or an RA shall reconfirm the identity of the Subscriber in accordance with the requirements specified in this CPS for the authentication of an original Certificate Application.

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

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

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

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

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

The re-keyed certificate is published in ADACOM's publicly accessible repository.

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

Not applicable.

### **4.8 Certificate Modification**

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

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

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

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

See Section 4.1.1.

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

ADACOM RA performs identification and authentication of all required Subscriber information in terms of Section 3.2.

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

See Section 4.3.2.

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

See Section 4.4.1.

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

See Section 4.4.2.

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

See Section 4.4.3.

## **4.9 Certificate Revocation and Suspension**

### **4.9.1 Circumstances for Revocation**

The ADACOM Subscriber's agreement provides this obligation or/and right to the parties to request revocation of a Certificate. Only in the circumstances listed below, will an end-user Subscriber certificate be revoked by ADACOM (or by the Subscriber) and published on a CRL. Upon request from a subscriber who can no longer use (or no longer wishes to use) a certificate for a reason other than one mentioned below, ADACOM will flag the certificate as inactive in its database but will not publish the certificate on a CRL.

An end-user Subscriber Certificate is revoked if:

- ADACOM or a Subscriber has reason to believe or strongly suspects that there has been a Compromise of a Subscriber's private key,
- ADACOM has reason to believe that the Subscriber has materially breached a material obligation, representation, or warranty under the applicable Subscriber Agreement,
- The Subscriber Agreement with the Subscriber has been terminated,
- ADACOM has reason to believe that the Certificate was issued in a manner not materially in accordance with the procedures required by this CPS, the Certificate, was issued to a person other than the one named as the Subject of the Certificate, or the Certificate was issued without the authorization of the person named as the Subject of such Certificate,
- ADACOM has reason to believe that a material fact in the Certificate Application is false,
- ADACOM determines that a material prerequisite to Certificate Issuance was neither satisfied nor waived,
- the Subscriber loses the legal eligibility, is declared in absence or death, taking into consideration that each certificate is non-transferable in any case,
- a final court judgment requires the relevant revocation or cancellation
- the private key of the CA has been compromised.
- The information within the Certificate, other than Non-verified Subscriber Information, is incorrect or has changed, or when the Subscriber uses the Certificate in a specific capacity, loses the said capacity (indicatively, in case of retirement of an employee to whom such a certificate has been issued in his/her capacity as an employee serving for a certain agency or in a certain position) or in any case where any data included in the certificate are altered,
- Hellenic Telecommunication & Post Commission finds out, as part of the exercise of its supervisory and inspecting authority, that the Qualified Certificate includes false or inaccurate information with regard to Annex I of Presidential Decree No. 150/2001 or,
- The continued use of that certificate is harmful to the VTN.

When considering whether certificate usage is harmful to the VTN, ADACOM considers, among other things, the following:

- The nature and number of complaints received
- The identity of the complainant(s)
- Relevant legislation in force
- Responses to the alleged harmful use from the Subscriber

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

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

After the approval of a revocation request by the CA, the revoked certificate cannot be re-entered into force.

## **4.9.2 Who Can Request Revocation**

Individual Subscribers or a duly authorized person by them, can request the revocation of their own individual Certificates.

ADACOM is entitled to request or initiate the revocation of the Certificates issued to its own CAs. ADACOM is entitled to request or initiate the revocation of the Certificates issued to its own RAs for Qualified Certificates.

## **4.9.3 Procedure for Revocation Request**

### **4.9.3.1 Procedure for Requesting the Revocation of an End-User Subscriber Certificate**

An end-user Subscriber requesting revocation is required to communicate the request to ADACOM by e-mail at [customer-support@adacom.com](mailto:customer-support@adacom.com) or by telephone at +30 210 9577255 who in turn will initiate revocation of the certificate promptly.

Communication of such revocation request shall be in accordance with CPS § 3.4

### **4.9.3.2 Procedure for Requesting the Revocation of a CA or RA Certificate**

ADACOM may initiate CA or RA Certificate revocation.

## **4.9.4 Revocation Request Grace Period**

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

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

ADACOM takes commercially reasonable steps to process revocation requests without delay.

Right after the approval of a revocation request, the CA informs the subject of the certificate for the revocation via e-mail for this event.

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

Relying Parties shall check the status of Certificates on which they wish to rely. One method by which Relying Parties may check Certificate status is by consulting the most recent CRL from the CA that issued the Certificate on which the Relying Party wishes to rely. Alternatively, Relying Parties may meet this requirement by checking Certificate status using the ADACOM web-based repository. CAs shall provide Relying Parties with information on how to find the appropriate CRL, web-based repository to check for revocation status.

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

CRLs for end-user Subscriber Certificates are issued at least once per day. CRLs for CA Certificates are issued at least annually, but also whenever a CA Certificate is revoked. If a Certificate listed in a CRL expires, it may be removed from later-issued CRLs after the Certificate's expiration.

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

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

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

Online revocation and other Certificate status information are available via a web-based repository. In addition to publishing CRLs, ADACOM provides Certificate status information through query functions in the ADACOM repository.

Certificate status information is available through the ADACOM Repository at <https://onsite.adacom.com/services/ADACOMSAQCServices/client/search.htm>

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

A relying party must check the status of a certificate on which he/she/it wishes to rely. If a Relying Party does not check the status of a Certificate on which the Relying Party wishes to rely by consulting the most recent relevant CRL, the Relying Party shall check Certificate status by consulting the ADACOM repository.

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

Not applicable.

#### **4.9.12 Special Requirements regarding Key Compromise**

ADACOM uses commercially reasonable efforts to notify potential Relying Parties if it discovers, or have reason to believe, that there has been a Compromise of the private key of one of its own CAs.



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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

#### **4.10.1 Operational Characteristics**

The Status of public certificates is available via CRL at ADACOM's website, and LDAP directory.

#### **4.10.2 Service Availability**

Certificate Status Services are available 24x7 without scheduled interruption.

#### **4.10.3 Optional Features**

Not applicable.

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

A subscriber may end a subscription for an ADACOM certificate by:

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

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

Not applicable. CA private keys and end-user Subscriber signature private keys are not escrowed.

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

Not applicable.

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

Not applicable.

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

### **5.1 *Physical Controls***

ADACOM has implemented the ADACOM Physical Security Policy which supports the security requirements of this CPS. Compliance with these policies is included in ADACOM's audit requirements described in Section 8. The ADACOM Physical Security Policy contains sensitive security information and is only available upon agreement with ADACOM. An overview of the requirements is described below.

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

ADACOM CA and RA operations are conducted within a physically protected environment that deters, prevents, and detects unauthorized use of, access to, or disclosure of sensitive information and systems whether covert or overt.

ADACOM also maintains disaster recovery facilities for its CA operations. ADACOM's disaster recovery facilities comply with the Off-site Storage Security Requirements set forth in the "ADACOM Disaster Recovery Plan for the Interim Offsite Storage of Cryptographic Materials" and the "ADACOM Disaster Recovery Plan".

#### **5.1.2 Physical Access**

ADACOM CA systems are protected by seven tiers of physical security, with access to the lower tier required before gaining access to the higher tier.

Progressively restrictive physical access privileges control access to each tier. Sensitive CA operational activity, any activity related to the lifecycle of the certification process such as authentication, verification, and issuance, occur within very restrictive physical tiers. Access to each tier requires the use of a proximity card employee badge. Physical access is automatically logged and video recorded. Some tiers enforce individual access control through the concurrent use of proximity cards and biometrics (two factor authentication). Unescorted personnel, including untrusted employees or visitors, are not allowed into such secured areas.

The physical security system includes tiers for key management security which serves to protect both online and offline storage of Cryptographic Signing Unit (CSUs) and keying material. Areas used to create and store cryptographic material enforce dual control, each through the concurrent use of proximity cards and biometrics. Online CSUs are protected through the use of locked cabinets. Offline CSUs are protected through the use of locked safes, cabinets and containers. Access to CSUs and keying material is restricted in accordance with ADACOM's segregation of duties requirements. The opening and closing of cabinets or containers in these tiers is logged for audit purposes.

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

ADACOM's secure facilities are equipped with primary and backup:

- Power systems to ensure continuous, uninterrupted access to electric power and
- Heating/ ventilation/ air conditioning systems to control temperature and relative humidity.

### **5.1.4 Water Exposures**

ADACOM has taken reasonable precautions to minimize the impact of water exposure to ADACOM systems.

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

ADACOM has taken reasonable precautions to prevent and extinguish fires or other damaging exposure to flame or smoke. ADACOM's fire prevention and protection measures have been designed to comply with local fire safety regulations.

### **5.1.6 Media Storage**

All media containing production software and data, audit, archive, or backup information is stored within ADACOM facilities and in a secure off-site storage facility with appropriate physical and logical access controls designed to limit access to authorized personnel and protect such media from accidental damage (e.g., water, fire, and electromagnetic).

### **5.1.7 Waste Disposal**

Sensitive documents and materials are shredded before disposal. Media used to collect or transmit sensitive information are rendered unreadable before disposal. Cryptographic devices are physically destroyed or zeroized in accordance the manufacturers' guidance prior to disposal. Other waste is disposed of in accordance with ADACOM's normal waste disposal requirements.

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

ADACOM performs routine backups of critical system data, audit log data, and other sensitive information. Offsite backup media are stored in a physically secure manner using a secure off-site storage facility in accordance with "ADACOM Disaster Recovery Plan".

## **5.2 Procedural Controls**

### **5.2.1 Trusted Roles**

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

- The validation of information in Certificate Applications;
- The acceptance, rejection, or other processing of Certificate Applications, revocation requests, renewal requests, or enrollment information;

- The issuance, or revocation of Certificates, including personnel having access to restricted portions of its repository;
- The handling of Subscriber information or requests.

Trusted Persons include, but are not limited to:

- Customer service personnel,
- Cryptographic business operations personnel,
- Security personnel,
- System administration personnel,
- Designated engineering personnel, and
- Executives that are designated to manage infrastructural trustworthiness.

ADACOM considers the categories of personnel identified in this section as Trusted Persons having a Trusted Position. Persons seeking to become Trusted Persons by obtaining a Trusted Position must successfully complete the screening requirements set out in this CPS.

Independent contractors and consultants that have access to or control authentication or cryptographic operations, are allowed to conduct these operations only to the extent they are escorted and directly supervised by Trusted Persons at all times.

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

ADACOM has established, maintains, and enforces rigorous control procedures to ensure the segregation of duties based on job responsibility and to ensure that multiple Trusted Persons are required to perform sensitive tasks.

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

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

The validation and issuance of Qualified Certificates require the participation of at least 2 Trusted Persons, or a combination of at least one trusted person and an automated validation and issuance process.

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

For all personnel seeking to become Trusted Persons, verification of identity is performed through the personal (physical) presence of such personnel before Trusted Persons performing ADACOM HR or security functions and a check of well-recognized forms of identification (e.g., passports and identification cards). Identity is further confirmed through the background checking procedures in CPS § 5.3.1.

ADACOM ensures that personnel have achieved Trusted Status and departmental approval has been given before such personnel are:

- Issued access devices and granted access to the required facilities;
- Issued electronic credentials to access and perform specific functions on ADACOM CA, RA, or other IT systems.

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

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

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

### **5.3 Personnel Controls**

Personnel seeking to become Trusted Persons must present proof of the requisite background, qualifications, and experience needed to perform their prospective job responsibilities competently and satisfactorily, as well as proof of any government clearances, if any, necessary to perform certification services under government contracts. Background checks are repeated at least every 5 years for personnel holding Trusted Positions.

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

ADACOM requires that personnel seeking to become Trusted Persons present proof of the requisite background, qualifications, and experience needed to perform their prospective job responsibilities competently and satisfactorily.

#### **5.3.2 Background Check Procedures**

Prior to commencement of employment in a Trusted Role, ADACOM conducts background checks which include the following:

- Check of previous employment and professional reference (if available);
- Confirmation of the highest or most relevant educational degree obtained;
- Search of national criminal records;
- Check of financial records.

To the extent that any of the requirements imposed by this section cannot be met due to a prohibition or limitation in local law or other circumstances, ADACOM will utilize a substitute investigative technique permitted by law that provides substantially similar information.

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

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

Reports containing such information are evaluated by human resources and security personnel, who determine the appropriate course of action in light of the type, magnitude, and frequency of the behavior uncovered by the background check. Such actions may include measures up to and including the cancellation of offers of employment made to candidates for Trusted Positions or the termination of existing Trusted Persons.

The use of information revealed in a background check to take such actions is subject to the applicable laws.

### **5.3.3 Training Requirements**

ADACOM provides its personnel with training upon hire as well as the requisite on-the-job training needed for them to perform their job responsibilities competently and satisfactorily. ADACOM maintains records of such training. ADACOM periodically reviews and enhances its training programs as necessary.

ADACOM's training programs are tailored to the individual's responsibilities and include the following as relevant:

- Basic PKI concepts,
- Job responsibilities,
- ADACOM security and operational policies and procedures,
- Use and operation of deployed hardware and software,
- Incident and Compromise reporting and handling, and
- Disaster recovery and business continuity procedures.

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

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

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

Not applicable.

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

Appropriate disciplinary actions are taken for unauthorized actions or other violations of ADACOM policies and procedures. Disciplinary actions may include measures up to and including termination and are commensurate with the frequency and severity of the unauthorized actions.

### **5.3.7 Independent Contractor Requirements**

In limited circumstances, independent contractors or consultants may be used to fill Trusted Positions. Any such contractor or consultant is held to the same functional and security criteria that apply to ADACOM employees in a comparable position.

Independent contractors and consultants who have not completed or passed the background check procedures specified in CPS § 5.3.2 are permitted access to ADACOM 's secure facilities only to the extent they are escorted and directly supervised by Trusted Persons at all times.

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

ADACOM provides its employees the requisite training and other documentation needed to perform their job responsibilities competently and satisfactorily.

## **5.4 Audit Logging Procedures**

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

ADACOM manually or automatically logs the following significant events:

- CA key life cycle management events, including:
  - Key generation, backup, storage, recovery, archival, and destruction
  - Cryptographic device life cycle management events.
- CA and Subscriber certificate life cycle management events, including:
  - Certificate Applications, renewal, rekey, and revocation
  - Successful or unsuccessful processing of requests
  - Generation and issuance of Certificates and CRLs.
- Security-related events including:
  - Successful and unsuccessful PKI system access attempts
  - PKI and security system actions performed by ADACOM personnel
  - Security sensitive files or records read, written or deleted
  - Security profile changes
  - System crashes, hardware failures and other anomalies
  - Firewall and router activity
  - CA facility visitor entry/exit.

Log entries include the following elements:

- Date and time of the entry
- Serial or sequence number of entry, for automatic journal entries
- Identity of the entity making the journal entry
- Kind of entry.

ADACOM RAs log Certificate Application information including:

- Kind of identification document(s) presented by the Certificate Applicant
- Record of unique identification data, numbers, or a combination thereof (e.g., Certificate Applicant's identification card number) of identification documents, if applicable
- Storage location of copies of applications and identification documents
- Identity of entity accepting the application
- Method used to validate identification documents, if any
- Name of receiving CA or submitting RA, if applicable.



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

Audit logs are examined on at least a weekly basis for significant security and operational events. In addition, ADACOM reviews its audit logs for suspicious or unusual activity in response to alerts generated based on irregularities and incidents within ADACOM CA and RA systems.

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

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

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

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

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

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

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

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

Automated audit data is generated and recorded at the application, network and operating system level. Manually generated audit data is recorded by ADACOM personnel.

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

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

#### **5.4.8 Vulnerability Assessments**

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

## **5.5 Records Archival**

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

ADACOM archives:

- All audit data collected in terms of Section 5.4
- Certificate application information
- Documentation supporting certificate applications
- Certificate lifecycle information e.g., revocation, rekey and renewal application information

ADACOM retains the following evidence relating to the identity of Subscribers in connection with Certificate Applications for Qualified Certificates:

- The types of documents presented by Certificate Applicants in connection with their Certificate Applications;
- A record of unique identification data, numbers, or a combination thereof (e.g., a Certificate Applicant's passport or national identification card number) of identification documents, if applicable;
- The identity of the entity that receives and accepts Certificate Applications; and
- A validation plan showing the methods used to validate identification documents.

In addition, ADACOM, retains records of the storage location of Certificate Applications and identification documents.

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

Records associated with a Qualified Certificate are retained for at least a time period of thirty (30) years after the date of revocation or expiry of that Qualified Certificate. For legal purposes, the Qualified Certificate itself is retained during this period.

### **5.5.3 Protection of Archive**

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

### **5.5.4 Archive Backup Procedures**

ADACOM incrementally backs up electronic archives of its issued Certificate information on a daily basis and performs full backups on a weekly basis. Copies of paper-based records shall be maintained using an off-site secure facility.

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

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

### **5.5.6 Archive Collection System**

ADACOM archive collection systems are internal.

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

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

## **5.6 Key Changeover**

ADACOM CA key pairs are retired from service at the end of their respective maximum lifetimes as defined in this CPS. ADACOM CA Certificates may be renewed as long as the cumulative certified lifetime of the CA key pair does not exceed the maximum CA key pair lifetime. New CA key pairs are generated as necessary, for example to replace CA key pairs that are being retired, to supplement existing, active key pairs and to support new services.

Prior to the expiration of the CA Certificate for a Superior CA, key changeover procedures are enacted to facilitate a smooth transition for entities within the Superior CA's hierarchy from the old Superior CA key pair to new CA key pair(s). ADACOM's CA key changeover process requires that:

- A Superior CA ceases to issue new Subordinate CA Certificates no later than 60 days before the point in time ("Stop Issuance Date") where the remaining lifetime of the Superior CA key pair equals the approved Certificate Validity Period for the specific type(s) of Certificates issued by Subordinate CAs in the Superior CA's hierarchy.
- Upon successful validation of Subordinate CA (or end-user Subscriber) Certificate requests received after the "Stop Issuance Date," Certificates will be signed with a new CA key pair.

The Superior CA continues to issue CRLs signed with the original Superior CA private key until the expiration date of the last Certificate issued using the original key pair has been reached.

## **5.7 Compromise and Disaster Recovery**

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

Backups of the following CA information are kept in off-site storage and made available in the event of a Compromise or disaster: Certificate Application data, audit data, and database records for all Certificates issued. Back-ups of CA private keys are generated and maintained in accordance with CP § 6.2.4. ADACOM maintains backups of the foregoing CA information for their own CAs.

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

In the event of the corruption of computing resources, software, and/or data, such an occurrence is reported to ADACOM Security and ADACOM's incident handling procedures are enacted. Such procedures require appropriate escalation, incident investigation, and incident response. If necessary, ADACOM's key compromise or disaster recovery procedures will be enacted.

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

Upon the suspected or known Compromise of a ADACOM CA, ADACOM infrastructure or Customer CA private key, ADACOM's Key Compromise Response procedures are enacted by the ADACOM Security Incident Response Team (ASIRT). This team, which includes Security, Cryptographic Business Operations, Production Services personnel, and other ADACOM management representatives, assesses the situation, develops an action plan, and implements the action plan with approval from ADACOM executive management.

If CA Certificate revocation is required, the following procedures are performed:

- The Certificate's revoked status is communicated to Relying Parties through the ADACOM repository in accordance with CPS § 4.4.9,
- Commercially reasonable efforts will be made to provide additional notice of the revocation to all affected VTN Participants, and
- The CA will generate a new key pair in accordance with CPS § 4.7, except where the CA is being terminated in accordance with CPS § 4.9.

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

### **5.7.4.1 Symantec**

Symantec has implemented a disaster recovery site more than 1000 miles from Symantec's principal secure facilities. Symantec has developed, implemented and tested a disaster recovery plan to mitigate the effects of any kind of natural or man-made disaster. This plan is regularly tested, verified, and updated to be operational in the event of a disaster.

Detailed disaster recovery plans are in place to address the restoration of information systems services and key business functions. Symantec's disaster recovery site has implemented the physical security protections and operational controls required by the Symantec Security and Audit Requirements Guide to provide for a secure and sound backup operational setup.

In the event of a natural or man-made disaster requiring temporary or permanent cessation of operations from Symantec's primary facility, Symantec's disaster recovery process is initiated by the Symantec Emergency Response Team (SERT).

Symantec has the capability to restore or recover essential operations within twenty four (24) hours following a disaster with, at a minimum, support for the following functions:

- Certificate issuance,
- Certificate revocation,
- Publication of revocation information and
- Provision of key recovery information for Enterprise Customers using Managed PKI Key Manager.

Symantec's disaster recovery database is synchronized regularly with the production database within the time limits set forth in the Security and Audit Requirements Guide. Symantec's disaster recovery equipment is protected by physical security protections comparable to the physical security tiers specified in CPS § 5.1.1.

Symantec's disaster recovery plan has been designed to provide full recovery within one week following disaster occurring at Symantec's primary site. Symantec tests its equipment at its primary site to support CA/RA functions following all but a major disaster that would render the entire facility inoperable. Results of such tests are reviewed and kept for audit and planning purposes. Where possible, operations are resumed at Symantec's primary site as soon as possible following a major disaster.

Symantec maintains redundant hardware and backups of its CA and infrastructure system software at its disaster recovery facility. In addition, CA private keys are backed up and maintained for disaster recovery purposes in accordance with CPS § 6.2.4.

Symantec maintains offsite backups of important CA information for VeriSign CAs as well as the CAs of Service Centers, and Enterprise Customers, within VeriSign's Sub-domain. Such information includes, but is not limited to: Certificate Application data, audit data (per Section 4.5), and database records for all Certificates issued.

#### **5.7.4.2 ADACOM**

ADACOM has developed, implemented and tested a disaster recovery plan to mitigate the effects of any kind of natural or man-made disaster. This plan is regularly tested, verified, and updated to be operational in the event of a disaster.

Detailed disaster recovery plans are in place to address the restoration of information systems services and key business functions. ADACOM's disaster recovery site has implemented the physical security protections and operational controls required by the Symantec "Security and Audit Requirements Guide" to provide for a secure and sound backup operational setup.

In the event of a natural or man-made disaster requiring temporary or permanent cessation of operations from ADACOM's primary facility, ADACOM's disaster recovery process is initiated by the ADACOM team in charge.

ADACOM has the capability to restore or recover operations with top priority with, at a minimum, support for the following functions:

- Certificate issuance,
- Certificate revocation and
- publication of revocation information

ADACOM's disaster recovery equipment is protected by physical security protections comparable to the physical security tiers specified in CPS § 5.1.1.

ADACOM's disaster recovery plan has been designed to provide full recovery following disaster occurring at ADACOM's primary site. ADACOM tests its equipment at its primary site to support CA/RA functions following all but a major disaster that would render the entire facility inoperable. Where possible, operations are resumed at ADACOM's primary site as soon as possible following a major disaster.

ADACOM maintains backups of its CA and infrastructure system software at a secure offsite location. In addition, CA private keys are backed up and maintained for disaster recovery purposes in accordance with CPS § 6.2.4. Specifically, they are backed up, in accordance with "ADACOM Disaster Recovery Plan for the Interim Offsite Storage of Cryptographic Materials", which will allow for business resumption at a later date.

ADACOM also maintains offsite backups of important CA information for ADACOM CAs. Such information includes, but is not limited to: Certificate Application data, audit data (per CPS § 4.5), and database records for all Certificates issued.

## **5.8 CA or RA Termination**

In the event that it is necessary for an ADACOM CA, to cease operation, ADACOM makes a commercially reasonable effort to notify Subscribers, Relying Parties, and other affected entities of such termination in advance of the CA termination. Where CA termination is required, ADACOM will activate the documented “ADACOM Termination Plan” to minimize disruption to Customers, Subscribers, and Relying Parties. This termination plan addresses the following, as applicable:

- Provision of notice to parties affected by the termination, such as Subscribers, Relying Parties, and Customers, informing them of the status of the CA,
- Handling the cost of such notice,
- The revocation of the Certificate issued to the CA by ADACOM,
- The preservation of the CA’s archives and records for the time periods required in this CPS,
- The continuation of Subscriber and customer support services,
- The continuation of revocation services, such as the issuance of CRLs or the maintenance of online status checking services,
- The revocation of unexpired unrevoked Certificates of end-user Subscribers and subordinate CAs, if necessary,
- Refunding (if necessary) Subscribers whose unexpired unrevoked Certificates are revoked under the termination plan or provision, or alternatively, the issuance of replacement Certificates by a successor CA,
- Disposition of the CA’s private key and the hardware tokens containing such private key,
- Provisions needed for the transition of the CA’s services to a successor CA and
- Provision notice to the Greek Supervisory Authority.

In the event that it will be necessary for ADACOM to cease all operations, ADACOM will additionally follow all the necessary steps, provided in the relative Greek law. This includes, but not limited to:

- The submission of the ADACOM CA’s archives and records to another contracting Certification Service Provider for Qualified Certificates, for the time periods required by the law.

## **6. TECHNICAL SECURITY CONTROLS**

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

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

CA key pair generation is performed by multiple pre-selected, trained and trusted individuals using Trustworthy Systems and processes that provide for the security and required cryptographic strength for the generated keys. For PCA and Issuing Root CAs, the cryptographic modules used or key generation meet the requirements of CC EAL 4+ and FIPS 140-1 level 3. For ADACOM CAs, the cryptographic modules used meet the requirements of at least CC EAL 4+ and FIPS 140-1 level 3.

All CA key pairs are generated in pre-planned Key Generation Ceremonies in accordance with the requirements of the Key Ceremony Reference Guide, the CA Key Management Tool User's Guide, and the Symantec Security and Audit Requirements Guide. The activities performed in each key generation ceremony are recorded, dated and signed by all individuals involved. These records are kept for audit and tracking purposes for a length of time deemed appropriate by ADACOM Management.

Generation of RA key pairs is generally performed by the RA using a CC EAL 4+ and FIPS 140-1 level 1 certified cryptographic module provided with their browser software. Generation of end-user Subscriber key pairs is performed by the Subscriber.

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

End-user Subscriber key pairs are generated by the end-user Subscriber, thus private key delivery to a Subscriber is not applicable.

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

End-user Subscribers and RAs submit their public key to ADACOM for certification electronically through the use of a PKCS#10 Certificate Signing Request (CSR) or other digitally signed package in a session secured by Secure Sockets Layer (SSL).

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

ADACOM makes the CA Certificates for Symantec PCAs and its root CAs available to Subscribers and Relying Parties through their inclusion in web browser software. As new PCA and root CA Certificates are generated, ADACOM provides such new Certificates to the browser manufacturers for inclusion in new browser releases and updates.

ADACOM generally provides its own full certificate chain (including the issuing CA and any CAs in the chain) to the end-user Subscriber upon Certificate issuance.

Users, during the certificate pick-up process, automatically download and install into their computer, the intermediate and issuing CA's public keys. This is a process controlled by the PKI application. In any case if a user needs to verify and/or download the public key of the CA, he can do so by accessing the ADACOM's web-based repository ([www.adacom.com/repository](http://www.adacom.com/repository)).

### **6.1.5 Key Sizes**

Key pairs shall be of sufficient length to prevent others from determining the key pair's private key using cryptanalysis during the period of expected utilization of such key pairs. The ADACOM Standard for minimum key sizes is the use of key pairs equivalent in strength to 2048 bit RSA for PCAs and CAs.

Symantec's first and second generation (G1 and G2) PCAs have 1024 bit RSA key pairs and Symantec's third and fifth generation (G3 and G5) PCAs have 2048 bit RSA key pairs. ADACOM CAs for Qualified Certificates have 2048 bit RSA key pairs. The signing of all Classes of VeriSign and ADACOM Certificates using RSA key pairs shall transition to roots with a minimum 2048 bit (or equivalent) key size no later than December 31, 2013.

Symantec recommends the use of a minimum key size equivalent in strength to 2048 bit RSA for RAs and end entity certificates key pairs. Symantec and ADACOM will phase out all 1024-bit RSA by December 31, 2013.

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

Not applicable.

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

ADACOM has implemented a combination of physical, logical, and procedural controls to ensure the security of ADACOM CA private keys. Subscribers are required by contract to take necessary precautions to prevent the loss, disclosure, modification, or unauthorized use of private keys.

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

For PCA and Issuing Root CA key pair generation and CA private key storage, ADACOM uses hardware cryptographic modules that are certified at or meet the requirements of CC EAL 4+ and FIPS 140-1 Level 3. For the rest ADACOM CAs, hardware cryptographic modules that are certified at or meet the requirements stated in section § 6.1.1 of this CPS.

In addition to the provision set forth in this CPS, ADACOM distributes SSCDs to DL2 end-user Subscribers that meet the following requirements.

First, SSCDs, by appropriate technical and procedural means, ensure that at least:

- The private key within the SSCD can practically occur only once, and that its secrecy is reasonably assured,
- Such private key cannot, with reasonable assurance, be derived and the signature is protected against forgery using currently-available technology, and
- Such private key can be reliably be protected by the Subscriber against use by others.

Second, SSCDs do not alter the data to be signed or/and prevent such data from being presented to the signatory prior to the signature process.

Third, ADACOM ensures that the SSCDs have been determined to meet the requirements of the Hellenic Telecommunications & Post Commission (EETT). Specifically, the SSCD used by ADACOM are certified and meet the requirements of CC EAL 4+.



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

ADACOM has implemented technical and procedural mechanisms that require the participation of multiple trusted individuals to perform sensitive CA cryptographic operations. ADACOM uses “Secret Sharing” to split the activation data needed to make use of a CA private key into separate parts called “Secret Shares” which are held by trained and trusted individuals called “Shareholders.” A threshold number of Secret Shares (m) out of the total number of Secret Shares created and distributed for a particular hardware cryptographic module (n) is required to activate a CA private key stored on the module.

The threshold number of shares needed to sign a CA certificate is three (3). Secret Shares are protected in accordance with this CPS.

## **6.2.3 Private Key Escrow**

ADACOM CA and end user’s private keys are not escrowed.

## **6.2.4 Private Key Backup**

ADACOM creates backup copies of CA private keys for routine recovery and disaster recovery purposes. Such keys are stored in encrypted form within hardware cryptographic modules and associated key storage devices. Cryptographic modules used for CA private key storage meet the requirements of this CPS. CA private keys are copied to backup hardware cryptographic modules in accordance with this CPS.

Modules containing onsite backup copies of CA private keys are subject to the requirements of this CPS. Modules containing disaster recovery copies of CA private keys are subject to the requirements of this CPS.

ADACOM does not store copies of RA private keys. For the backup of end-user Subscriber private keys, see Section 6.2.3 and Section 4.12.

## **6.2.5 Private Key Archival**

Upon expiration of an ADACOM CA Certificate, the key pair associated with the certificate is securely retained for a period of at least 5 years using hardware cryptographic modules that meet the requirements of this CPS. These CA key pairs are not used for any signing events after their expiration date, unless the CA Certificate has been renewed in terms of this CPS.

ADACOM does not archive copies of RA and Subscriber private keys.

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

ADACOM generates CA key pairs on the hardware cryptographic modules in which the keys will be used. In addition, ADACOM makes copies of such CA key pairs for routine recovery and disaster recovery purposes. Where CA key pairs are backed up to another hardware cryptographic module, such key pairs are transported between modules in encrypted form.

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

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

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

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

### **6.2.8.1 Qualified Certificates' Private Keys**

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

In addition to the above:

- For DL1 Certificates

Subscribers of DL1 Certificates have no requirement to use an SSCD in connection with the use and activation of their private keys,

- For DL2 Certificates

Subscribers of DL2 Certificates shall use an SSCD in connection with the use and activation of their private keys.

### **6.2.8.2 Administrators' Private Keys**

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

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

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

When deactivated, private keys are being kept in encrypted form only.

### **6.2.8.3 Private Keys Held by Processing Centers**

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

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

ADACOM CA private keys are deactivated upon removal from the token reader. ADACOM RA private keys (used for authentication to the RA application) are deactivated upon system log off. ADACOM RAs are required to log off their workstations when leaving their work area.

Client Administrators, RA, and end-user Subscriber private keys may be deactivated after each operation, upon logging off their system, or upon removal of a smart card from the smart card reader depending upon the authentication mechanism employed by the user. In all cases, end-user Subscribers have an obligation to adequately protect their private key(s) in accordance with this CPS.

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

At the conclusion of an ADACOM CA's operational lifetime, one or more copies of the CA private key are archived in accordance with CPS § 6.2.5. Remaining copies of the CA private key are securely destroyed. In addition, archived CA private keys are securely destroyed at the conclusion of their archive periods. CA key destruction activities require the participation of multiple trusted individuals.

Where required, ADACOM destroys CA private keys in a manner that reasonably ensures that there are no residuals remains of the key that could lead to the reconstruction of the key. This destruction may take place only when the minimum required archiving period for the CAs, in accordance with section 5.5.5, passes after the revocation or expiry of the CA certificate. ADACOM utilizes the zeroization function of its hardware cryptographic modules and other appropriate means to ensure the complete destruction of CA private keys. When performed, CA key destruction activities are logged.

### **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**

ADACOM CA, RA and end-user Subscriber Certificates are backed up and archived as part of ADACOM's routine backup procedures.

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

The Operational Period of a Certificate ends upon its expiration or revocation. The Operational Period for key pairs is the same as the Operational Period for the associated Certificates, except that they may continue to be used for decryption and signature verification. The maximum Operational Periods for ADACOM Certificates for Certificates issued on or after the effective date of this CPS are set forth in Table 6 below.

In addition, ADACOM CAs stop issuing new Certificates at an appropriate date prior to the expiration of the CA's Certificate such that no Certificate issued by a Subordinate CA expires after the expiration of any Superior CA Certificates.

<b><i>Certificate Issued By:</i></b>	<b><i>Validity Period</i></b>
PCA self-signed (1024 bit)	30 years
PCA to Offline intermediate CA	15 years
Offline intermediate CA to online CA	10 years
Online CA to End-user Individual Subscriber	Normally up to 2 years, but under the conditions described below, up to 5 years <sup>5</sup>

**Table 5 – Certificate Operational Periods**

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

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

- The Certificates are individual Certificates,
- Subscribers' key pairs reside on a Secure Signature Creation Devices, such as a smart card,
- Subscribers are required to undergo reauthentication at least every 25 months under Section 3.2.2,
- Subscribers shall prove possession of the private key corresponding to the public key within the Certificate at least every 25 months under Section 3.2.2,

If a Subscriber is unable to complete reauthentication procedures successfully or is unable to prove possession of such private key when required by the foregoing, the CA shall revoke the Subscriber's Certificate.

## 6.4 Activation Data

### 6.4.1 Activation Data Generation and Installation

Activation data (Secret Shares) used to protect tokens containing ADACOM CA private keys is generated in accordance with the requirements of CPS § 6.2.2 and the Key Ceremony Reference Guide. The creation and distribution of Secret Shares is logged.

---

<sup>5</sup> If 5-year end-user subscriber certificates are issued, the online CA certificate's operational period will be 10 years with no option to renew. Re-key will be required after 5 years.

ADACOM RAs are required to select strong passwords to protect their private keys. ADACOM's password selection guidelines require that passwords:

- Be generated by the user
- Have at least eight characters
- Have at least one alphabetic and one numeric character
- Have at least one lower-case letter
- Not contain many occurrences of the same character
- Not be the same as the operator's profile name and
- Not contain a long substring of the user's profile name.

ADACOM RA uses and ADACOM strongly recommends end-user Subscribers choose, passwords that meet the same requirements. ADACOM also recommends the use of two factor authentication mechanisms (e.g., token and passphrase, biometric and token, or biometric and passphrase) for private key activation.

## **6.4.2 Activation Data Protection**

ADACOM Shareholders are required to safeguard their Secret Shares and sign an agreement acknowledging their Shareholder responsibilities.

ADACOM RAs store their Administrator/RA private keys in encrypted form using password protection and their browser's "high security" option.

ADACOM RA and its Client Administrators store their private keys in encrypted form and protect their private keys through the use of a hardware token and/or strong passphrase. ADACOM strongly recommends that end-user Subscribers store their private keys in encrypted form and protect their private keys through the use of a hardware token and/or strong passphrase. The use of two factor authentication mechanisms (e.g., token and passphrase, biometric and token, or biometric and passphrase) is encouraged.

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

### **6.4.3.1 Activation Data Transmission**

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

### **6.4.3.2 Activation Data Destruction**

Activation data for CA private keys are decommissioned using methods that protect against the loss, theft, modification, unauthorized disclosure, or unauthorized use of the private keys protected by such activation data. After the record retention periods in Section 5.5.2 elapse, ADACOM destroys activation data by overwriting and/or physical destruction.

## **6.5 Computer Security Controls**

ADACOM performs all CA and RA functions using Trustworthy Systems that meet the requirements of Symantec's Security and Audit Requirements Guide.

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

ADACOM ensures that the systems maintaining CA software and data files are Trustworthy Systems secure from unauthorized access. In addition, ADACOM limits access to production servers to those individuals with a valid business reason for such access. General application users do not have accounts on production servers.

ADACOM's production network is logically separated from other components. This separation prevents network access except through defined application processes. ADACOM uses firewalls to protect the production network from internal and external intrusion and limit the nature and source of network activities that may access production systems.

ADACOM requires the use of passwords that have a minimum character length and a combination of alphanumeric and special characters. ADACOM requires that passwords be changed on a periodic basis.

Direct access to ADACOM databases supporting ADACOM's CA Operations is limited to Trusted Persons in ADACOM's Production Operations group having a valid business reason for such access.

## **6.5.2 Computer Security Rating**

No stipulation.

## **6.6 Life Cycle Technical Controls**

### **6.6.1 System Development Controls**

Applications are developed and implemented by ADACOM in accordance with ADACOM systems development and change management standards.

Symantec developed software, when first loaded provides a method to verify that the software on the system originated from Symantec, has not been modified prior to installation, and is the version intended for use.

### **6.6.2 Security Management Controls**

ADACOM has mechanisms and/or policies in place to control and monitor the configuration of its CA systems. VeriSign creates a hash of all software packages and VeriSign software updates. This hash is used to verify the integrity of such software manually. Upon installation and periodically thereafter, ADACOM validates the integrity of its CA systems.

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

No stipulation.

## **6.7 Network Security Controls**

ADACOM performs all its CA and RA functions using networks secured in accordance with the Symantec Security and Audit Requirements Guide to prevent unauthorized access and other malicious activity. ADACOM protects its communications of sensitive information through the use of encryption and digital signatures.

## **6.8 Time-Stamping**

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

## 7. CERTIFICATE, CRL, AND OCSP PROFILES

### 7.1 Certificate Profile

ADACOM Certificates generally conform to (a) ITU-T Recommendation X.509 (1997): Information Technology - Open Systems Interconnection - The Directory: Authentication Framework, June 1997 and (b) RFC 5280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile, April 2002 ("RFC 5280").

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

<b>Field</b>	<b>Value or Value constraint</b>
Serial Number	Unique value per Issuer DN
Signature Algorithm	Object identifier of the algorithm used to sign the certificate (See Section 7.1.3)
Issuer DN	See Section 7.1.4
Valid From	Universal Coordinate Time base. Encoded in accordance with RFC 5280.
Valid To	Universal Coordinate Time base. Encoded in accordance with RFC 5280.
Subject DN	See Section 7.1.4
Subject Public Key	Encoded in accordance with RFC 5280
Signature	Generated and encoded in accordance with RFC 5280

**Table 6 – Certificate Profile Basic Fields**

In addition, pursuant to the Qualified Certificate Profile, DL1 and DL2 Certificates also comply with RFC 3739 where it does not conflict with the Qualified Certificate Profile. Also, the basic fields within Certificates required under CP § 7.1 adhere to the requirements of the Directive to include within Certificates:

- An indication that the certificate is issued as a qualified certificate;
- The identification of the CA [Certification-Service-Provider] and the State in which it is established;
- The name of the signatory;
- Signature-verification data (subject public key);
- The beginning and end of their validity periods (valid from and valid to dates);
- The identity code of the Certificate (serial number);
- The Advanced Electronic Signature of the issuing ADACOM CA.

#### 7.1.1 Version Number(s)

VeriSign Root Certificate is X.509 Version 1 Certificate. ADACOM intermediate and issuing CA certificates are X.509 Version 3 CA Certificates, as well as End-user Subscriber Certificates.

#### 7.1.2 Certificate Extensions

ADACOM populates X.509 Version 3 VTN Certificates with the extensions required by Section 7.1.2.1-7.1.2.8.



### 7.1.2.1 Key Usage

X.509 Version 3 Certificates are generally populated in accordance with RFC 5280: Internet X.509 Public Key Infrastructure Certificate and CRL Profile, April 2002. The KeyUsage extension in X.509 Version 3 Certificates are configured so as to set and clear bits and the criticality field in accordance with Table 7 below. The criticality field of the KeyUsage extension is set to TRUE for ADACOM Intermediate and Issuing CA certificates and set to FALSE for end user's

	<b>CAs</b>	<b>DL1 and DL2 End-User Subscribers</b>
<b>Criticality</b>	TRUE	FALSE
<b>0</b> digitalSignature	Clear	Set
<b>1</b> nonRepudiation	Clear	Clear
<b>2</b> keyEncipherment	Clear	Set
<b>3</b> dataEncipherment	Clear	Clear
<b>4</b> keyAgreement	Clear	Clear
<b>5</b> keyCertSign	Set	Clear
<b>6</b> CRLSign	Set	Clear
<b>7</b> encipherOnly	Clear	Clear
<b>8</b> decipherOnly	Clear	Clear

**Table 7 – Settings for KeyUsage Extension**

Note: The nonRepudiation bit<sup>6</sup> is not required to be set in these Certificates because the PKI industry has not yet reached a consensus as to what the nonRepudiation bit means. Until such a consensus emerges, the nonRepudiation bit might not be meaningful for potential Relying Parties. Moreover, the most commonly used applications do not always respect the nonRepudiation bit. Therefore, setting the bit might not help Relying Parties make a trust decision. Any dispute relating to non-repudiation arising from the use of a digital certificate is a matter solely between the Subscriber and the Relying Party(s). Symantec and ADACOM shall incur no liability in relation thereto.”

### 7.1.2.2 Certificate Policies Extension

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

### 7.1.2.3 Private Certificate Extensions (QC Statement)

DL1 and DL2 Certificates contain a private extension containing an OID identifying the statement stating that the Certificate is issued in accordance with the Directive, as implemented in Greece. Such extension conforms to the definition in section 4.2.1(2) of the Qualified Certificate Profile. This extension for ADACOM DL1 and DL2 Certificates is marked as not critical.

<sup>6</sup> The nonRepudiation bit may also be referred to as ContentCommitment in Digital Certificates in accordance with the X.509 standard.

#### 7.1.2.4 Subject Alternative Names

The subjectAltName extension of X.509 Version 3 Certificates is populated in accordance with RFC 5280. The criticality field of this extension is set to FALSE.

#### 7.1.2.5 Basic Constraints

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

ADACOM X.509 Version 3 CA Certificates have a "pathLenConstraint" field of the BasicConstraints extension set to the maximum number of CA certificates that may follow this Certificate in a certification path.

#### 7.1.2.6 Extended Key Usage

ADACOM makes use of the ExtendedKeyUsage extension for the DL1 and DL2 certificates.

For these Certificates, ADACOM populates the ExtendedKeyUsage extension in accordance with Table 8 below.

	<b>DL1 and DL2 Certificates</b>
Criticality	FALSE
ServerAuth	Clear
ClientAuth	Set
CodeSigning	Clear
EmailProtection	Set
ipsecEndSystem	Clear
ipsecTunnel	Clear
ipsecUser	Clear
TimeStamping	Clear
OCSP Signing	Clear

**Table 8 – Settings for ExtendedKeyUsage Extension**

#### 7.1.2.7 CRL Distribution Points

ADACOM end user Subscriber Certificates, Intermediate and Issuing CA Certificates include the cRLDistributionPoints extension containing the URL of the location where a Relying Party can obtain a CRL to check the CA Certificate's status. The criticality field of this extension is set to FALSE.

### 7.1.2.8 Authority Key Identifier

DL1 and DL2 Certificates and the Issuing CA Certificate, include the Authority Key Identifier extension. The Authority Key Identifier is composed of the 160-bit SHA-1 hash of the public key of the CA issuing the Certificate. The criticality field of this extension is set to FALSE.

### 7.1.2.9 Subject Key Identifier

For DL1 and DL2 Certificates, the Intermediate and Issuing CAs, the Subject Key Identifier extension is included. The keyIdentifier based on the public key of the Subject of the Certificate is generated in accordance with one of the methods described in RFC 5280. The criticality field of this extension is set to FALSE.

## 7.1.3 Algorithm Object Identifiers

ADACOM Certificates are signed using the following algorithm:

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

Certificate signatures produced using these algorithms shall comply with RFC 3279.

## 7.1.4 Name Forms

ADACOM populates Certificates with an Issuer and Subject Distinguished Name in accordance with Section 3.1.1.

In addition, ADACOM includes within end-user Subscriber Certificates an additional Organizational Unit field that contains a notice stating that the terms of use of the Certificate are set forth in a URL which is a pointer to the applicable Relying Party Agreement.

## 7.1.5 Name Constraints

No stipulation.

## 7.1.6 Certificate Policy Object Identifier

Symantec, acting as the policy-defining authority, has assigned an object identifier value extension for each Class of Certificate issued under the Verisign Trust Network (VTN). Qualified Certificates contain object identifier values corresponding to the applicable policies of Qualified Certificate (DL1 or DL2) in accordance with the EDP.

The object identifier values used for DL1 and DL2 are respectively:

- DL 1: Symantec/pki/policies/EDP/dl1 (2.16.840.1.113733.1.7.44.1).
- DL 2: Symantec/pki/policies/EDP/dl2 (2.16.840.1.113733.1.7.44.2).

Qualified Certificates (DL1 and DL2), contain two additional OIDs:

- The OID for Class 2 Certificate Policy: Symantec/pki/policies/vtn-cp/class2 (2.16.840.1.113733.1.7.23.2).<sup>7</sup>
- The OID specified by the ETSI Policy Document (ETSI TS 101 456) for the Qualified Certificates:
  - For DL1 certificates (0.4.0.1456.1.2)
  - For DL2 certificates (0.4.0.1456.1.1)

### 7.1.7 Usage of Policy Constraints Extension

No stipulation.

### 7.1.8 Policy Qualifiers Syntax and Semantics

ADACOM populates X.509 Version 3 VTN Certificates with a policy qualifier within the Certificate Policies extension. Such Certificates contain a CPS pointer qualifier that points to the applicable Relying Party Agreement.

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

No stipulation.

## 7.2 CRL Profile

CRLs contain the basic fields and contents specified in Table 9 below:

Field	Value or Value constraint
Version	See Section 7.2.1.
Signature Algorithm	Algorithm used to sign the CRL. For DL1 and DL2 algorithm used to sign the CRL is the sha1WithRSAEncryption (OID: 1.2.840.113549.1.1.5)
Issuer	Entity that has signed and issued the CRL.
Effective Date	Issue date of the CRL. CRLs are effective upon issuance.
Next Update	Date by which the next CRL will be issued. CRL issuance frequency is in accordance with the requirements of Section 4.4.7.
Revoked Certificates	Listing of revoked certificates, including the Serial Number of the revoked Certificate and the Revocation Date.

**Table 9 – CRL Profile Basic Fields**

<sup>7</sup> Due to the fact, that Qualified Certificates are signed under the VeriSign Class 2 Root CA.

### **7.2.1 Version Number(s)**

ADACOM issues Version 2 CRLs. For the ADACOM Class 2 CA (Intermediate CA), VeriSign issues Version 1 CRLs.

The CRLs comply with the requirements of RFC 5280.

### **7.2.2 CRL and CRL Entry Extensions**

No stipulation.

### **7.3 OCSP Profile**

OCSP (Online Certificate Status Protocol) is a way to obtain timely information about the revocation status of a particular certificate. ADACOM does not provide OCSP services for the DL1 and DL2 certificates.

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

Not applicable.

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

An annual audit is performed for ADACOM's data center operations and key management operations supporting ADACOM's public Qualified CA services. Customer-specific CAs are not specifically audited as part of the audit of ADACOM's operations unless required by the Customer. ADACOM shall be entitled to require that Enterprise Customers undergo a compliance audit under this CPS and audit programs for these types of Customers.

In addition to compliance audits, ADACOM is entitled to perform other reviews and investigations to ensure the trustworthiness of ADACOM's Sub-domain of the VTN, which include, but are not limited to:

- ADACOM is entitled, within its sole and exclusive discretion, to perform at any time an "Exigent Audit/Investigation" on itself in the event ADACOM has experienced an incident or compromise, or has acted or failed to act, such the way that poses an actual or potential threat to the security or integrity of the VTN.
- ADACOM is entitled to perform "Supplemental Risk Management Reviews" on itself following incomplete or exceptional findings in a Compliance Audit or as part of the overall risk management process in the ordinary course of business.

ADACOM is entitled to delegate the performance of these audits, reviews, and investigations to a third party audit firm. Entities that are subject to an audit, review, or investigation shall provide reasonable cooperation with ADACOM and the personnel performing the audit, review, or investigation.

Additionally, the Hellenic Telecommunications and Post Commission is entitled to perform an inspection, to ascertain ADACOM's compliance with the provisions of Greek law. Therefore ADACOM is able to prove that it issues Qualified Certificates in full compliance with the applicable laws.

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

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

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

ADACOM's CA compliance audits are performed by:

- ADACOM internally, by Qualified IT Auditors, and
- the Hellenic Telecommunications and Post Commission or the bodies designated by it, have the right to perform audits pursuant to applicable law or
- An accounting firm that demonstrates proficiency in public key infrastructure technology, information security tools and techniques and security auditing.

### **8.3 Topics Covered by Assessment**

The scope of ADACOM's annual audit includes CA environmental controls, key management operations and Infrastructure/Administrative CA controls, certificate life cycle management and CA business practices disclosure.

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

With respect to compliance audits of ADACOM's operations, significant exceptions or deficiencies identified during the Compliance Audit will result in a determination of actions to be taken. This determination is made by ADACOM management with input from the auditor. ADACOM management is responsible for developing and implementing a corrective action plan. If ADACOM determines that such exceptions or deficiencies pose an immediate threat to the security or integrity of the VTN, a corrective action plan will be developed within 30 days and implemented within a commercially reasonable period of time. For less serious exceptions or deficiencies, ADACOM management will evaluate the significance of such issues and determine the appropriate course of action.

### **8.5 Communications of Results**

Results of the compliance audit of ADACOM's operations may be released at the discretion of ADACOM Management.

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

### **9.1 Fees**

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

ADACOM charges end-user Subscribers for the issuance, management, and renewal of Certificates.

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

ADACOM does not charge a fee as a condition of making a Certificate available in a repository or otherwise making Certificates available to Relying Parties.

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

ADACOM does not charge a fee as a condition of making the CRLs required by this CPS available in a repository or otherwise available to Relying Parties. ADACOM 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 ADACOM's prior express written consent.

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

ADACOM does not charge a fee for access to 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 ADACOM.

#### **9.1.5 Refund Policy**

Within ADACOM's Sub-domain, the following refund policy is in effect:

ADACOM adheres to, and stands behind, rigorous practices and policies in undertaking certification operations and in issuing certificates. Nevertheless, if for any reason a subscriber is not completely satisfied with the certificate issued to him, her, or it, the subscriber may request that ADACOM revoke the certificate within thirty (30) days of issuance and provide the subscriber with a refund. Following the initial thirty (30) day period, a subscriber may request that ADACOM revoke the certificate and provide a refund if ADACOM has breached a warranty or other material obligation under this CPS relating to the subscriber or the subscriber's certificate. After ADACOM revokes the subscriber's certificate, ADACOM will promptly credit the subscriber's credit card account (if the certificate was paid for via credit card) or otherwise reimburse the subscriber via check, for the full amount of the applicable fees paid for the certificate. To request a refund please call customer service at +30 2105193740. This refund policy is not an exclusive remedy and does not limit other remedies that may be available to subscribers.



## **9.2 Financial Responsibility**

### **9.2.1 Insurance Coverage**

ADACOM maintains a commercially reasonable level of insurance coverage for errors and omissions.

### **9.2.2 Other Assets**

ADACOM has sufficient financial resources to maintain its operations and perform its duties, and is reasonably able to bear the risk of liability to Subscribers and Relying Parties. Proof of financial resources is not made publicly available.

## **9.3 Confidentiality of Business Information**

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

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

- CA application records, whether approved or disapproved,
- Certificate Application records,
- Transactional records (both full records and the audit trail of transactions),
- Audit trail records created or retained by ADACOM or a Customer,
- Audit reports created by ADACOM or their auditors (whether internal or public),
- Contingency planning and disaster recovery plans, and
- Security measures controlling the operations of ADACOM hardware and software and the administration of Certificate services and designated enrollment services.

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

Certificates, Certificate revocation and other status information, ADACOM repositories and information contained within them are not considered Confidential Information. Information not expressly deemed Confidential Information under Section 9.3.1 is not considered confidential. This section is subject to applicable privacy laws.

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

ADACOM secures confidential information from compromise and disclosure to third parties.

## **9.4 Privacy of Personal Information**

### **9.4.1 Privacy Plan**

ADACOM has implemented a privacy policy, which is located at: <http://www.adacom.com/repository/privacy> in compliance with CP § 2.8 and the Greek law.

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

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

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

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

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

ADACOM and all its Sub-domain participants receiving private information shall secure it from compromise and disclosure to third parties and shall comply with all privacy laws in their jurisdiction.

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

Unless where otherwise stated in this CPS, the applicable Privacy Policy or by agreement, private information are not used without the consent of the party to whom that information applies, in accordance with applicable privacy law.

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

ADACOM shall be entitled to disclose Confidential Information if, in good faith, ADACOM believes that:

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

This section is subject to applicable privacy laws.

#### **9.4.7 Disclosure Upon Owner's Request**

ADACOM's privacy policy contains provisions relating to the disclosure of private Information to the person disclosing it to ADACOM. This section is subject to applicable privacy laws.

#### **9.4.8 Other Information Disclosure Circumstances**

No stipulation.

## **9.5 Intellectual Property rights**

The allocation of Intellectual Property Rights among ADACOM Sub-domain Participants other than Subscribers and Relying Parties is governed by the applicable agreements among such ADACOM Sub-domain Participants. The following subsections of Section 9.5 apply to the Intellectual Property Rights in relation to Subscribers and Relying Parties.

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

CAs retain all Intellectual Property Rights in and to the Certificates and revocation information that they issue. ADACOM grants 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. ADACOM grants permission to use revocation information to perform Relying Party functions subject to the applicable Relying Party Agreement, or any other applicable agreements.

### **9.5.2 Property Rights in the CPS**

ADACOM Subscribers and Relying Parties acknowledge that ADACOM retains all Intellectual Property Rights in and to this CPS.

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

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

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

Key pairs corresponding to Certificates of CAs and end-user Subscribers are the property of the CAs and end-user Subscribers that are the respective Subjects of these Certificates, 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, Symantec's Root public keys and the Root Certificates containing them, including all PCA public keys and self-signed Certificates, are the property of Symantec. Symantec licenses software and hardware manufacturers to reproduce such root Certificates to place copies in trustworthy hardware devices or software. Finally, Secret Shares of a CA's private key are the property of the CA, and the CA retains all Intellectual Property Right in and to such Secret Shares even though they cannot obtain physical possession of the those shares or the CA from Symantec or ADACOM.

## **9.6 Representations and Warranties**

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

ADACOM CA warrants that:

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

ADACOM Subscriber Agreement may include additional representations and warranties.

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

ADACOM RAs warrant that:

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

ADACOM Subscriber Agreement may include additional representations and warranties.

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

Subscribers warrant that:

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

ADACOM Subscriber Agreement may include additional representations and warranties.

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

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

ADACOM Relying Party Agreement contains a warranty to Relying Party who reasonably relies on Qualified Certificate to verify a digital signature that:

- The Qualified Certificate contains all the details prescribed for a Qualified Certificate under the Directive,
- The Subscriber of such Qualified Certificate held the private key corresponding to the public key within such Qualified Certificate at the time the Qualified Certificate was issued and
- The CA and the RA exercises reasonable care to provide notice of the revocation of Qualified Certificates in accordance with CP § 4.9.7, 4.9.9.

ADACOM Relying Party Agreement may include additional representations and warranties. ADACOM Subscriber Agreement also contains the foregoing warranties and apply to the extent Subscribers also act as Relying Parties.

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

No stipulation.

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

ADACOM, Subscriber Agreement and Relying Party Agreement disclaim ADACOM's possible warranties, including any warranty of merchantability or fitness for a particular purpose.

#### **9.8 Obligations for CAs issuing Qualified Certificates**

ADACOM Qualified CA also meets the CA requirements set forth in the EDP.

ADACOM Subscriber Agreement is in writing and in readily understandable language. Furthermore, ADACOM Subscriber Agreement contain the following terms required by the Directive, the Greek Law and the ETSI Policy Document:

- The applicable policy, whether DL1 or DL2, including a clear statement as to whether the use of an SSCD is required or not,
- An acknowledgement that the information contained in the Certificate is correct unless the Subscriber informs the applicable CA or RA otherwise,
- Applicable limitations on use, which at a minimum include the limitations in CPS § 9.9.,
- The obligations of Subscribers set forth in this section and assent to perform such obligations,
- Information on how to validate a Certificate, including a requirement to check the status of a Certificate, and the conditions upon which reliance on a Certificate is deemed "reasonable," which apply to situations where Subscribers also act as Relying Parties,
- Applicable limitations of liability,
- Consent to the publication of the Certificate issued to the Subscriber and its availability for retrieval by Relying Parties,

- Consent to the retention of records used in enrollment, the provision of an SSCD to the Subscriber, revocation information, and the transition of such information to third parties in the event of CA termination,
- The records retention period for Certificate Application information,
- The records retention period for CA event logs,
- Applicable dispute resolution procedures,
- Governing law, and
- Whether the CA has been certified to be conformant with the DL1 Certificate policies or with the DL2 Certificate policies.

ADACOM Subscriber Agreement is communicated to Certificate Applicants before they submit enrollment information and with means that preserve the integrity of the Subscriber Agreement. Prior to the issuance of a new Certificate upon renewal or rekeying, any changes to Subscriber Agreement implemented since the time of the last enrollment or re-enrollment are communicated to the Subscriber with means that preserve the integrity of the Subscriber Agreement.

ADACOM Relying Party Agreement is in writing and in readily understandable language. Furthermore, ADACOM Relying Party Agreement contain the following terms required by the ETSI Policy Document:

- The applicable policy, whether DL1 or DL2, including a clear statement as to whether Subscribers are required to use an SSCD or not,
- Applicable limitations on use, which at a minimum include the limitations in CPS § 1.4.2,
- Information on how to validate a Certificate, including a requirement to check the status of a Certificate, and the conditions upon which reliance on a Certificate is deemed “reasonable,”
- Applicable limitations of liability,
- The records retention period for Certificate Application information,
- The records retention period for CA event logs,
- Applicable dispute resolution procedures,
- Governing law, and
- Whether the CA has been certified to be conformant with the DL1 Certificate policies or with the DL2 Certificate policies.

## **9.9 Limitations of Liability**

ADACOM Subscriber Agreement and Relying Party Agreement limit ADACOM's liability. Limitations of liability include an exclusion of indirect, special, incidental, and consequential damages. They also include the liability cap of three thousand Euros (3,000.00 €) limiting ADACOM's damages concerning a DL1 or DL2 Certificate.

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

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

## **9.10 Indemnities**

### **9.10.1 Indemnification by Subscribers**

Subscribers are required to indemnify ADACOM for:

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

The Subscriber Agreement may include additional indemnity obligations.

### **9.10.2 Indemnification by Relying Parties**

ADACOM Relying Party Agreement requires Relying Parties to indemnify ADACOM for:

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

The Relying Party Agreement may include additional indemnity obligations.

## **9.11 Term and Termination**

### **9.11.1 Term**

The CPS becomes effective upon publication in the ADACOM repository. Amendments to this CPS become effective upon publication in the ADACOM repository.

### **9.11.2 Termination**

This CPS as amended from time to time remains in force until it is replaced by a new version.

### **9.11.3 Effect of Termination and Survival**

Upon termination of this CPS, ADACOM Sub-domain Participants are nevertheless bound by its terms for all certificates issued for the remainder of the validity periods of such certificates.

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

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

## **9.13 Amendments**

### **9.13.1 Procedure for Amendment**

Amendments to this CPS are made by the ADACOM Practices Development Group (APDG). Amendments are either in the form of a document containing an amended form of the CPS or an update. Amended versions or updates are linked to the Practices Updates and Notices section of the ADACOM Repository located at: <https://www.adacom.com/repository/updates>. Updates supersede any designated or conflicting provisions of the referenced version of the CPS.

### **9.13.2 Notification Mechanism and Period**

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

Proposed amendments to the CPS appear in the Practices Updates and Notices section of the ADACOM Repository, which is located at: <https://www.adacom.com/repository/updates> .

Notwithstanding anything in the CPS to the contrary, if the APDG believes that material amendments to the CPS are necessary immediately to stop or prevent a breach of the security of the VTN or any portion of it, ADACOM is entitled to make such amendments by publication in the ADACOM Repository. Such amendments will be effective immediately upon publication. Within a reasonable time after publication, ADACOM provides notice to of such amendments to ADACOM Sub-domain Participants.

#### **9.13.2.1 Comment Period**

Except as otherwise stated, the comment period for any material amendments to the CPS is fifteen (15) days, starting on the date on which the amendments are posted on the ADACOM Repository. Any ADACOM Sub-domain Participant is entitled to file comments with the APDG up until the end of the comment period.

#### **9.13.2.2 Mechanism to Handle Comments**

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



### **9.13.3 Circumstances under Which OID Must be Changed**

If the APDG, in cooperation with Symantec, determines that a change is necessary in the object identifier corresponding to a Certificate policy, the amendment contains new object identifiers for the Certificate policies corresponding to each Class of Certificate. Otherwise, amendments do not require a change in Certificate policy object identifier.

## **9.14 *Dispute Resolution Provisions***

### **9.14.1 Disputes among Symantec, Affiliates, and Customers**

Disputes among ADACOM Sub-domain Participants are resolved pursuant to provisions in the applicable agreements among the parties.

### **9.14.2 Disputes with End-User Subscribers or Relying Parties**

ADACOM Subscriber Agreements and Relying Party Agreements contain a dispute resolution clause. Disputes involving ADACOM require an initial negotiation period of sixty (60) days followed by litigation in the courts of Athens- Greece.

## **9.15 *Governing Law***

The law of Greece governs the enforceability, construction, interpretation, and validity of this CPS, irrespective of contract or other choice of law provisions and without the requirement to establish a commercial nexus in Greece. This choice of law is made to ensure uniform procedures and interpretation for all ADACOM Sub-domain Participants, no matter where they are located.

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

## **9.16 *Compliance with Applicable Law***

This CPS is subject to Greek laws.

## **9.17 *Miscellaneous Provisions***

### **9.17.1 Entire Agreement**

Not applicable.

### **9.17.2 Assignment**

Not applicable.

### **9.17.3 Severability**

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

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

Not applicable.

### **9.17.5 Force Majeure**

ADACOM Subscriber Agreement and Relying Party Agreement may include a force majeure clause protecting ADACOM.

### **9.18 Other Provisions**

Not applicable.

## Appendix A. Table of Acronyms and definitions

### Table of Acronyms

Term	Definition
<b>APDG</b>	ADACOM Practices Development Group
<b>CA</b>	Certification Authority.
<b>CP</b>	Certificate Policy.
<b>CPS</b>	Certification Practice Statement.
<b>CRL</b>	Certificate Revocation List.
<b>EAL</b>	Evaluation assurance level (pursuant to the Common Criteria).
<b>FIPS</b>	United State Federal Information Processing Standards.
<b>LSVA</b>	Logical security vulnerability assessment.
<b>OCSP</b>	Online Certificate Status Protocol.
<b>PCA</b>	Primary Certification Authority.
<b>PIN</b>	Personal identification number.
<b>PKCS</b>	Public-Key Cryptography Standard.
<b>PKI</b>	Public Key Infrastructure.
<b>PMA</b>	Policy Management Authority.
<b>RA</b>	Registration Authority.
<b>RFC</b>	Request for comment.
<b>S/MIME</b>	Secure multipurpose Internet mail extensions.
<b>SSL</b>	Secure Sockets Layer.
<b>VTN</b>	VeriSign Trust Network.

### Definitions

Term	Definition
<b>Administrator</b>	A Trusted Person within the organization of a Processing Center, Service Center or Managed PKI Customer, that performs validation and other CA or RA functions.
<b>ADACOM Practices Development Group</b>	The organization within ADACOM, responsible for promulgating this policy throughout the ADACOM Sub-domain.
<b>Administrator Certificate</b>	A Certificate issued to an Administrator that may only be used to perform CA or RA functions.
<b>Affiliate</b>	A leading trusted third party, for example in the technology, telecommunications, or financial services industry that has entered into an agreement with Symantec to be a VTN distribution and services channel within a specific territory.
<b>Certificate</b>	A message that, at least, states a name or identifies the CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and is digitally signed by the CA.
<b>Certificate Applicant</b>	An individual or organization that requests the issuance of a Certificate by a CA.
<b>Certificate Application</b>	A request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.
<b>Certificate Chain</b>	An ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.
<b>Certificate Policies (CP)</b>	The document, which is entitled "VeriSign Trust Network Certificate Policies" and is the principal statement of policy governing the VTN.
<b>Certificate Revocation List (CRL)</b>	A periodically (or exigently) issued list, digitally signed by a CA, of identified Certificates that have been revoked prior to their expiration dates. The list generally indicates the CRL issuer's name, the date of issue, the date of the next

<b>Term</b>	<b>Definition</b>
	scheduled CRL issue, the revoked Certificates' serial numbers, and the specific times and reasons for revocation.
<b>Certificate Request Signing</b>	A message conveying a request to have a Certificate issued.
<b>Certification Authority (CA)</b>	An entity authorized to issue, manage, revoke, and renew Certificates in the VTN.
<b>Certification Practice Statement (CPS)</b>	This document which states the practices that ADACOM employs in approving or rejecting Certificate Applications and issuing, managing, and revoking Certificates, and requires its Managed PKI Customers and Gateway Customers to employ.
<b>Challenge Phrase</b>	A secret phrase chosen by a Certificate Applicant during enrollment for a Certificate. When issued a Certificate, the Certificate Applicant becomes a Subscriber and a CA or RA can use the Challenge Phrase to authenticate the Subscriber when the Subscriber seeks to revoke or renew the Subscriber's Certificate.
<b>Class</b>	A specified level of assurances as defined within the CP. See CP § 1.1.1.
<b>Client Service Center</b>	A Service Center that is ADACOM providing client Certificates either in the Consumer or Enterprise line of business.
<b>Compliance Audit</b>	A periodic audit that a Processing Center, Service Center or Managed PKI Customer undergoes to determine its conformance with VTN Standards that apply to it.
<b>Compromise</b>	A violation (or suspected violation) of a security policy, in which an unauthorized disclosure of, or loss of control over, sensitive information may have occurred. With respect to private keys, a Compromise is a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of such private key.
<b>Confidential/Private Information</b>	Information required to be kept confidential and private pursuant to CP § 2.8.1.
<b>CRL Usage Agreement</b>	An agreement setting forth the terms and conditions under which a CRL or the information in it can be used.
<b>Enterprise, as in Enterprise Service Center</b>	A line of business that ADACOM enters to provide Managed PKI services to Managed PKI Customers.
<b>Exigent Audit/Investigation</b>	An audit or investigation by Symantec or ADACOM where ADACOM has reason to believe that an entity failure to meet VTN Standards, an incident or Compromise relating to the entity, or an actual or potential threat to the security of the VTN posed by the entity has occurred.
<b>Intellectual Property Rights</b>	Rights under one or more of the following: any copyright, patent, trade secret, trademark, and any other intellectual property rights.
<b>Intermediate Certification Authority (Intermediate CA)</b>	A Certification Authority whose Certificate is located within a Certificate Chain between the Certificate of the root CA and the Certificate of the Certification Authority that issued the end-user Subscriber's Certificate.
<b>Key Generation Ceremony</b>	A procedure whereby a CA's or RA's key pair is generated, its private key is transferred into a cryptographic module, its private key is backed up, and/or its public key is certified.
<b>Managed PKI</b>	ADACOM's fully integrated managed PKI service that allows enterprise Customers of ADACOM to distribute Certificates to individuals, such as employees, partners, suppliers, and customers. Managed PKI permits enterprises to secure messaging, and e-commerce applications.
<b>Manual Authentication</b>	A procedure whereby Certificate Applications are reviewed and approved manually one-by-one by an Administrator using a web-based interface.
<b>Nonverified Subscriber Information</b>	Information submitted by a Certificate Applicant to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than that the information was submitted by the Certificate Applicant.
<b>Non-repudiation</b>	An attribute of a communication that provides protection against a party to a

<b>Term</b>	<b>Definition</b>
	communication falsely denying its origin, denying that it was submitted, or denying its delivery. Denial of origin includes the denial that a communication originated from the same source as a sequence of one or more prior messages, even if the identity associated with the sender is unknown. Note: only an adjudication by a court, arbitration panel, or other tribunal can ultimately prevent repudiation. For example, a digital signature verified with reference to a VTN Certificate may provide proof in support of a determination of Non-repudiation by a tribunal, but does not by itself constitute Non-repudiation.
<b>Offline CA</b>	VeriSign PCAs Issuing Root CAs and other designated intermediate CAs that are maintained offline for security reasons in order to protect them from possible attacks by intruders by way of the network. These CAs do not directly sign end user Subscriber Certificates.
<b>Online CA</b>	CAs that sign end user Subscriber Certificates are maintained online so as to provide continuous signing services.
<b>Online Certificate Status Protocol (OCSP)</b>	A protocol for providing Relying Parties with real-time Certificate status information.
<b>Operational Period</b>	The period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with the date and time on which the Certificate expires or is earlier revoked.
<b>PKCS #10</b>	Public-Key Cryptography Standard #10 developed by RSA Security Inc., which defines a structure for a Certificate Signing Request.
<b>PKCS #12</b>	Public-Key Cryptography Standard #12 developed by RSA Security Inc., which defines a secure means for the transfer of private keys.
<b>Policy Management Authority (PMA)</b>	The organization within Symantec responsible for promulgating this policy throughout the VTN.
<b>Primary Certification Authority (PCA)</b>	A CA that acts as a root CA for a specific Class of Certificates, and issues Certificates to CAs subordinate to it.
<b>Processing Center</b>	The ADACOM site that creates a secure facility housing, among other things, the cryptographic modules used for the issuance of Certificates. In the Consumer and Web Site lines of business, Processing Centers act as CAs within the VTN and perform all Certificate lifecycle services of issuing, managing, revoking, and renewing Certificates. In the Enterprise line of business, Processing Centers provide lifecycle services on behalf of their Managed PKI Customers or the Managed PKI Customers of the Service Centers subordinate to them.
<b>Public Key Infrastructure (PKI)</b>	The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a Certificate-based public key cryptographic system. The VTN PKI consists of systems that collaborate to provide and implement the VTN.
<b>Registration Authority (RA)</b>	An entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.
<b>Relying Party</b>	An individual or organization that acts in reliance on a certificate and/or a digital signature.
<b>Relying Party Agreement</b>	An agreement used by a CA setting forth the terms and conditions under which an individual or organization acts as a Relying Party.
<b>RSA</b>	A public key cryptographic system invented by Rivest, Shamir, and Adelman.
<b>Secret Share</b>	A portion of a CA private key or a portion of the activation data needed to operate a CA private key under a Secret Sharing arrangement.
<b>Secret Sharing</b>	The practice of splitting a CA private key or the activation data to operate a CA private key in order to enforce multi-person control over CA private key operations under CP § 6.2.2.
<b>Secure Server ID</b>	A Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers.
<b>Secure Sockets Layer (SSL)</b>	The industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client

<b>Term</b>	<b>Definition</b>
	authentication for a Transmission Control Protocol/Internet Protocol connection.
<b>Security and Audit Requirements Guide</b>	A Symantec document that sets forth the security and audit requirements and practices for Processing Centers and Service Centers.
<b>Service Center</b>	The ADACOM operation that does not house Certificate signing units for the issuance of Certificates for the purpose of issuing Certificates of a specific Class or type, but rather relies on a Processing Center to perform issuance, management, revocation, and renewal of such Certificates.
<b>Sub-domain</b>	The portion of the VTN under control of an entity and all entities subordinate to it within the VTN hierarchy.
<b>Subject</b>	The holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.
<b>Subscriber</b>	In the case of an individual Certificate, a person who is the Subject of, and has been issued, a Certificate. In the case of an organizational Certificate, an organization that owns the equipment or device that is the Subject of, and that has been issued, a Certificate. A Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.
<b>Subscriber Agreement</b>	An agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization acts as a Subscriber.
<b>Superior Entity</b>	An entity above a certain entity within a VTN hierarchy (the Class 1, or 3 hierarchy).
<b>Trusted Person</b>	An employee, contractor, or consultant of an entity within the VTN responsible for managing infrastructural trustworthiness of the entity, its products, its services, its facilities, and/or its practices as further defined in CP § 5.2.1.
<b>Trusted Position</b>	The positions within a VTN entity that must be held by a Trusted Person.
<b>Trustworthy System</b>	Computer hardware, software, and procedures that are reasonably secure from intrusion and misuse; provide a reasonable level of availability, reliability, and correct operation; are reasonably suited to performing their intended functions; and enforce the applicable security policy. A trustworthy system is not necessarily a "trusted system" as recognized in classified government nomenclature.
Symantec	Means, with respect to each pertinent portion of this CPS Symantec Corp and/or any wholly owned Symantec subsidiary responsible for the specific operations at issue.
<b>ADACOM Repository</b>	ADACOM's database of Certificates and other relevant ADACOM Sub-domain information accessible on-line.
<b>VeriSign Trust Network (VTN)</b>	The Certificate-based Public Key Infrastructure governed by the VeriSign Trust Network Certificate Policies, which enables the worldwide deployment and use of Certificates by Symantec and its Affiliates, and their respective Customers, Subscribers, and Relying Parties.
<b>VTN Participant</b>	An individual or organization that is one or more of the following within the VTN: Symantec, ADACOM, a Customer, a Universal Service Center, a Reseller, a Subscriber, or a Relying Party.
<b>VTN Standards</b>	The business, legal, and technical requirements for issuing, managing, revoking, renewing, and using Certificates within the VTN.