

thawte
**Certification Practice
Statement**

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Thawte Certification Practice Statement

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1. Introduction

A Certification Practice Statement (“CPS”) is defined by the 'Electronic Commerce and Information Technology Division' of the American Bar Association as “a statement of the practices which a certification authority employs in issuing certificates.” The *thawte* CPS explains the policies, practices, and procedures that govern the *thawte* public key infrastructure (“*thawte* PKI”).

Please Note: The capitalized terms in this CPS are defined terms with specific meanings. Please see Section 9 for a list of definitions.

1.1 Overview

thawte's Certification Authorities (CAs) offer two distinct classes of end user subscriber certificates – High Assurance and Low Assurance. The distinction between these classes of Certificates is the level of Subscriber identification and authentication performed (*See* CPS §§ 3.1.8, 3.1.9). In addition, specific types of certificates within these classes have specific intended uses (*See* CPS §1.3.4) and certificate profiles (*See* CPS §7.1).

thawte High Assurance Certificates are issued to organizations (including sole proprietors) to provide authentication; message, software, and content integrity; and confidentiality encryption. *thawte* High Assurance Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. *thawte* High Assurance Certificates for servers (SSL Web Server Certificates and SGC SuperCerts) also provide assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application.

thawte Low Assurance Certificates are individual Certificates, whose validation procedures are based on assurances that the Subscriber's e-mail address is associated with a public key. They are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary. In addition, *thawte* also offers Freemail Web of Trust individual certificates, which include confirmation of the Subscriber's identity. *See* CPS §3.1.9 for more information.

Within these classes of Certificates, *thawte* issues the following specific types of certificates to end user subscribers in accordance with this CPS:

<i>Certificate Type</i>	<i>Assurance Level</i>	<i>Issued to</i>	<i>Description and Benefit</i>
SSL Web Server Certificates	High	Organizations (including sole proprietors)	By utilizing <i>thawte</i> 's SSL Web Server Certificate you are sending a clear signal to your customers. They know that the information they submit will not be intercepted while in transit, and that you are a verified, real-world organization.

<i>Certificate Type</i>	<i>Assurance Level</i>	<i>Issued to</i>	<i>Description and Benefit</i>
SGC SuperCerts	High	Organizations (including sole proprietors)	By unleashing the full protection of your SSL-enabled server, a SGC SuperCert from <i>thawte</i> will allow you to extend 128-bit encryption to clients that use older browsers with 40-bit or 56-bit encryption capabilities (Netscape 4.71 or later, IE 5.01 or later).
Code Signing Certificates	High	Organizations (including sole proprietors)	<i>thawte's</i> Code Signing Certificate allows you to sign active content for secure electronic distribution over the Internet.
Personal E-mail Certificates	Low	Individuals	Securing your e-mail communications has never been easier. A brief and simple registration process allows you to enjoy the benefits of <i>thawte's</i> Personal E-mail Certification System, the only system of its kind that is absolutely FREE. <i>thawte</i> Personal E-mail Certificates contain "Thawte Freemail Member" as the common name. <i>thawte's</i> Freemail Web of Trust Certificates include the Subscriber's authenticated name as the common name.

Table 1 – Certificate Types within the *thawte* PKI

thawte also offers the following programs for organizations which require multiple Server and Code Signing Certificates:

<i>Program</i>	<i>Purpose and Benefit</i>	<i>Program Description</i>
Starter PKI Program (SPKI)	The SPKI Program allows an organization to issue multiple SSL Web Server, SGC SuperCerts and Code Signing Certificates by means of self-service.	SPKI Customers approve or deny certificate requests using the SPKI system functionality. Customers manage the life cycle of certificates themselves and thus have full control of revocation and renewal of certificates. As with other certificates, <i>thawte</i> performs the back-end certificate issuance. Customers only issue certificates for SSL Web Server, SGC SuperCerts and Code Signing Certificates within their own organizations.

Program	Purpose and Benefit	Program Description
ISP Program	This program provides a one-stop base that will allow an ISP to purchase, manage and resell SSL Web Server, SGC SuperCerts and Code Signing Certificates.	<i>thawte</i> 's ISP Program, permits entities acting as a host ("Web Host") to the web sites of their clients to manage lifecycle processes for server and code signing Certificates on behalf of their clients. The ISP Program allows Web Hosts to enroll for SSL Web Server, SGC SuperCerts and Code Signing Certificates on behalf of end-user Subscribers who are customers of the Web Hosts. Although the Web Host assists the enrollment process (<i>See</i> CPS § 4.1.1), Web Hosts do not perform validation functions, but instead <i>thawte</i> performs these validation functions. Also, it is the Web Hosts' customers that obtain SSL Web Server, SGC SuperCerts and Code Signing Certificates as the actual Subscribers and are ultimately responsible for Subscriber obligations under the appropriate Subscriber Agreement. Web Hosts have an obligation to provide the applicable Subscriber Agreements to their clients to inform them of their obligations.
T-refer Program	This program allows companies to refer customers to <i>thawte</i> . Once a certificate is issued to the customer, the referrer is paid a referral fee. SSL Web Server, SGC SuperCerts and Code Signing Certificates are sold through this channel.	T-refer allows entities to install a link on their web site: via this link their customers can buy <i>thawte</i> certificates. The referrer is not necessarily affiliated to the customer and will not need to be involved in the enrollment process with the customer. The channel is used to allow referrals to <i>thawte</i> for compensation without having to pre-pay. The discounts offered in the referral channel are lower than those in the ISP Program. The customer is responsible for both the enrollment and payment of their certificate.

Table 2 – *thawte* PKI Programs

1.1.1 Role of the *thawte* CPS and Ancillary Agreements

The CPS describes at a general level the overall business, legal, and technical infrastructure of the *thawte* PKI. The CPS describes, among other things:

- Obligations of Certification Authorities, Registration Authorities, Subscribers, and Relying Parties within the *thawte* PKI,
- Legal matters that are covered in Subscriber Agreements and Relying Party Agreements within the *thawte* PKI,
- Audit and related security and practices reviews that *thawte* and *thawte* PKI Participants undertake,

- Methods used within the *thawte* PKI to confirm the identity of Certificate Applicants for each type of Certificate,
- Operational procedures for Certificate life cycle services undertaken in the *thawte* PKI, including Certificate application, issuance, acceptance, revocation, and renewal,
- Operational security procedures for audit logging, records retention, and disaster recovery used within the *thawte* PKI,
- Physical, personnel, key management, and logical security practices of PKI Participants,
- Certificate and Certificate Revocation List content within the *thawte* PKI, and
- Administration of the CPS, including methods of amending it.

In addition, there are ancillary agreements imposed by *thawte* which apply to *thawte* PKI Participants. These agreements bind Customers, Subscribers, and Relying Parties of *thawte*. Among other things, the agreements flow down *thawte* requirements to these *thawte* PKI Participants and, in some cases, state specific practices for how they must meet *thawte* requirements.

1.1.2 Background Concerning Digital Certificates and the *thawte* PKI

This CPS assumes that the reader is generally familiar with Public Key Infrastructures (PKIs), Digital Certificates, Digital Signatures, Encryption, and the *thawte* PKI. If not, *thawte* advises that the reader obtain some training in the use of public key cryptography and public key infrastructure as implemented in the *thawte* PKI. General educational and training information is accessible from *thawte* at <http://www.thawte.com>. Also, a brief summary of the roles of the different *thawte* PKI Participants is set forth in CPS § 1.3.

1.1.3 Compliance with Applicable Standards

The practices specified in this CPS have been designed to meet or exceed the requirements of generally accepted and developing industry standards including AICPA/CICA *WebTrust Program for Certification Authorities*, ANS X9.79:2001 *PKI Practices and Policy Framework*, and other industry standards related to the operation of CAs.

The structure of this CPS generally corresponds to the *Internet X.509 Public Key Infrastructure Certificate Policy and Certification Practices Framework*, known as RFC 2527 of the Internet Engineering Task Force, an Internet standards body. The RFC 2527 framework has become a standard in the PKI industry. This CPS conforms to the RFC 2527 framework in order to make policy mapping and comparisons, assessment, and interoperation easier for persons using or considering using *thawte* services. *thawte* reserves the right to vary from the RFC 2527 structure as needed, for example to enhance the quality of the CPS or its suitability to *thawte* PKI participants. Moreover, the CPS structure may not correspond to future versions of RFC 2527.

1.2 Identification

This document is the *thawte* Certification Practice Statement.

1.3 Community and Applicability

The community governed by this CPS is the *thawte* PKI, which is a PKI that accommodates a worldwide, large, public, and widely distributed community of users with diverse needs for communications and information security. This CPS is the document that governs the *thawte* PKI. Participants in the *thawte* PKI are located across the globe.

1.3.1 Certification Authorities

The term Certification Authority (“CA”) is an umbrella term that refers to all entities issuing Certificates within the *thawte* PKI. *thawte* currently operates the following Certification Authorities within the *thawte* PKI:

<i>Type</i>	<i>CA Name</i>	<i>CA Description</i>	<i>Registration Authorities</i>
<i>Thawte Root CAs</i>	Thawte Server CA	High Assurance Root CA that issues: <ul style="list-style-type: none"> • Server Certificates 	<ul style="list-style-type: none"> • Thawte • Thawte SPKI Customers
	Thawte Personal Freemail CA	Low Assurance Root CA that issues: <ul style="list-style-type: none"> • Sub-CA Certificates for Thawte Issuing CAs 	<ul style="list-style-type: none"> • Thawte
	Thawte Server Premium CA	High Assurance Root CA that issues: <ul style="list-style-type: none"> • Sub-CA Certificates for Thawte Issuing CAs 	<ul style="list-style-type: none"> • Thawte
	Thawte Personal Premium CA	Currently inactive	<ul style="list-style-type: none"> • Thawte
	Thawte Personal Basic CA	Currently inactive	<ul style="list-style-type: none"> • Thawte
	Thawte Timestamping CA	Currently inactive	<ul style="list-style-type: none"> • Thawte
<i>Subordinate Issuing CAs</i>	Thawte Personal Freemail Issuing CA	Sub-CA that issues: <ul style="list-style-type: none"> • Low assurance individual “Freemail” certificates for S/MIME and client authentication • Low assurance “Freemail Web of Trust” certificates for S/MIME and client authentication 	<ul style="list-style-type: none"> • Thawte • Thawte Web of Trust Notaries
	Thawte Code Signing CA	Sub-CA that issues: <ul style="list-style-type: none"> • High Assurance Code Signing Certificates 	<ul style="list-style-type: none"> • Thawte • Thawte SPKI Customers

Table 3 – CAs Within the Thawte PKI

Note: Refer to the *thawte* Repository at <http://www.thawte.com/repository> for updates to the current listing of *thawte* CAs.

1.3.2 Registration Authorities

Registration Authorities (“RAs”) within the *thawte* PKI include the following:

<i>Registration Authority</i>	<i>Role</i>
-------------------------------	-------------

<i>Registration Authority</i>	<i>Role</i>
Thawte	<i>thawte</i> performs the RA function for all high assurance certificates and for low assurance “Freemail” certificates, which do not include the subscriber’s name.
SPKI Customers	SPKI Customers perform identification and authentication of high assurance Certificate subscribers within the SPKI Customer’s organization as described in CPS §1.1.
Thawte Web of Trust Notaries	<i>thawte’s</i> Web of Trust Notaries perform the RA function for low assurance “Freemail Web of Trust certificates which contain the subscriber’s authenticated name.

Table 4 – RAs within the *thawte* PKI

1.3.3 End Entities

Subscribers within the *thawte* PKI include the following:

<i>Class</i>	<i>Issued to</i>	<i>Types of Subscribers</i>
<i>Low Assurance</i>	Individuals	Any individual, including members of the general public.
<i>High Assurance</i>	Organizations	Organizations (including agencies, Educational Institutions, Government Departments, etc.) that control a device including, but not limited to: <ul style="list-style-type: none"> • Web servers, mail servers and web traffic management devices • Devices digitally signing code or other content.
	Sole Proprietors	Small Office Home Office (“SOHO”) clients that are typically individuals who run a sole proprietor online or development business.

Table 5 – Subscribers within the *thawte* PKI

CAs are themselves, as a technical matter, Subscribers of Certificates, either as a Root CA issuing a self-signed Certificate to itself, or as a Subordinate CA issued a Certificate by a superior CA. References to “Subscribers” in this CPS, however, apply only to end-user Subscribers.

1.3.4 Applicability

This CPS applies to all *thawte* PKI Participants, including *thawte*, Customers, Resellers, Subscribers, and Relying Parties. This CPS describes the practices governing the use of High Assurance and Low Assurance Certificates within the *thawte* PKI. Each type of Certificate is generally appropriate for use with the applications set forth in CPS §§ 1.3.4.1 and § 1.1 (Table 1). Nonetheless, by contract or within specific environments (such as an intra-company environment), *thawte* PKI Participants are permitted to use Certificates for higher security applications than the ones described in CPS §§ 1.1, 1.3.4.1. Any such usage, however, shall be limited to such entities

and subject to CPS §§ 2.2.1.2, 2.2.2, and these entities shall be solely responsible for any harm or liability caused by such usage.

1.3.4.1 Suitable Applications

Individual Certificates and some organizational Certificates permit Relying Parties to verify digital signatures. *thawte* PKI Participants acknowledge and agree, to the extent permitted by applicable law, that where a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a *thawte* Certificate may be valid, effective, and enforceable to an extent no less than if the same message or record been written and signed on paper. Subject to applicable law, a digital signature or transaction entered into with reference to a *thawte* Certificate shall be effective regardless of the geographic location where the *thawte* Certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of the CA or Subscriber.

1.3.4.2 Restricted Applications

In general, *thawte* Certificates are general-purpose Certificates. *thawte* Certificates may be used globally and to interoperate with diverse Relying Parties worldwide. Usage of *thawte* Certificates is not generally restricted to a specific business environment, such as a pilot, financial services system, vertical market environment, or virtual marketplace. Nonetheless, such use is permitted and Customers using Certificates within their own environment may place further restrictions on Certificate use within these environments. *thawte* and other *thawte* PKI Participants, however, are not responsible for monitoring or enforcing any such restrictions in these environments.

Nonetheless, certain *thawte* Certificates are limited in function. For example, CA Certificates may not be used for any functions except CA functions. Moreover, individual Certificates are intended for client applications and shall not be used as server or organizational Certificates. In addition, High Assurance organizational Certificates issued to devices are limited in function to web servers, mail servers or web traffic management devices (in the case of SSL Web Server Certificates and SGC SuperCerts) and Code Signing (in the case of Code Signing Certificates).

Also, with respect to *thawte* Certificates, the key usage extension is intended to limit the technical purposes for which a private key corresponding to the public key in a Certificate may be used within the *thawte* PKI. See CPS § 6.1.9. In addition, end-user Subscriber Certificates shall not be used as CA Certificates. This restriction is confirmed by the absence of a Basic Constraints extension. See CPS § 7.1.2. The effectiveness of extension-based limitations, however, is subject to the operation of software manufactured or controlled by entities other than *thawte*.

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

1.3.4.3 Prohibited Applications

thawte Certificates are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or

weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Also, subject to CPS § 1.3.4, Low Assurance Personal E-mail and Freemail Web of Trust Certificates shall not be used as proof of identity or as support of nonrepudiation of identity or authority.

1.4 Contact Details

1.4.1 Specification Administration Organization

The organization administering this CPS is VeriSign, Inc. Inquiries should be addressed as follows:

VeriSign, Inc.
487 East Middlefield Road
Mountain View, CA 94043 USA
Attn: Practices Development – *thawte* CPS
+1 (650) 961-7500 (voice)
+1 (650) 426-5113 (fax)
practices@verisign.com

1.4.2 Contact Person

Address inquiries about the CPS to practices@verisign.com or to the following address:

VeriSign, Inc.
487 East Middlefield Road
Mountain View, CA 94043 USA
Attn: Practices Development – *thawte* CPS
+1 (650) 961-7500 (voice)
+1 (650) 426-5113 (fax)
practices@verisign.com

1.4.3 Person Determining CPS Suitability for the Policy

The VeriSign/ *thawte* Practices Development group is responsible for determining whether this CPS and other documents in the nature of certification practice statements and certificate policies that supplement or are subordinate to this CPS are suitable under the *thawte* CPS.

2. General Provisions

2.1 Obligations

2.1.1 CA Obligations

CAs perform the specific obligations appearing throughout this CPS. In addition, *thawte* uses commercially reasonable efforts to ensure that Subscriber Agreements and Relying Party Agreements bind Subscribers and Relying Parties within the *thawte* PKI. Examples of such efforts include, but are not limited to, requiring assent to a Subscriber Agreement as a condition of enrollment or requiring assent to a Relying Party Agreement as a condition of receiving Certificate status information. Similarly, Resellers (where required by contract) must use Subscriber Agreements and Relying Party Agreements in accordance with the requirements imposed by *thawte*. The Subscriber Agreements and Relying Party Agreements used by *thawte* and Resellers must include the provisions required by CPS §§ 2.2-2.4.

2.1.2 RA Obligations

Where the RA function is not performed by *thawte* itself, external RAs assist *thawte* by performing validation functions, approving or rejecting Certificate Applications, requesting revocation of Certificates, and approving renewal requests. The provisions of the CPS specify obligations of each category of RAs: *thawte* itself, SPKI Customers and *thawte* Web of Trust Notaries.

2.1.3 Subscriber Obligations

Subscriber obligations apply to Subscribers within the *thawte* PKI, through this CPS, by way of Subscriber Agreements approved by *thawte*. Certain Subscriber Agreements in force within the *thawte* PKI appear at: <http://www.thawte.com/repository>.

Within the *thawte* PKI, Subscriber Agreements require that Certificate Applicants provide complete and accurate information on their Certificate Applications and manifest assent to the applicable Subscriber Agreement as a condition of obtaining a Certificate.

Subscriber Agreements apply the specific obligations appearing in the CPS to Subscribers within the *thawte* PKI. Subscriber Agreements require Subscribers to use their Certificates in accordance with CPS § 1.3.4. They also require Subscribers to protect their private keys in accordance with CPS §§ 6.1-6.2, 6.4. Under these Subscriber Agreements, if a Subscriber discovers or has reason to believe there has been a Compromise of the Subscriber's Private Key or the activation data protecting such Private Key, or the information within the Certificate is incorrect or has changed, that the Subscriber must promptly:

- Notify *thawte* in accordance with CPS § 4.4.1.1 and request revocation of the Certificate in accordance with CPS §§ 3.4, 4.4.3.1, and

- Notify any person that may reasonably be expected by the Subscriber to rely on or to provide services in support of the Subscriber's Certificate or a digital signature verifiable with reference to the Subscriber's Certificate.

Subscriber Agreements require Subscribers to cease use of their private keys at the end of their key usage periods under CPS § 6.3.2.

Subscriber Agreements state that Subscribers shall not monitor, interfere with, or reverse engineer the technical implementation of the *thawte* PKI, except upon prior written approval from *thawte*, and shall not otherwise intentionally compromise the security of the *thawte* PKI.

2.1.4 Relying Party Obligations

Relying Party obligations apply to Relying Parties within the *thawte* PKI, through this CPS, by way of *thawte*'s Relying Party Agreement(s). Relying Party Agreement(s) in force within the *thawte* PKI appear at: <http://www.thawte.com/repository>.

Relying Party Agreements within the *thawte* PKI state that before any act of reliance, Relying Parties must 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. They state that *thawte*, CA's, and RA's are not responsible for assessing the appropriateness of the use of a Certificate. Relying Party Agreements specifically state that Relying Parties must not use Certificates beyond the limitations in CPS § 1.3.4.2 and for purposes prohibited in CPS § 1.3.4.3.

Relying Party Agreements further state that Relying Parties must 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. Under these Agreements, Relying Parties must not rely on a Certificate unless these verification procedures are successful.

Relying Party Agreements also require Relying Parties to check the status of a Certificate on which they wish to rely, as well as all the Certificates in its Certificate Chain in accordance with CPS § 4.4.10. If any of the Certificates in the Certificate Chain have been revoked, according to Relying Party Agreements, the Relying Party must not rely on the end-user Subscriber Certificate or other revoked Certificate in the Certificate Chain.

Finally, Relying Party Agreements state that assent to their terms is a condition of using or otherwise relying on Certificates. Relying Parties that are also Subscribers agree to be bound by Relying Party terms under this section, disclaimers of warranty, and limitations of liability when they agree to a Subscriber Agreement.

Relying Party Agreements state that if all of the checks described above are successful, the Relying Party is entitled to rely on the Certificate, provided that reliance upon the Certificate is 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.

Relying Party Agreements state that Relying Parties must not monitor, interfere with, or reverse engineer the technical implementation of the *thawte* PKI, except upon prior written approval from *thawte*, and shall not otherwise intentionally compromise the security of the *thawte* PKI.

2.1.5 Repository Obligations

thawte is responsible for the repository functions for its CA's. Upon revocation of an end-user Subscriber's Certificate, *thawte* publishes notice of such revocation on the *thawte* web site at <https://www.thawte.com/cgi/lifecycle/roots.exe>. *thawte* publishes CRL's for its CA's pursuant to CPS §§ 2.6, 4.4.9.

2.2 Liability

2.2.1 Certification Authority Liability

The warranties, disclaimers of warranty, and limitations of liability among *thawte*, Resellers, and their respective Customers within the *thawte* PKI are set forth and governed by the agreements among them. This CPS § 2.2.1 relates only to the warranties that certain CA's (*thawte* CA's) must make to end-user Subscribers receiving Certificates from them and to Relying Parties, the disclaimers of warranties they shall make to such Subscribers and Relying Parties, and the limitations of liability they shall place on such Subscribers and Relying Parties.

thawte uses, and (where required) Resellers shall use, Subscriber Agreements and Relying Party Agreements in accordance with CPS § 2.1.1. These Subscriber Agreements shall meet the requirements imposed by *thawte* (in the case of Resellers). Requirements that Subscriber Agreements contain warranties, disclaimers, and limitations of liability below apply to those Resellers that use Subscriber Agreements. *thawte* adheres to such requirements in its Subscriber Agreements. *thawte's* practices concerning warranties, disclaimers, and limitations in Relying Party Agreements apply to *thawte*. Note that terms applicable to Relying Parties shall also be included in Subscriber Agreements, in addition to Relying Party Agreements, because Subscribers often act as Relying Parties as well.

2.2.1.1 Certification Authority Warranties to Subscribers and Relying Parties

thawte's Subscriber Agreements include, and other Subscriber Agreements shall include, a warranty to Subscribers 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 this CPS in all material aspects.

thawte's Relying Party Agreements contain a warranty to Relying Parties who reasonably rely on a Certificate that:

- All information in or incorporated by reference in such Certificate, except Non-verified Subscriber Information, is accurate, and
- The entities approving the Certificate Application and issuing the Certificate have substantially complied with this CPS when issuing the Certificate.

2.2.1.2 Certification Authority Disclaimers of Warranties

To the extent permitted by applicable law, *thawte's* Subscriber Agreements and Relying Party Agreements disclaim, and other Subscriber Agreements shall disclaim, *thawte's* possible warranties, including any warranty of merchantability or fitness for a particular purpose.

2.2.1.3 Certification Authority Limitations of Liability

To the extent permitted by applicable law, *thawte's* Subscriber Agreements and Relying Party Agreements limit, and other Subscriber Agreements shall limit *thawte's* liability. Limitations of liability include an exclusion of indirect, special, incidental, and consequential damages. They also include the following liability caps limiting *thawte's* damages concerning High Assurance Certificates to two (2) times the purchase price of the Certificate.

2.2.1.4 Force Majeure

To the extent permitted by applicable law, *thawte's* Subscriber Agreements and Relying Party Agreements include, and other Subscriber Agreements shall include, a force majeure clause protecting *thawte*.

2.2.2 Registration Authority Liability

The warranties, disclaimers of warranty, and limitations of liability between an RA and the CA it is assisting to issue Certificates, or the applicable Reseller, are set forth and governed by the agreements between them.

2.2.3 Subscriber Liability

2.2.3.1 Subscriber Warranties

thawte's Subscriber Agreements require Subscribers to 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,
- 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.

Other Subscriber Agreements shall also contain these requirements.

2.2.3.2 Private Key Compromise

This CPS sets forth *thawte* requirements for the protection of the private keys of Subscribers, which are included by virtue of CPS § 6.2.7.1 in Subscriber Agreements. Subscriber Agreements state that Subscribers failing to meet these *thawte* requirements are solely responsible for any loss or damage resulting from such failure.

2.2.4 Relying Party Liability

Subscriber Agreements and Relying Party Agreements require Relying Parties to acknowledge that they have sufficient information to make an informed decision as to the extent to which they choose to rely on the information in a Certificate, that they are solely responsible for deciding whether or not to rely on such information, and that they shall bear the legal consequences of their failure to perform the Relying Party obligations in CPS § 2.1.4.

2.3 Financial Responsibility

2.3.1 Indemnification by Subscribers and Relying Parties

2.3.1.1 Indemnification by Subscribers

To the extent permitted by applicable law, *thawte*'s Subscriber Agreements require, and other Subscriber Agreements shall require, Subscribers to indemnify *thawte* and any non-*thawte* RA's 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.

2.3.1.2 Indemnification by Relying Parties

To the extent permitted by applicable law, *thawte*'s Subscriber Agreements and Relying Party Agreements require, and other Subscriber Agreements shall require, Relying Parties to indemnify *thawte* and any non-*thawte* RA's 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.

2.3.2 Fiduciary Relationships

To the extent permitted by applicable law, *thawte's* Subscriber Agreements and Relying Party Agreements disclaim, and other Subscriber Agreements shall disclaim, any fiduciary relationship between *thawte* or a non- *thawte* RA on one hand and a Subscriber or Relying Party on the other hand.

2.3.3 Administrative Processes

Thawte Consulting (Pty) Ltd is a wholly owned subsidiary of VeriSign, Inc. VeriSign's financial resources are set forth in disclosures appearing at: <http://corporate.verisign.com/investor/sec-filings.html>. VeriSign shall also maintain a commercially reasonable level of insurance coverage for errors and omissions, either through an errors and omissions insurance program with an insurance carrier or a self-insured retention.

2.4 Interpretation and Enforcement

2.4.1 Governing Law

Subject to any limits appearing in applicable law, the laws of the state of California, U.S.A., shall govern the enforceability, construction, interpretation, and validity of this CPS, irrespective of contract or other choice of law provisions and without the requirement to establish a commercial nexus in California, USA. This choice of law is made to ensure uniform procedures and interpretation for all *thawte* PKI 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 CPS § 2.4.1 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.

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

2.4.2 Severability, Survival, Merger, Notice

To the extent permitted by applicable law, *thawte's* Subscriber Agreements and Relying Party Agreements contain, and other Subscriber Agreements shall contain, severability, survival, merger, and notice clauses. A severability clause in an agreement prevents any determination of the invalidity or unenforceability of a clause in the agreement from impairing the remainder of the

agreement. A survival clause specifies the provisions of an agreement that continue in effect despite the termination or expiration of the agreement. A merger clause states that all understandings concerning the subject matter of an agreement are incorporated in the agreement. A notice clause in an agreement sets forth how the parties are to provide notices to each other.

2.4.3 Dispute Resolution Procedures

2.4.3.1 Disputes Among *thawte* and Customers

Disputes between *thawte* and one of its Customers shall be resolved pursuant to provisions in the applicable agreement between the parties.

2.4.3.2 Disputes with End-User Subscribers or Relying Parties

To the extent permitted by applicable law, *thawte*'s Subscriber Agreements and Relying Party Agreements contain, and other Subscriber Agreements shall contain, a dispute resolution clause. The clause states that dispute resolution procedures require an initial negotiation period of sixty (60) days followed by litigation in the federal or state court encompassing Santa Clara County, California, in the case of claimants who are U.S. residents, or, in the case of all other claimants, arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the ICC Rules of Conciliation and Arbitration.

2.5 Fees

2.5.1 Certificate Issuance or Renewal Fees

thawte is entitled to charge end-user Subscribers for the issuance, management, and renewal of Certificates.

2.5.2 Certificate Access Fees

thawte CA Certificates are made publicly available through their inclusion in leading browser software. *thawte* Subscriber Certificates are not published in a publicly accessible repository. *thawte* does not charge a fee as a condition of making Certificates available to Relying Parties.

2.5.3 Revocation or Status Information Access Fees

thawte does not charge a fee as a condition of making the CRL's required by CPS § 4.4.9 available in a repository or otherwise available to Relying Parties. *thawte* does not permit access to revocation information or Certificate status information in its repository by third parties that provide products or services that utilize such Certificate status information without *thawte*'s prior express written consent.

2.5.4 Fees for Other Services Such as Policy Information

thawte 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, is subject to a license agreement with *thawte*.

2.5.5 Refund Policy

2.5.5.1 Before a Certificate is Issued.

If you cancel a Certificate request before the Certificate has been issued, *thawte* will refund you any amount paid, less an administration fee of 10% if documents have been received and work has been performed on the Certificate Application. To request a refund, please e-mail refunds@thawte.com.

2.5.5.2 After Certificate Has Been Issued.

If you cancel a certificate after it has been issued and you believe that you have grounds to request a refund, you must request such a refund from the *thawte* account manager allocated to your Certificate Application. Grounds for such a refund would be:

- (i) Technical problems due to an error on our system, where the *thawte* Technical Support team has been unable to rectify the situation.
- (ii) If the reason for the cancellation or revocation is due to *thawte* breaching a warranty or other material obligation under this Agreement, or the *thawte* CPS, then you will be entitled to a full refund of the Certificate fees paid to *thawte*. Alternatively you may choose to receive a new Certificate at no charge. All refunds must be authorized by the *thawte* Customer Support Manager, or Technical Support Manager.

2.5.6 Reissue Policy

In order to adhere to our stringent policies and practices, reissues can only be issued under the following conditions. Please note that *thawte* cannot reissue a certificate if the application does not adhere to these conditions.

A Subscriber may make changes to the domain name included in a certificate within 30 days of issue. Thawte authenticates the new domain in terms of Section 3.1.8.1.

thawte may reissue a certificate under the following circumstances:

- the host name changes but domain name remains the same e.g. www.domain.com changes to secure.domain.com
- your software changes or the request was for the incorrect server software.
- you have lost or corrupted your private key
- you have forgotten your pass phrase or password for your Private key

The conditions that apply are:

- All company and domain details must remain the same except as indicated above.
- The new certificate will be signed from the date of reissue until the anniversary date of the initial certificate i.e. the original expiry date will remain the same.
- You may only get a reissue for the same product as the initial certificate that you requested.

2.6 Publication and Repository

2.6.1 Publication of CA Information

thawte is responsible for the repository function for the *thawte* CA's. *thawte* publishes this CPS, Subscriber Agreements, and Relying Party Agreements in the repository section of *thawte's* web site at <http://www.thawte.com/repository>.

thawte publishes Certificates in accordance with Table 6 below.

<i>Certificate Type</i>	<i>Publication Requirements</i>
Thawte Root CA Certificates	Available to Relying Parties through inclusion in current browser software. Provided to Subscribers as part of the Certificate Chain provided with the end-user Subscriber Certificate.
Thawte Issuing CA Certificates	Provided to Subscribers as part of the Certificate Chain provided with the end-user Subscriber Certificate.
End-User Subscriber Certificates	Not publicly published by <i>thawte</i> . Provided to Subscribers upon certificate issuance.

Table 6 – Certificate Publication Requirements

thawte publishes Certificate status information in accordance with CPS § 4.4.9.

2.6.2 Frequency of Publication

Updates to this CPS are published in accordance with CPS § 8. 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 CPS § 4.4.9.

2.6.3 Access Controls

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

2.6.4 Repositories

See CPS § 2.1.5.

2.7 Compliance Audit

A WebTrust for Certification Authorities (“WebTrust for CAs”) examination is performed of the *thawte* CAs on an annual basis. In addition, *thawte* is entitled to perform audits of its SPKI Customers and *thawte* Web of Trust Notaries.

2.7.1 Frequency of Entity Compliance Audit

Compliance audits are performed on an annual basis at the sole expense of *thawte*.

2.7.2 Identity / Qualifications of Auditor

thawte's CA compliance audits are performed by a public accounting firm that:

- Demonstrates proficiency in public key infrastructure technology, information security tools and techniques, security auditing, and the third-party attestation function, and
- Is accredited by the American Institute of Certified Public Accountants (AICPA), which requires the possession of certain skill sets, quality assurance measures such as peer review, competency testing, standards with respect to proper assignment of staff to engagements, and requirements for continuing professional education.

2.7.3 Auditor's Relationship to Audited Party

A public accounting firm that is independent of *thawte* performs compliance audits of *thawte*'s operations

2.7.4 Topics Covered by Audit

The scope of *thawte*'s annual WebTrust for Certification Authorities examination includes:

- CA business practices disclosure,
- CA environmental controls,
- CA key life cycle management, and
- Certificate life cycle management.

2.7.5 Actions Taken as a Result of Deficiency

With respect to compliance audits of *thawte*'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 *thawte* management with input from the auditor. If exceptions or deficiencies are identified, *thawte* management is responsible for developing and implementing a corrective action plan. If *thawte* determines that such exceptions or deficiencies pose an immediate threat to the security or integrity of the *thawte* PKI, 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, *thawte* management will evaluate the significance of such issues and determine the appropriate course of action.

2.7.6 Communications of Results

Results of the compliance audit of *thawte's* operations may be released at the discretion of *thawte* management.

2.8 Confidentiality and Privacy

2.8.1 Types of Information to be Kept Confidential and Private

The following records of Subscribers are, subject to CPS § 2.8.2, kept confidential and private (“Confidential/Private Information”):

- CA application records, whether approved or disapproved,
- Certificate Application records (subject to CPS § 2.8.2),
- Transactional records (both full records and the audit trail of transactions),
- Audit trail records created or retained by *thawte* or VeriSign
- *thawte* audit reports created by *thawte* or their respective auditors (whether internal or public), except for WebTrust for Certification Authorities audit reports which may be published at the discretion of *thawte*,
- Contingency planning and disaster recovery plans, and
- Security measures controlling the operations of *thawte* hardware and software and the administration of Certificate services and designated enrollment services.

2.8.2 Types of Information Not Considered Confidential or Private

thawte PKI Participants acknowledge that Certificates, Certificate revocation and other status information, *thawte's* repository, and information contained within them are not considered Confidential/Private Information. Information not expressly deemed Confidential/Private Information under CPS § 2.8.1 shall be considered neither confidential nor private. This section is subject to applicable privacy laws.

2.8.3 Disclosure of Certificate Revocation/Suspension Information

See CPS § 2.8.2.

2.8.4 Release to Law Enforcement Officials

thawte PKI Participants acknowledge that *thawte* shall be entitled to disclose Confidential/Private Information if, in good faith, *thawte* believes disclosure is necessary in response to subpoenas and search warrants. This section is subject to applicable privacy laws.

2.8.5 Release as Part of Civil Discovery

thawte PKI Participants acknowledge that *thawte* shall be entitled to disclose Confidential/Private Information if, in good faith, *thawte* believes 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.

2.8.6 Disclosure Upon Owner's Request

thawte's privacy policy contains provisions relating to the disclosure of Confidential/Private Information to the person who provided such information to *thawte*. This section is subject to applicable privacy laws.

2.8.7 Other Information Release Circumstances

No stipulation.

2.9 Intellectual Property Rights

The allocation of Intellectual Property Rights among *thawte* PKI Participants other than Subscribers and Relying Parties is governed by the applicable agreements among such *thawte* PKI Participants. The following subsections of CPS § 2.9 apply to the Intellectual Property Rights in relation to Subscribers and Relying Parties.

2.9.1 Property Rights in Certificates and Revocation Information

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

2.9.2 Property Rights in the CPS

thawte PKI Participants acknowledge that *thawte* retains all Intellectual Property Rights in and to this CPS.

2.9.3 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.

2.9.4 Property Rights in Keys and Key Material

Key pairs corresponding to Certificates of CA's 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, *thawte's* Root CA public keys and the root Certificates containing them are the property of *thawte*. *Thawte* licenses software and hardware manufacturers to reproduce such root Certificates to place copies in trustworthy hardware devices or software. Finally, without limiting the generality of the foregoing, Secret Shares of a CA's private key are the property of the CA, and the CA retains all Intellectual Property Right in and to such Secret Shares.

3. Identification and Authentication

3.1 Initial Registration

3.1.1 Types of Names

3.1.1.1 CA Certificates

thawte CA Certificates contain X.501 Distinguished Names in the Issuer and Subject fields.
thawte CA Distinguished Names consist of the components specified in Table 7 below.

<i>Attribute</i>	<i>Value</i>
Common Name (CN)	CA Name
Organizational Unit (OU)	“Certification Services Division” or “Thawte Certification” (except for Thawte Code Signing CA and Thawte Personal Freemail Issuing CA which omit this attribute)
Organization (O)	“Thawte Consulting cc” or “Thawte Consulting” or “Thawte” or “Thawte Consulting (Pty) Ltd.”
Locality (L)	“Cape Town” except for the Thawte Timestamping CA which includes “Durbanville”, and Thawte Code Signing CA and Thawte Personal Freemail Issuing CA which omit this attribute
State or Province (P)	“Western Cape”
Country (C)	“ZA” (except for Thawte Code Signing CA and Thawte Personal Freemail Issuing CA which omit this attribute)
E-Mail (E)	Used for Root CA’s only (excluding the Thawte Timestamping CA). Contains a contact e-mail address for the CA.

Table 7 – Distinguished Name Attributes in CA Certificates

3.1.1.2 Server Certificates

Server Certificates contain an X.501 distinguished name in the Subject name field and consist of the components specified in Table 8 below.

<i>Attribute</i>	<i>Value</i>
Common Name (CN)	Authenticated domain name
Organizational Unit (OU)	Optionally includes Subscriber-provided department or division name
Organization (O)	Authenticated organization name
Locality (L)	Set based on subscriber locality
State or Province (P)	Set based on subscriber state or province
Country (C)	Set based on subscriber country

<i>Attribute</i>	<i>Value</i>
E-Mail (E)	Not used

Table 8 – Distinguished Name Attributes in Server Certificates

3.1.1.3 Code Signing Certificates

Code Signing Certificates contain an X.501 distinguished name in the Subject name field and consist of the components specified in Table 9 below.

<i>Attribute</i>	<i>Value</i>
Common Name (CN)	Authenticated organization name
Organizational Unit (OU)	“Secure Application Development” or Subscriber-provided department or division name
Organization (O)	Authenticated organization name
Locality (L)	Set based on subscriber locality
State or Province (P)	Set based on subscriber state or province
Country (C)	Set based on subscriber country
E-Mail (E)	Not used

Table 9 – Distinguished Name Attributes in Code Signing Certificates

3.1.1.4 Personal E-mail Certificates

Personal E-mail Certificates contain an X.501 distinguished name in the Subject name field and consist of the components specified in Table 10 below.

<i>Attribute</i>	<i>Value</i>
Common Name (CN)	“Thawte Freemail Member”
E-Mail (E)	Authenticated e-mail address

Table 10 – Distinguished Name Attributes in Freemail Certificates

3.1.1.5 Freemail Web of Trust Certificates

Freemail Web of Trust Certificates contain an X.501 distinguished name in the Subject name field and consist of the components specified in Table 11 below.

<i>Attribute</i>	<i>Value</i>
Common Name (CN)	Authenticated Subscriber name
E-Mail (E)	Authenticated e-mail address

Table 11 – Distinguished Name Attributes in Freemail Web of Trust Certificates

The Common Name (CN) component of the Subject distinguished name of end-user Subscriber Certificates is authenticated in the case of CA, Server, Code Signing, and Freemail Web of Trust Certificates.

- The authenticated common name value included in the Subject distinguished names of organizational Certificates is a domain name (in the case of Server Certificates) or the legal name of the organization (in the case of Code Signing Certificates).
- The common name value included in the Subject distinguished name of individual Certificates represents the individual's generally accepted personal name (in the case of Freemail Web of Trust Certificates).
- For Freemail Certificates, the generic name "Thawte Freemail Member" is included as the common name value in the Subject distinguished name.

3.1.2 Need for Names to be Meaningful

Server and Code Signing Certificates contain names with commonly understood semantics permitting the determination of the identity of the organization or individual (in the case of a sole proprietorship) that is the Subject of the Certificate. For such Certificates, pseudonyms of end-user Subscribers (names other than a Subscriber's true organizational or personal name) are not permitted.

Freemail Web of Trust Certificates contain the Subscriber's generally accepted personal name. Personal E-mail Certificates contain the Common Name "*thawte* Freemail Member."

Thawte 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 Rules for Interpreting Various Name Forms

No stipulation.

3.1.4 Uniqueness of Names

For High Assurance Certificates, *thawte* ensures that Subject Distinguished Names are unique within the domain of a specific CA through automated components of the Subscriber enrollment process. For Low Assurance Certificates, Subscribers are permitted to have multiple certificates with the same Subject Distinguished Name.

3.1.5 Name Claim Dispute Resolution Procedure

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

3.1.6 Recognition, Authentication, and Role of Trademarks

See CPS § 3.1.5.

3.1.7 Method to Prove Possession of Private Key

thawte verifies the Certificate Applicant’s possession of a private key through the use of a digitally signed certificate request pursuant to PKCS #10, another cryptographically-equivalent demonstration, or another *thawte*-approved method.

3.1.8 Authentication of Organization Identity

thawte confirms the identity of High Assurance organizational end-user Subscribers (including sole proprietors) and other enrollment information provided Certificate Applicants (except for Nonverified Subscriber Information) in accordance with the procedures set forth in the subsections that follow. In addition to the procedures below, the Certificate Applicant must demonstrate that it rightfully holds the private key corresponding to the public key to be listed in the Certificate in accordance with CPS § 3.1.7.

3.1.8.1 Authentication of the Identity of Organizational End-User Subscribers

thawte confirms the identity of a Certificate Applicant for a High Assurance Server or Code Signing Certificate by:

- Verifying that the organization exists through the use of 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
- Confirming with an appropriate Organizational contact by telephone, postal mail, or a comparable procedure certain information about the organization, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Organization is authorized to do so

Additional procedures are performed for specific types of Certificates as described in Table 12 below.

<i>Certificate Type</i>	<i>Additional Procedures</i>
SSL Web Server Certificate	<i>thawte</i> verifies that the Certificate Applicant is the registered owner of the domain name of the server that is the Subject of the Certificate or is otherwise authorized to use the domain.
SGC SuperCert and Code Signing Certificates	<i>thawte</i> performs the additional checks necessary to satisfy United States export regulations and licenses issued by the United States Department of Commerce Bureau of Industry and Science (“BIS”) (formerly known as the Bureau of Export Administration (“BXA”)), OFAC and Denied Entities.

Table 12 – Specific Authentication Procedures

With respect to Starter PKI (SPKI) Customers, the identity confirmation process begins with *thawte's* confirmation of the identity of the Starter PKI Customer itself in accordance with this section. Following such confirmation, the Starter PKI Customer is responsible for approving the issuance of SSL Web Server and Code Signing Certificates within its own organization by ensuring that the server designated as the Subject of a SSL Web Server Certificate actually exists.

3.1.8.2 Authentication of the Identity of CA's

For *thawte* CA Certificate Applications, certificate requests are created, processed and approved by authorized *thawte* personnel using a controlled process that requires the participation of multiple trusted *thawte* employees.

3.1.9 Authentication of Individual Identity

thawte provides two types of Low Assurance individual Personal E-mail certificates:

- Personal E-mail Certificates, also known as Freemail Certificates, which include verification of the Subscriber's e-mail address
- Freemail Web of Trust Certificates, which also include verification of the Subscriber's name.

3.1.9.1 Personal E-mail Certificates

Personal E-mail Certificates are issued using the Thawte Personal Freemail Issuing CA root and therefore they are referred to as Thawte Freemail Certificates. For Personal E-mail Certificates, *thawte* confirms that the Certificate Applicant holds the private key corresponding to the public key to be included in the Certificate in accordance with CPS § 3.1.7. In addition, *thawte* performs a limited confirmation of the Certificate Applicant's e-mail address through an e-mail ping.

thawte does not authenticate the identity of the Certificate Applicant. As a result, the Certificate Applicant's personal name is not included in a *thawte* Personal E-mail Certificate. Instead, "Thawte Freemail Member" is included as the common name value in the Subject distinguished name field of the Certificate.

3.1.9.2 Freemail Web of Trust Certificates

In addition to the verification steps required by CPS §3.1.9.1, for Freemail Web of Trust Certificates, *thawte* utilizes its international network of "*thawte* Web of Trust Notaries" to authenticate the identity of Subscribers. *thawte* has established a point system whereby *thawte* Web of Trust Notaries are empowered to award a certain number of points to the Certificate Applicant based on the *thawte* Web of Trust Notary's experience level (Refer Table 13). The Certificate Applicant, in turn must receive a certain number of points, before his or her name can be included in a Freemail Web of Trust Certificate.

3.1.9.2.1 Points System

The *thawte* Web of Trust is based on a points system. When a *thawte* Web of Trust Notary makes an assertion about the identity of another, he or she effectively issues the individual with a specified number of points. A *thawte* Web of Trust Notary is able to issue between 10 and 35

points at a time, depending on experience. A *thawte* Web of Trust Notary can only issue points to a particular person once and cannot issue points to themselves.

When an E-mail member has obtained 50 Trust Points, he or she will be able to request a new certificate. This new certificate will contain the member’s name instead of stating “Freemail member” in the distinguished name field.

Once he or she has obtained 100 points, the member may automatically become a Thawte Web of Trust Notary and will have the ability to issue Trust Points. The number of points that a Thawte Web of Trust Notary is able to issue will increase as he or she issues more points to others. Thawte judges the “experience” of a Thawte Web of Trust Notary by the number of trust assertions he or she has made, as specified in Table 13 below:

<i>Experience Level</i>	<i>Awardable Points</i>
New Notary	10 Points
After 5 assertions	15 Points
After 10 assertions	20 Points
After 15 assertions	25 Points
After 25 assertions	30 Points
After 35 assertions	35 Points

Table 13 – Awardable Points by Experience Level

3.1.9.2.2 Web of Trust Rules

thawte Web of Trust Notaries and members of the Web of Trust are required to follow clear guidelines and rules to ensure a higher level of assurance for the information in the subject name field of Freemail Web of Trust certificates. These rules, specified in Table 14 below, are binding on all *thawte* Web of Trust Notaries and members.

<i>Requirement</i>	<i>Description</i>
Personal Appearance	A <i>thawte</i> Web of Trust Notary may only assign Trust Points to a member if he or she meets the member in person, and views the originals of the member's identification documents. The member must provide the Notary with copies of these identification documents.

Requirement	Description
Presentation of Identification Documents with Copies	A <i>thawte</i> Web of Trust Notary must confirm the identity of the member by comparing the member's information in the <i>thawte</i> Personal Certificate System with the identification documents presented by the member. The <i>thawte</i> Web of Trust Notary must also ensure that the copies of the identification documents presented by the member are true copies of the original documents presented by the member. The member's identification documents must include at least one photo identity document. This photo identity document must be issued by a state or governmental body, and must be nationally recognized as an acceptable form of identity. Photographs that are included in this documentation must bear a good likeness to the member.
Retention of Copies	Each <i>thawte</i> Web of Trust Notary must retain a copy of the identifying documentation used to confirm the member's identity for every assertion made by that Thawte Web of Trust Notary.
Statement of Notarization	The member and the <i>thawte</i> Web of Trust Notary must both sign a copy of the "Statement of Notarization" provided by <i>thawte</i> during the identity assertion process. The <i>thawte</i> Web of Trust Notary must keep this signed statement on record for 5 years.
Confidentiality	<i>thawte</i> Web of Trust Notaries may not disclose to any party other than <i>thawte</i> any information received from the member during the notarization process, and must take reasonable steps to keep documentation confidential.
Notary Fees	<i>thawte</i> Web of Trust Notaries may charge a fee for an identity assertion as long as the fee charged is reflected in the Directory of Notaries. The fee may not differ from that quoted in the Directory.
Liability	A <i>thawte</i> Web of Trust Notary may be held responsible and have his or her Freemail Web of Trust Certificate revoked if he or she is unable to provide <i>thawte</i> with copies of a member's identifying documentation upon request.
Notary Trust Points	<i>thawte</i> may, at its sole discretion, at any time, change the number of Trust Points that a <i>thawte</i> Web of Trust Notary can assign. In the absence of such action by <i>thawte</i> , a <i>thawte</i> Web of Trust Notary will be able to assign between 10 and 35 Trust Points based on the number of assertions that the <i>thawte</i> Web of Trust Notary has already made.

Table 14 – Web of Trust Rules

3.1.9.2.3 Remote Authentication

thawte has implemented a system that makes remote authentication possible for applicants who are not in the vicinity of *thawte* Web of Trust Notaries. For a nominal fee, *thawte* allows applicants to have their identities validated by two of the following people ("Referees"):

- Bank manager
- Registered lawyer
- Registered CPA (accountant).

Applicants are required to download a form from the *thawte* web site. Applicants must take two of these copies of the form to each referee, along with an original and a photocopy of two national forms of photo identity (passport and driver’s license, for instance). The referees must complete both copies of the form in the presence of the applicants and sign both photocopies of the identity documentation. The applicants will keep one copy of the form, and the referees are asked to keep the other copy for a maximum period of 31 days, or until such time as *thawte* has contacted them to verify that they did really sign the forms.

Each applicant must provide a copy of the form, along with the signed photocopy of his/her photo identity to *thawte*. *thawte* will then verify the authenticity of the forms before issuing 100 Trust Points to the applicant. *thawte* will keep these forms on record for at least five years.

3.2 Routine Rekey and Renewal

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. *thawte* 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) *thawte* permits Subscribers to request a new certificate for an existing key pair (technically defined as “renewal”). Table 15 below describes *thawte*’s requirements for routine rekey (issuance of a new certificate for a new key pair that replaces an existing key pair) and renewal (issuance of a new certificate for an existing key pair).

Generally speaking, both “Rekey” and “Renewal” are commonly described as “Certificate Renewal,” focusing on the fact that the old Certificate is being replaced with a new Certificate and not emphasizing whether or not a new key pair is generated. For all types of *thawte* Certificates, except for Server Certificates, this distinction is not important as a new key pair is always generated as part of *thawte*’s end-user Subscriber Certificate replacement process.

However, for Server Certificates, because the Subscriber key pair is generated on the web server and most web server key generation tools permit the creation of a new Certificate Request for an existing key pair, there is a distinction between “rekey” and “renewal.” In addition, new CA Certificates may be issued for existing *thawte* CA key pairs subject to the constraints specified in Table 15 below.

<i>Certificate Type</i>	<i>Routine Rekey and Renewal Requirements</i>
Personal E-mail, (named Freemail) Freemail Web of Trust and Code Signing Certificates	For these types of Certificates, Subscriber key pairs are browser generated as part of the online enrollment process. The Subscriber does not have the option to submit an existing key pair for “renewal.” Accordingly, for these types of Certificates, rekey is supported and Certificate renewal is not.
Server Certificates	For Server Certificates, Subscriber key pairs are generated outside of

<i>Certificate Type</i>	<i>Routine Rekey and Renewal Requirements</i>
	the online enrollment process (i.e., generated on a web server). Most server key generation tools, permit the Subscriber to create a new Certificate Signing Request (CSR) for a previously used key pair. However, submission of a CSR for a previously used key pair is not necessary. <i>thawte</i> will sign the previous CSR for the new validity period, where the server's key management functionality allows the installation of a new certificate for an existing key pair. Accordingly, for Server Certificates, both rekey and renewal are supported.
CA Certificates	Renewal of CA Certificates is permitted as long as the cumulative certified lifetime of the CA key pair does not exceed the applicable maximum CA key pair lifetime specified in CPS § 6.3.2. Thawte CAs may also be rekeyed in accordance with CPS § 4.7. Accordingly, for Thawte CA Certificates both rekey and certificate renewal are supported.

Table 15 – Routine Rekey and Renewal Requirements

3.2.1 Routine Rekey and Renewal for End-User Subscriber Certificates

Subscriber Certificates, which have not been revoked, may be replaced (i.e., rekeyed or renewed) before the expiration date. Currently 1-year certificates may be renewed starting 90-days before expiration and 2-year certificates may be renewed starting 32-days before expiration.

Expired certificates may also be renewed. The validity period for the renewed certificate will be calculated from the date the original certificate expired. As part of the initial registration process, Subscribers choose a password. Upon requesting rekey or renewal of a Certificate within the specified timeframe, if a Subscriber's software supports rekey and the Subscriber successfully submits their password, reenrollment information, and the enrollment information (including contact information) has not changed, *thawte* may rekey, or renew the certificate. After rekeying or renewal in this fashion, and on at least alternative instances of subsequent rekeying or renewal thereafter, Thawte shall reconfirm the identity of the Subscriber in accordance with the requirements specified in CPS §3.1.8.1 and §3.1.9 for the authentication of an original Certificate Application.

3.2.2 Routine Rekey and Renewal for CA Certificates

thawte CAs may be rekeyed periodically in accordance with CPS § 4.7.

thawte CA Certificates may be renewed within the parameters specified in CPS § 6.3.2. For example, if an initial Root CA certificate was issued with a lifetime of 10 years, renewed certificates may be issued to extend the validity period of the CA's key pair for an additional 15 years, reaching the maximum permitted validity period of 25 years. CA Certificate Renewal is not permitted after Certificate Expiration.

For Thawte Root CAs and Thawte Sub-CA Certificates, renewal requests are created and approved by authorized *thawte* personnel through a controlled process that requires the participation of multiple trusted individuals.

3.3 Rekey After Revocation

Rekey after revocation is not be permitted if:

- revocation occurred because the Certificate (other than a Personal E-mail Certificate) was issued to a person other than the one named as the Subject of the Certificate,
- the Certificate (other than a Personal E-mail Certificate) was issued without the authorization of the person named as the Subject of such Certificate, or
- the entity approving the Subscriber’s Certificate Application discovers or has reason to believe that a material fact in the Certificate Application is false.

Subject to the foregoing paragraph, Subscriber Certificates, which have been revoked, may be replaced (i.e., rekeyed) in accordance with Table 16 below.

<i>Timing</i>	<i>Requirement</i>
Prior to Certificate expiration	For replacement of a Certificate following revocation of the Certificate, <i>thawte</i> verifies that the person seeking certificate replacement is, in fact, the Subscriber (for individuals) or an authorized organizational representative (for organizations) through the use of a password, as described in CPS § 3.2.1. Other than this procedure, the requirements for the validation of an original Certificate Application in CPS §§ 3.1.8.1, 3.1.9 are used for replacing a Certificate following revocation. Such Certificates contain the same Subject distinguished name as the Subject distinguished name of the Certificate being replaced.
After Certificate expiration	In this scenario, the requirements specified in CPS §§ 3.1.8.1, § 3.1.9 for the authentication of an original Certificate Application shall be used for replacing an end-user Subscriber Certificate.

Table 16 – Requirements for Certificate Replacement After Revocation

3.4 Revocation Request

- Prior to the revocation of a Certificate, *thawte* verifies that the revocation has been requested by the Certificate’s Subscriber or the entity that approved the Certificate Application. The subscriber must contact *thawte* and request a Revocation Form. Upon receipt of the completed form (signed by either the Authorizing or Technical Contact), the certificate will be revoked.

thawte Administrators are entitled to request the revocation of end-user Subscriber Certificates. *thawte* authenticates the identity of Administrators before permitting them to perform revocation functions.

4. Operational Requirements

4.1 Certificate Application

4.1.1 End-User Subscriber Certificate Applications

For *thawte* Certificates, all end-user Certificate Applicants shall undergo an enrollment process consisting of:

- completing a Certificate Application and providing the required information,
- generating, or arranging to have generated, a key pair in accordance with CPS § 6.1,
- the Certificate Applicant delivering his, her, or its public key to *thawte* in accordance with CPS § 6.1.3,
- demonstrating to *thawte* pursuant to CPS § 3.1.7 that the Certificate Applicant has possession of the private key corresponding to the public key delivered to *thawte*, and
- manifesting assent to the relevant Subscriber Agreement.

Web Hosts may submit Certificate Applications on behalf of their customers pursuant to the Web Host Program (*See* CPS § 1.1).

Certificate Applications are submitted either to *thawte* or an SPKI Customer for processing, resulting in approval or denial. The entity processing the Certificate Application and the entity issuing the Certificate pursuant to CPS § 4.2 may be two different entities as shown in the Table 17 below.

<i>Certificate Type</i>	<i>Entity Processing Certificate Applications</i>	<i>Entity Issuing Certificate</i>
High Assurance – SSL Web Server Certificates and Code Signing	<ul style="list-style-type: none"> • <i>thawte</i> • SPKI Customers 	<i>thawte</i>
Low Assurance – Personal E-mail (Freemail)	<i>thawte</i>	<i>thawte</i>
Low Assurance – Freemail Web of Trust	<i>thawte</i> Web of Trust Notary	<i>thawte</i>

Table 17 – Entities Receiving Certificate Applications

4.1.2 CA Certificate Applications

The Thawte Root CAs issue certificates only to subordinate CAs, with the exception of the Thawte Server CA which issues end-user Subscriber certificates. Thawte CA certificate requests are created and approved by authorized *thawte* personnel through a controlled process that requires the participation of multiple trusted individuals.

4.2 Certificate Issuance

4.2.1 Issuance of End-User Subscriber Certificates

After a Certificate Applicant submits a Certificate Application, *thawte* (See CPS § 4.1.1) attempts to confirm the information in the Certificate Application (other than Non-Verified Subscriber Information) pursuant to CPS §§ 3.1.8.1, 3.1.9. Upon successful performance of all required authentication procedures pursuant to CPS § 3.1, *thawte* approves the Certificate Application and issues a Certificate based on the information in the Certificate Application. If authentication is unsuccessful, *thawte* denies the Certificate Application. The procedures of this section are also used for the issuance of Certificates in connection with the submission of a request to replace (i.e., renew or rekey) a Certificate.

4.2.2 Issuance of CA Certificates

See CPS §4.1.2.

4.3 Certificate Acceptance

Upon Certificate generation, *thawte* notifies Subscribers that their Certificates are available and notifies them of the means for obtaining such Certificates.

Upon issuance, Certificates are made available to end-user Subscribers, either by allowing them to download them from a web site (such as their Certificate Status Page) or via a message sent to the Subscriber containing the Certificate. For example, *thawte* may send the Subscriber a PIN, which the Subscriber enters into an enrollment web page to obtain the Certificate. The Certificate may also be sent to the Subscriber in an e-mail message. Downloading a Certificate or installing a Certificate from a message attaching it constitutes the Subscriber's acceptance of the Certificate.

4.4 Certificate Suspension and Revocation

4.4.1 Circumstances for Revocation

4.4.1.1 Circumstances for Revoking End-User Subscriber Certificates

An end-user Subscriber Certificate is revoked if:

- *thawte*, a Customer, or a Subscriber has reason to believe or strongly suspects that there has been a Compromise of a Subscriber's private key,
- *thawte* or a Customer has reason to believe that the Subscriber has materially breached a material obligation, representation, or warranty under the applicable Subscriber Agreement,
- The Subscriber Agreement with the Subscriber has been terminated,
- *thawte* or a Customer has reason to believe that the Certificate was issued in a manner not materially in accordance with the procedures required by the CPS,
- The Certificate (other than a Personal E-mail Certificate) was issued to a person other than the one named as the Subject of the Certificate,

- the Certificate (other than a Personal E-mail Certificate) was issued without the authorization of the person named as the Subject of such Certificate,
- *thawte* or a Customer has reason to believe that a material fact in the Certificate Application is false,
- *thawte* or a Customer determines that a material prerequisite to Certificate Issuance was neither satisfied nor waived,
- In the case of High Assurance organizational Certificates, the Subscriber's organization name changes,
- The information within the Certificate, other than Nonverified Subscriber Information, is incorrect or has changed, or
- The Subscriber requests revocation of the Certificate in accordance with CPS § 3.4.
- The continued use of that certificate is harmful to the Thawte trust infrastructure.

thawte Subscriber Agreements require end-user Subscribers to immediately notify *thawte* of a known or suspected compromise of its private key in accordance with the procedures in CPS § 4.4.3.1.

4.4.1.2 Circumstances for Revoking CA Certificates

thawte will revoke CA Certificates if:

- *thawte* discovers or has reason to believe that there has been a compromise of the CA private key,
- *thawte* discovers or has reason to believe that the Certificate was issued in a manner not materially in accordance with the procedures required by the CPS, the Certificate was issued to an entity other than the one named as the Subject of the Certificate, or the Certificate was issued without the authorization of the entity named as the Subject of such Certificate,
- *thawte* determines that a material prerequisite to Certificate issuance was neither satisfied nor waived, or
- Authorized *thawte* personnel request revocation of the Certificate.

4.4.2 Who Can Request Revocation

4.4.2.1 Who Can Request Revocation of an End-User Subscriber Certificate

The following entities may request revocation of an end-user Subscriber Certificate:

- *thawte* or the SPKI Customer that approved the Subscriber's Certificate Application may request the revocation of any end-user Subscriber Certificate in accordance with CPS § 4.4.1.1.
- Individual Subscribers may request revocation of their own individual Certificates.
- In the case of organizational Certificates, only a duly authorized representative of the organization is entitled to request the revocation of Certificates issued to the organization.

4.4.2.2 Who Can Request Revocation of a CA Certificate

Only *thawte* is entitled to request or initiate the revocation of the Certificates issued to its own CAs. *thawte* may initiate the revocation of any CA Certificate in accordance with CPS § 4.4.1.2.

4.4.3 Procedure for Revocation Request

4.4.3.1 Procedure for Requesting Revocation of an End-User Subscriber Certificate

An end-user Subscriber requesting revocation is required to communicate the request to *thawte*, who in turn will promptly initiate revocation of the Certificate. Communication of such revocation requests shall be in accordance with CPS § 3.4.

4.4.3.2 Procedure for Requesting Revocation of a CA Certificate

Thawte CA certificate revocation requests may be made and approved by authorized *thawte* personnel through a controlled process that requires the participation of multiple trusted individuals.

4.4.4 Revocation Request Grace Period

Revocation requests must be submitted as promptly as possible within a commercially reasonable period of time.

4.4.5 Circumstances for Suspension

thawte does not offer suspension services for CA or end-user Subscriber Certificates.

4.4.6 Who Can Request Suspension

Not applicable.

4.4.7 Procedure for Suspension Request

Not applicable.

4.4.8 Limits on Suspension Period

Not applicable.

4.4.9 CRL Issuance Frequency

thawte publishes CRLs showing the revocation of *thawte* Certificates in accordance with the schedule in 18 below:

<i>CA Type</i>	<i>CA Name</i>	<i>CRL Issuance Frequency</i>
Root CAs (Non-Issuing)	Thawte Personal Freemail CA Thawte Server Premium CA	At least quarterly and upon Sub-CA certificate revocation
Root CAs (Issuing CAs)	Thawte Server CA	At least daily
Inactive Root CAs	Thawte Personal Premium CA Thawte Personal Basic CA Thawte Timestamping CA	Requirements to be determined upon CA activation
Subordinate Issuing CAs	Thawte Personal Freemail Issuing CA Thawte Code Signing CA	At least daily

Table 18 – CRL Issuance Frequency

Expired Certificates are removed from the CRL after the Certificates' expiration.

4.4.10 Certificate Revocation List Checking Requirements

Not applicable

4.4.11 On-Line Revocation/Status Checking Availability

Not applicable

4.4.12 On-Line Revocation Checking Requirements

In order for on-line revocation checking to be possible, the certificate needs to be issued with the CDP extension.

4.4.13 Other Forms of Revocation Advertisements Available

No stipulation.

4.4.14 Checking Requirements for Other Forms of Revocation Advertisements

No stipulation.

4.4.15 Special Requirements Regarding Key Compromise

In addition to the procedures described in CPS § 4.4.9 – 4.4.10, *thawte* uses commercially reasonable efforts to notify potential Relying Parties if *thawte* discovers, or has reason to believe, that there has been a Compromise of the private key of a Thawte CA.

4.5 Security Audit Procedures

4.5.1 Types of Events Recorded

thawte 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 *thawte* personnel
 - 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.

Thawte 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 drivers license 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 submitting RA, if applicable.

4.5.2 Frequency of Processing Log

Audit logs are examined periodically for significant security and operational events. In addition, *thawte* reviews its audit logs for suspicious or unusual activity in response to alerts generated based on irregularities and incidents within Thawte CA and RA systems.

4.5.3 Retention Period for Audit Log

Audit logs are retained onsite at least two (2) months after processing and thereafter archived in accordance with CPS § 4.6.2.

4.5.4 Protection of Audit Log

Electronic and manual audit log files are protected from unauthorized viewing, modification, deletion, or other tampering through the use of physical and logical access controls.

4.5.5 Audit Log Backup Procedures

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

4.5.6 Audit Collection System

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

4.5.7 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.

4.5.8 Vulnerability Assessments

thawte performs vulnerability assessments of its CA and RA systems on a periodic basis. Policies, practices and system configurations are updated, as appropriate, based on the results of such assessments.

4.6 Records Archival

4.6.1 Types of Events Recorded

In addition to the audit logs specified in CPS § 4.5, *thawte* maintains records that include documentation of:

- *thawte's* compliance with the CPS and other obligations under its agreements with their Subscribers, and
- actions and information that are material to each Certificate Application and to the creation, issuance, use, revocation, expiration, and rekey or renewal of all Certificates issued by *thawte*.

thawte's records of Certificate life cycle events include:

- the identity of the Subscriber named in each Certificate (except for Freemail Certificates, for which only a record of the Subscriber's unambiguous name is maintained),
- the identity of persons requesting Certificate revocation (except for Freemail Certificates, for which only a record of the Subscriber's unambiguous name is maintained),
- other facts represented in the Certificate,
- time stamps, and
- certain foreseeable material facts related to issuing Certificates including, but not limited to, information relevant to successful completion of a Compliance Audit under CPS § 2.7.

Records may be maintained electronically or in hard copy, provided that such records are accurately and completely indexed, stored, preserved, and reproduced.

4.6.2 Retention Period for Archive

Records associated with Certificates are retained for at least 5 years following the date the Certificate expires or is revoked. If necessary, *thawte* may implement longer retention periods in order to comply with applicable laws.

4.6.3 Protection of Archive

thawte protects its archived records compiled under CPS § 4.6.1 so that only authorized Trusted Persons are permitted to access archived data. Electronically archived data is protected against unauthorized viewing, modification, deletion, or other tampering through the implementation of appropriate physical and logical access controls. The media holding the archive data and the applications required to process the archive data are maintained to ensure that the archived data can be accessed for the time period set forth in CPS § 4.6.2.

4.6.4 Archive Backup Procedures

thawte 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 compiled under CPS § 4.6.1 are maintained in an off-site facility in accordance with CPS § 4.8.

4.6.5 Requirements for Time-Stamping of Records

Certificates, CRLs, and other revocation database entries contain time and date information. It should be noted that such time information is not cryptographic-based.

4.6.6 Procedures to Obtain and Verify Archive Information

See CPS § 4.6.3.

4.7 Key Changeover

thawte CA key pairs are retired from service at the end of their respective maximum lifetimes as defined in CPS § 6.3.2. *thawte* 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 will be 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 in accordance with CPS § 6.1.

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). *thawte'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.

4.8 Disaster Recovery and Key Compromise

thawte has implemented a robust combination of physical, logical, and procedural controls to minimize the risk and potential impact of a key compromise or disaster. In addition, *thawte* has implemented disaster recovery procedures described in CPS § 4.8.2 and Key Compromise response procedures described in CPS § 4.8.3. *thawte's* compromise and disaster recovery procedures have been developed to minimize the potential impact of such an occurrence and restore *thawte's* operations within a commercially reasonable period of time.

4.8.1 Corruption of Computing Resources, Software, and/or Data

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

4.8.2 Disaster Recovery

thawte has implemented a disaster recovery site separate from *thawte's* principal secure facilities. *thawte* has developed and implemented 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.

Disaster recovery plans address the restoration of information systems, services and key business functions. *Thawte's* disaster recovery site has implemented the physical security protections and operational controls required by *thawte's* security policies 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 *thawte's* primary facilities, *thawte's* disaster recovery process is initiated by the VeriSign/ *thawte* Emergency Response Team.

thawte has the capability to restore or recover operations within twenty four (24) hours following a disaster with, at a minimum, support for the following functions: Certificate revocation, publication of certificate status information, and Certificate issuance. *thawte's* disaster recovery plan has been designed to provide full recovery within one week following disaster occurring at *thawte's* primary sites. Where possible, operations are resumed at *thawte's* primary sites as soon as possible following a major disaster.

thawte maintains redundant hardware and backups of its CA and RA 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. *thawte's* disaster recovery database is synchronized regularly with the production database. *thawte's* disaster recovery equipment is protected by physical security protections comparable to the physical security tiers specified in CPS § 5.1.1.

thawte maintains offsite backups of important CA information for *thawte* CAs. Such information includes, but is not limited to Certificate Application data, database records for all Certificates issued, and system configuration information.

4.8.3 Key Compromise

Upon the suspected or known Compromise of a *thawte* CA private key, *thawte* and VeriSign's Key Compromise Response procedures are enacted by the VeriSign/ *thawte* Compromise Incident Response Team. This team, which includes VeriSign and *thawte* Security, Cryptographic Business Operations, Production Services personnel, and other VeriSign and *thawte* management representatives, assesses the situation, develops an action plan, and implements the action plan with approval from VeriSign and *thawte* 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 Thawte repository in accordance with CPS § 4.4.9,
- Commercially reasonable efforts will be made to provide additional notice of the revocation to all affected *thawte* PKI Participants, and
- *thawte* 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.

4.9 CA Termination

In the event that it is necessary for a *thawte* CA to cease operation, *thawte* 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, *thawte* will develop a termination plan to minimize disruption to Customers, Subscribers, and Relying Parties. Such termination plans may address 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 preservation of the CA's archives and records for the time periods required in CPS § 4.6,
- The continuation of Subscriber and customer support services,
- The continuation of revocation services, such as the issuance of CRLs,
- The revocation of unexpired unrevoked Certificates of end-user Subscribers and subordinate CAs, if necessary,
- The payment of compensation (if necessary) to Subscribers whose unexpired unrevoked Certificates are revoked under the termination plan or provision, 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, and

- Provisions needed for the transition of the CA's services to a successor CA.

5. Physical, Procedural, and Personnel Security Controls

5.1 Physical Controls

5.1.1 Site Location and Construction

thawte's Certificate and CRL signing systems are housed in secure facilities in Mountain View, California, USA that are protected by multiple tiers of physical security, video monitoring, and two factor authentication including biometrics. Online Cryptographic Signing Units ("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 VeriSign and *thawte*'s segregation of duties requirements. The opening and closing of cabinets or containers in these tiers is logged for audit purposes. Progressively restrictive physical access privileges control access to each tier.

thawte's certificate management systems are housed in secure facilities in the United States that are protected by multiple tiers of physical security, video monitoring, and dual access.

thawte's RA operations are conducted within *thawte* facilities on in the United States and in South Africa that are protected by multiple tiers of physical security including proximity badge access.

thawte also maintains disaster recovery facilities in the United States for its CA operations. *thawte*'s disaster recovery facilities are protected by multiple tiers of physical security comparable to those of *thawte*'s primary facilities.

5.1.2 Physical Access

See CPS § 5.1.1.

5.1.3 Power and Air Conditioning

thawte'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

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

5.1.5 Fire Prevention and Protection

thawte has taken reasonable precautions to prevent and extinguish fires or other damaging exposure to flame or smoke. *thawte'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 *thawte* facilities or 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 *thawte's* normal waste disposal requirements.

5.1.8 Off-Site Backup

thawte 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 bonded third party storage facility and *thawte's* disaster recovery facility.

5.2 Procedural Controls

5.2.1 Trusted Roles

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

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

Trusted Persons include, but are not limited to:

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

thawte 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 of CPS § 5.3.

5.2.2 Number of Persons Required Per Task

thawte maintains a policy and rigorous control procedures to ensure segregation of duties based on job responsibilities. The most sensitive tasks, such as access to and management of CA cryptographic hardware (e.g., CSUs) and associated keying 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. Requirements for CA private key activation data and Secret Shares are specified in CPS § 6.2.7.

Other operations such as the validation and issuance of High Assurance Certificates require the participation of at least two Trusted Persons.

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 *thawte* HR or security functions and a check of well-recognized forms of identification (e.g., passports and driver’s licenses). Identity is further confirmed through the background checking procedures in CPS §§ 5.3.1, 5.3.2.

thawte 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 Thawte CA, RA, or other IT systems.

5.3 Personnel Controls

5.3.1 Background, Qualifications, Experience, and Clearance Requirements

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.

5.3.2 Background Check Procedures

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

- confirmation of previous employment,
- check of professional reference,
- confirmation of the highest or most relevant educational degree obtained,
- search of criminal records (local, state or provincial, and national),
- check of credit/financial records,
- search of driver's license records, and
- search of Social Security Administration/National Identification/Passport (or similar) 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, *thawte* will utilize a substitute investigative technique permitted by law that provides substantially similar information, including but not limited to obtaining a background check performed by the applicable governmental agency.

The factors revealed in a background check that may be considered grounds for rejecting candidates for Trusted Positions or for taking action against an existing Trusted Person generally include the following:

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

Reports containing such information are evaluated by HR 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 federal, state, and local laws.

5.3.3 Training Requirements

thawte provides its personnel with training upon hire and the requisite on-the-job training needed for personnel to perform their job responsibilities competently and satisfactorily. *thawte* periodically reviews and enhances its training programs as necessary.

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

- Basic PKI concepts,
- Job responsibilities,
- Thawte 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

thawte provides refresher training and updates to its personnel to the extent required to ensure that such personnel maintain the required level of proficiency to perform their job responsibilities competently and satisfactorily. Periodic security awareness training is provided on an ongoing basis.

5.3.5 Job Rotation Frequency and Sequence

No stipulation.

5.3.6 Sanctions for Unauthorized Actions

Appropriate disciplinary actions are taken for unauthorized actions or other violations of *thawte* 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 Contracting Personnel 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 a *thawte* employees in a comparable position.

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

5.3.8 Documentation Supplied to Personnel

thawte personnel involved in the operation of *thawte's* PKI services are required to read this CPS and the *thawte* Security Policy. *thawte* provides its employees the requisite training and other documentation needed to perform their job responsibilities competently and satisfactorily.

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 Thawte Root CAs and Issuing CAs, the cryptographic modules used for key generation meet the requirements of at least FIPS 140-1 level 2.

All CA key pairs are generated in pre-planned Key Generation Ceremonies. 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 *thawte* Management.

Generation of end-user Subscriber key pairs is performed by the Subscriber, except in the case of customers of Web Hosts who participate in the ISP program. In such cases, the Web Host may generate server key pairs on behalf of Subscribers as described in CPS §1.1.

For Code Signing, Freemail, and Freemail Web of Trust Certificates, the Subscriber uses a cryptographic module provided with their browser software for key generation. For server Certificates, the end-user Subscriber uses a separate key generation utility (e.g., the web server software's key generation utility or a code signing key generation utility).

6.1.2 Private Key Delivery to Entity

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

6.1.3 Public Key Delivery to Certificate Issuer

End-user Subscribers submit their public keys to *thawte* for certification electronically through the use of a PKCS#10 or PKCS#7 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 Users

thawte makes the CA Certificates for Root CAs available to Subscribers and Relying Parties through their inclusion in Microsoft, Netscape and other web browser software. As new Root CA Certificates are generated, *thawte* provides such new Certificates to the browser manufacturers for inclusion in new browser releases and updates. In addition, *thawte* generally provides the full certificate chain (including the issuing CA and any superior CAs in the chain) to the end-user Subscriber upon Certificate issuance.

6.1.5 Key Sizes

Thawte CA key pairs are at least 1024 bit RSA. *thawte* recommends that end-user Subscribers generate 1024 bit RSA key pairs, but currently permits the use of 512 bit RSA key pairs to support certain legacy applications and web servers.

6.1.6 Public Key Parameters Generation

Not applicable.

6.1.7 Parameter Quality Checking

Not applicable.

6.1.8 Hardware/Software Key Generation

thawte generates its CA pairs keys in appropriate hardware cryptographic modules in accordance with CPS § 6.2.1. End-user Subscriber key pairs may be generated in hardware or software.

6.1.9 Key Usage Purposes

thawte utilizes the Key Usage extension as specified in CPS § 7.1.2.

6.2 Private Key Protection

thawte has implemented a combination of physical, logical, and procedural controls to ensure the security of Thawte CA private keys. Logical and procedural controls are described in CPS §§ 6.5, 6.6. Physical access controls are described in CPS § 5.1. Subscribers are required by contract to take necessary precautions to prevent the loss, disclosure, modification, or unauthorized use of private keys.

6.2.1 Standards for Cryptographic Modules

For Thawte CA key pair generation and CA private key storage, *thawte* uses hardware cryptographic modules that meet the requirements of at least FIPS 140-1 level 2.

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

thawte has implemented technical and procedural mechanisms that require the participation of multiple trusted individuals to perform sensitive CA cryptographic operations. *thawte* 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.

Table 19 below shows the threshold number of shared required for the different types of Thawte CAs. It should be noted that the number of shares distributed for disaster recovery tokens is less

than the number distributed for operational tokens, while the threshold number of required shares remains the same. Secret Shares are protected in accordance with CPS § 6.4.2.

Entity	Required Secret Shares to Enable CA's Private Key to Sign End-User Subscriber Certificates	Required Secret Shares to Sign CA's Certificate	Disaster Recovery Shares	
			Shares Needed	Total Shares
<i>thawte</i> Root CAs (non-Issuing)	n/a	3	3	4
<i>thawte</i> Issuing Root CAs and Sub-CAs	3	3	3	4

Table 19 – Secret Share Distribution And Thresholds

6.2.3 Private Key Escrow

thawte does not escrow CA or end-user Subscriber private keys with any third party for purposes of access by law enforcement.

6.2.4 Private Key Backup

thawte 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 CPS § 6.2.1. CA private keys are copied to backup hardware cryptographic modules in accordance with CPS § 6.2.6. Modules containing onsite backup copies of CA private keys are subject to the requirements of CPS §§ 5.1, 6.2.1. Modules containing disaster recovery copies of CA private keys are subject to the requirements of CPS § 4.8.2.

thawte does not generate, store, backup or archive end-user Subscriber private keys.

6.2.5 Private Key Archival

When Thawte CA key pairs reach the end of their validity period, such CA key pairs will be archived for a period of at least 5 years. Archived CA key pairs will be securely stored using hardware cryptographic modules that meet the requirements of CPS § 6.2.1. Procedural controls prevent archived CA key pairs from being returned to production use. Upon the end of the archive period, archived CA private keys will be securely destroyed in accordance with CPS § 6.2.9.

Thawte does not archive copies of Subscriber private keys.

6.2.6 Private Key Entry into Cryptographic Module

thawte generates CA key pairs on the hardware cryptographic modules in which the keys will be used. In addition, *thawte* 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 Method of Activating Private Key

thawte PKI Participants are required to protect the activation data for their private keys against loss, theft, modification, unauthorized disclosure, or unauthorized use.

6.2.7.1 End-User Subscriber Private Keys

This section describes the *thawte* requirements for protecting activation data for end-user Subscribers' private keys. In addition, Subscribers have the option of using enhanced private key protection mechanisms available today including the use of smart cards, biometric access devices, and other hardware tokens to store private keys. The use of two factor authentication mechanisms (e.g., token and passphrase, biometric and token, or biometric and passphrase) is encouraged.

6.2.7.1.1 Low Assurance Certificates

The *thawte* requirements for Low Assurance 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, *thawte* recommends that Subscribers use a password in accordance with CPS § 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.

6.2.7.1.2 High Assurance Certificates

The *thawte* requirements for High Assurance private key protection is for Subscribers to:

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

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

6.2.7.2 CA Private Keys

Thawte CA private keys are activated by a threshold number of Shareholders supplying their activation data (tokens or passphrases) in accordance with CPS § 6.2. For *thawte's* offline CAs, the CA private key is activated for one session (e.g., for the certification of a Subordinate CA or an instance where a Root CA signs a CRL) after which it is deactivated and the module is returned to secure storage. For *thawte's* online CAs, the CA private key is activated for an indefinite period and the module remains online in the production data center until the CA is taken offline (e.g., for system maintenance). *thawte* Shareholders are required to safeguard their Secret Shares and sign an agreement acknowledging their Shareholder responsibilities.

6.2.8 Method of Deactivating Private Key

Thawte CA private keys are deactivated upon removal from the token reader.

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 CPS §§ 2.1.3, 6.4.1.

6.2.9 Method of Destroying Private Key

At the conclusion of a Thawte 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, *thawte* destroys CA private keys in a manner that reasonably ensures that there are no residual remains of the key that could lead to the reconstruction of the key. *thawte* 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.

6.3 Other Aspects of Key Pair Management

6.3.1 Public Key Archival

Thawte CA and end-user Subscriber Certificates are backed up and archived as part of *thawte's* routine backup procedures.

6.3.2 Usage Periods for the Public and Private Keys

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 private keys may continue to be used for decryption and public keys may continue to be used for signature verification. The maximum Operational Periods for *thawte* Certificates for Certificates issued on or after the effective date of this CPS are set forth in Table 20 below.

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

<i>Certificate Issued By:</i>	<i>Operational Period</i>
Root CAs	Up to 25 years
Root CA to Sub-CA	Up to 10 years
CA to end-user Subscriber	Up to 2 years

Table 20 – Certificate Operational Periods

thawte PKI Participants shall cease all use of their key pairs after their usage periods have expired.

6.4 Activation Data

6.4.1 Activation Data Generation and Installation

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

thawte strongly recommends that end-user Subscribers select strong passwords to protect their private keys. *thawte* also recommends the use of two factor authentication mechanisms (e.g., token and pass phrase, biometric and token, or biometric and pass phrase) for private key activation.

6.4.2 Activation Data Protection

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

thawte 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 pass phrase. The use of two factor authentication mechanisms (e.g., token and pass phrase, biometric and token, or biometric and pass phrase) is encouraged.

6.4.3 Other Aspects of Activation Data

See CPS §§ 6.4.1, 6.4.2.

6.5 Computer Security Controls

thawte performs all CA and RA functions using Trustworthy Systems that meet the requirements of *thawte's* security policy.

6.5.1 Specific Computer Security Technical Requirements

thawte ensures that the systems maintaining CA software and data files are Trustworthy Systems secure from unauthorized access. In addition, *thawte* limits access to production servers to those individuals with a valid business reason for such access. *thawte's* production networks are logically separated from other components. This separation prevents network access except through defined application processes.

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 *thawte* and VeriSign in accordance with *thawte* and VeriSign systems development and change management standards.

6.6.2 Security Management Controls

thawte has mechanisms and/or policies in place to control and monitor the configuration of its CA systems.

6.6.3 Life Cycle Security Ratings

No stipulation.

6.7 Network Security Controls

thawte performs all its CA and RA functions using networks secured in accordance with *thawte's* security policy to prevent unauthorized access and other malicious activity. *thawte* protects its communications of sensitive information through the use of encryption and digital signatures.

6.8 Cryptographic Module Engineering Controls

Cryptographic modules used by *thawte* meet the requirements specified in CPS § 6.2.1.

7. Certificate and CRL Profile

7.1 Certificate Profile

7.1.1 Version

thawte issues X.509 version 3 certificates which contain the standard fields specified in Table 21 below:

<i>Field</i>	<i>Value or Value constraint</i>
Version	Version 3
Serial Number	Unique value per Issuer DN
Signature Algorithm	md5RSA

<i>Field</i>	<i>Value or Value constraint</i>	
Issuer Distinguished Name	Common Name (CN) =	CA Name
	Organizational Unit (OU) =	“Certification Services Division” or “Thawte Certification”
	Organization (O) =	“Thawte Consulting cc” or “Thawte Consulting” or “Thawte”
	Locality (L) =	“Cape Town” except for the Thawte Timestamping CA which includes “Durbanville”
	State or Province (P) =	“Western Cape”
	Country (C) =	“ZA”
	E-Mail (E) =	Used for Root CAs only (excluding the Thawte Timestamping CA). Contains a contact e-mail address for the CA.
Valid From	Universal Coordinate Time base. Synchronized to Master Clock of U.S. Naval Observatory. Encoded in accordance with RFC 2459.	
Valid To	Universal Coordinate Time base. Synchronized to Master Clock of U.S. Naval Observatory. Encoded in accordance with RFC 2459. The validity period will be set in accordance with the constraints specified in CPS § 6.3.2.	
Subject Distinguished Name	Populated in accordance with CPS §3.1.1.	
Subject Public Key	Encoded in accordance with RFC 2459 using the RSA algorithm and key lengths of at least 512 bits in accordance with CPS § 6.1.5 (except for SGC SuperCerts which require a key length of at least 1024 bits).	
Signature	Generated and encoded in accordance with RFC 2459.	

Table 21 – Certificate Profile Basic Fields

7.1.2 Certificate Extensions

thawte populates Certificates with the extensions specified in CPS §§ 7.1.2.1-7.1.2.8. Other extensions may be supported in the future.

7.1.2.1 Root CA Certificates

Thawte Root CA certificates include the extensions specified in Table 22 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Basic Constraints	Subject Type=CA Path Length Constraint=None	Critical

Table 22 – Root CA Certificate Extensions

7.1.2.2 Subordinate CA Certificates

thawte Subordinate CA certificates include the extensions specified in Table 23 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Key Usage	Certificate Signing Off-line CRL Signing CRL Signing(06)	Non-Critical
Basic Constraints	Subject Type=CA Path Length Constraint=0	Critical
Subject Alternative Name	Contains a reference to the CA key	Non-Critical

Table 23 – Subordinate CA Certificate Extensions

7.1.2.3 SSL Web Server Certificates

thawte SSL Web Server certificates include the extensions specified in Table 24 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Basic Constraints	Subject Type=End Entity Path Length Constraint=None	Critical
Enhanced Key Usage	Server Authentication (1.3.6.1.5.5.7.3.1) Client Authentication (1.3.6.1.5.5.7.3.2)	Non-Critical
CRL Distribution Points	http://crl.thawte.com/ThawteServerCA.crl	Non-Critical

Table 24 –*thawte* SSL Web Server Certificate Extensions

7.1.2.4 SGC SuperCerts

thawte SGC SuperCerts include the extensions specified in Table 25 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Basic Constraints	Subject Type=End Entity Path Length Constraint=None	Critical
Enhanced Key Usage	Server Authentication (1.3.6.1.5.5.7.3.1) Client Authentication (1.3.6.1.5.5.7.3.2) Netscape SGC: Unknown Key Usage (2.16.840.1.113730.4.1) In addition, Certificates issued to Microsoft IIS web servers include: Microsoft Fast SGC (1.3.6.1.4.1.311.10.3.3)	Non-Critical
CRL Distribution Points	http://crl.thawte.com/ThawteServerCA.crl	Non-Critical

Table 25 –thawte SGC SuperCert Certificate Extensions

7.1.2.5 Code Signing Certificates

thawte Code Signing certificates include the extensions specified in Table 26 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Basic Constraints	Subject Type=End Entity Path Length Constraint=None	Critical
Enhanced Key Usage	Code Signing(1.3.6.1.5.5.7.3.3) In addition, Certificates issued for Microsoft code signing include: Microsoft Code Signing (1.3.6.1.4.1.311.2.1.22)	Non-Critical
NetscapeCertType	Signature(10)	Non-Critical
Key Usage Restriction	Cert PolicyId=1.3.6.1.4.1.311.2.1.22 Restricted Key Usage=Digital Signature(80)	Non-Critical
Subject Alternative Name	DNS Name=domain name of Subscriber’s web site	Non-Critical
CRL Distribution Points	http://crl.thawte.com/ThawteCodeSigningCA.crl	Non-Critical

Table 26 –thawte Code Signing Certificate Extensions

7.1.2.6 Personal E-mail and Freemail Web of Trust Certificates

For *thawte* Personal E-mail (Freemail) and Freemail Web of Trust Certificates, Subscribers have the choice of accepting *thawte’s* default extensions or configuring their certificate extensions. All *thawte* Personal E-mail and Freemail Web of Trust Certificates include the extensions specified in Table 27 below:

<i>Extension</i>	<i>Value or Value Constraint</i>	<i>Criticality</i>
Basic Constraints	Subject Type=End Entity Path Length Constraint=None	Critical
Subject Alternative Name	RFC822 Name=Subscriber’s e-mail address	Non-Critical

Table 27 – Standard Freemail and Freemail Web of Trust Certificate Extensions

In addition, the Subscriber may choose to include the extensions specified in Table 28 below:

<i>Extension</i>	<i>Optional Values</i>	<i>Criticality</i>
Key Usage	Digital Signature Non-Repudiation Key Encipherment Data Encipherment Key Agreement Encipher Only Decipher Only	Critical
Netscape Cert Type	SSL Client Authentication SMIME	Non-Critical

Table 28 – Optional Freemail and Freemail Web of Trust Certificate Extensions

7.1.3 Algorithm Object Identifiers

thawte Certificates are signed with md5RSA (OID: 1.2.840.113549.1.1.4) in accordance with RFC 2459.

7.1.4 Name Forms

thawte Certificates are populated with an Issuer and Subject Distinguished Name in accordance with CPS § 3.1.1.

7.1.5 Name Constraints

No stipulation.

7.1.6 Certificate Policy Object Identifier

No stipulation.

7.1.7 Usage of Policy Constraints Extension

No stipulation.

7.1.8 Policy Qualifiers Syntax and Semantics

No stipulation.

7.1.9 Processing Semantics for the Critical Certificate Policy Extension

No stipulation.

7.2 CRL Profile

thawte issues CRLs that conform to RFC 2459. At a minimum, *thawte* CRLs contain the basic fields and contents specified in Table 29 below:

Field	Value or Value constraint
Version	See CPS §7.2.1.
Signature Algorithm	Algorithm used to sign the CRL. Thawte CRLs are signed using md5RSA (OID: 1.2.840.113549.1.1.4) in accordance with RFC 2459.
Issuer	Entity who has signed and issued the CRL. The CRL Issuer Name is in accordance with the Issuer Distinguished Name requirements specified in CPS § 3.1.1.
Effective Date	Issue date of the CRL. Thawte CRLs are effective upon issuance.
Next Update	Date by which the next CRL will be issued. The Next Update date for Thawte CRLs is set as follows: 3 months from the Effective Date for Thawte Non-Issuing Root CAs and 10 days from the Effective Date for other Thawte CAs. CRL issuance frequency is in accordance with the requirements of CPS § 4.4.9.
Revoked Certificates	Listing of revoked certificates, including the Serial Number of the revoked Certificate and the Revocation Date.

Table 29 – CRL Profile Basic Fields

7.2.1 Version Number(s)

thawte currently issues X.509 Version 1 CRLs.

7.2.2 CRL and CRL Entry Extensions

No stipulation.

8. Specification Administration

8.1 Specification Change Procedures

Amendments to this CPS shall be made by the VeriSign/*thawte* Practices Development group. Amendments shall either be in the form of a document containing an amended form of the CPS or an update. Amended versions or updates shall be linked to the Practices Updates and Notices section of the *thawte* Repository located at: <https://www.thawte.com/repository> Updates supersede any designated or conflicting provisions of the referenced version of the CPS.

8.1.1 Items that Can Change Without Notification

thawte 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. *thawte*'s decision to designate amendments as material or non-material shall be within *thawte*'s sole discretion.

8.1.2 Items that Can Change with Notification

thawte shall make material amendments to the CPS in accordance with CPS §§ 8.1.2.1-8.1.2.4.

8.1.2.1 List of Items

Material amendments are those changes that *thawte*, under CPS § 8.1.1, considers to be material.

8.1.2.2 Notification Mechanism

The VeriSign/*thawte* Practices Development group will post proposed amendments to the CPS in the Practices Updates and Notices section of the *thawte* Repository, which is located at: <https://www.thawte.com/repository>. *thawte* solicits proposed amendments to the CPS from other *thawte* PKI Participants. If *thawte* considers such an amendment desirable and proposes to implement the amendment, *thawte* shall provide notice of such amendment in accordance with this section.

Notwithstanding anything in the CPS to the contrary, if *thawte* believes that material amendments to the CPS are necessary immediately to stop or prevent a breach of the security of any portion of the *thawte* PKI, *thawte* shall be entitled to make such amendments by publication in the *thawte* Repository. Such amendments will be effective immediately upon publication.

8.1.2.3 Comment Period

Except as noted under CPS § 8.1.2.2, the comment period for any material amendments to the CPS shall be fifteen (15) days, starting on the date on which the amendments are posted on the *thawte* Repository. Any *thawte* PKI Participant shall be entitled to file comments with the VeriSign/*thawte* Practices Development group up until the end of the comment period.

8.1.2.4 Mechanism to Handle Comments

The VeriSign/*thawte* Practices Development group will consider any comments on the proposed amendments. *thawte* will either (a) allow the proposed amendments to become effective without amendment, (b) amend the proposed amendments and republish them as a new amendment under CPS § 8.1.2.2, or (c) withdraw the proposed amendments. *thawte* is entitled to withdraw proposed amendments by providing notice in the Practices Updates and Notices section of the *thawte* Repository. Unless proposed amendments are amended or withdrawn, they shall become effective upon the expiration of the comment period under CPS § 8.1.2.3.

8.2 Publication and Notification Procedures

This CPS is published in electronic form within the *thawte* Repository at <https://www.thawte.com/cps>. The CPS is available in the *thawte* Repository in Adobe Acrobat format. *thawte* also makes the CPS available upon request sent to CPS-requests@thawte.com. The CPS is available in paper form from the VeriSign/*thawte* Practices Development group upon requests sent to: VeriSign, Inc., 487 East Middlefield Road, Mountain View, CA 94043 USA, Attn: Practices Development – Thawte CPS.

8.3 CPS Approval Procedures

See CPS § 8.1.

9. Acronyms and Definitions

9.1 Table of Acronyms

Acronym	Term
ANSI	The American National Standards Institute.
BIS	The United States Bureau of Industry and Science of the United States Department of Commerce.
BXA	The United States Bureau of Export Administration of the United States Department of Commerce.
CA	Certification Authority.
CPS	Certification Practice Statement.
CRL	Certificate Revocation List.
FIPS	United States Federal Information Processing Standards.
ICC	International Chamber of Commerce.
OFAC	Office of Foreign Assets Control
PIN	Personal identification number.
PKCS	Public-Key Cryptography Standard.
PKI	Public Key Infrastructure.
RA	Registration Authority.
RFC	Request for comment.
S/MIME	Secure multipurpose Internet mail extensions.
SSL	Secure Sockets Layer.

9.2 Definitions

Term	Definition
Administrator	A Trusted Person that performs validation and other CA or RA functions at <i>thawte</i> .
Certificate	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.
Certificate Applicant	An individual or organization that requests the issuance of a Certificate by a CA.
Certificate Application	A request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.
Certificate Chain	An ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.

Term	Definition
<i>Certificate Revocation List (CRL)</i>	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 scheduled CRL issue, the revoked Certificates' serial numbers, and the specific times and reasons for revocation.
<i>Certificate Signing Request</i>	A message conveying a request to have a Certificate issued.
<i>Certification Authority (CA)</i>	An entity authorized to issue, manage, revoke, and renew Certificates in the <i>thawte</i> PKI.
<i>Certification Practice Statement (CPS)</i>	A statement of the practices that <i>thawte</i> or a customer employs in approving or rejecting Certificate Applications and issuing, managing, and revoking Certificates. In the context of this CPS, "CPS" refers to this document.
<i>Compliance Audit</i>	A periodic audit that the <i>thawte</i> PKI or its Customer undergoes to determine its conformance with <i>thawte</i> requirements that apply to it.
<i>Compromise</i>	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.
<i>Confidential/Private Information</i>	Information required to be kept confidential and private pursuant to CPS § 2.8.1.
<i>Customer</i>	An individual or organization that has purchased a product or service from <i>thawte</i> and/or its representatives.
<i>Freemail</i>	A low assurance type of Certificate for S/MIME and client authentication that does not include the Subscriber's name.
<i>Freemail Web of Trust</i>	A low assurance type of Certificate for S/MIME and client authentication that includes the Subscriber's authenticated name.
<i>High Assurance</i>	Certificates issued to organizations and sole proprietors to provide authentication; message, software, and content integrity; and confidentiality encryption.
<i>Intellectual Property Rights</i>	Rights under one or more of the following: any copyright, patent, trade secret, trademark, and any other intellectual property rights.
<i>ISP Program</i>	A program that allows Web Hosts to enroll for SSL Web Server Certificates and SGC SuperCerts on behalf of end-user Subscribers who are customers of the Web Hosts.
<i>Key Generation Ceremony</i>	A procedure whereby a CA'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.

Term	Definition
Low Assurance	Individual Certificates, whose validation procedures are based on assurances that a certain e-mail address is associated with a public key (for Personal E-mail Certificates/Freemail) and authentication of the Subscriber's name (for Freemail Web of Trust Certificates).
Non-repudiation	An attribute of a communication that provides protection against a party to a communication falsely denying its origin, denying that it was submitted, or denying its delivery. Denial of origin includes the denial that a communication originated from the same source as a sequence of one or more prior messages, even if the identity associated with the sender is unknown. Note: only adjudication by a court, arbitration panel, or other tribunal can ultimately prevent repudiation. For example, a digital signature verified with reference to a <i>thawte</i> Certificate may provide proof in support of a determination of Non-repudiation by a tribunal, but does not by itself constitute Non-repudiation.
Nonverified Subscriber Information	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.
Operational Period	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.
PKCS #7	Public-Key Cryptography Standard #7, developed by RSA Security Inc., which defines a structure for a Certificate Signing Request.
PKCS #10	Public-Key Cryptography Standard #10, developed by RSA Security Inc., which defines a structure for a Certificate Signing Request.
PKCS #12	Public-Key Cryptography Standard #12, developed by RSA Security Inc., which defines a secure means for the transfer of private keys.
Public Key Infrastructure (PKI)	The architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a Certificate-based public key cryptographic system. The <i>thawte</i> PKI consists of systems that collaborate to provide and implement the Thawte PKI.
Referee	An individual who is permitted by the Thawte PKI to validate the identity of a Web of Trust subscriber in the event that a <i>thawte</i> Web of Trust Notary is not available. The referee must be a bank manager, registered lawyer, or registered CPA (accountant).
Registration Authority (RA)	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.
Relying Party	An individual or organization that acts in reliance on a certificate and/or a digital signature.

Term	Definition
<i>Relying Party Agreement</i>	An agreement used by a CA setting forth the terms and conditions under which an individual or organization acts as a Relying Party.
<i>Reseller</i>	An entity marketing services on behalf of <i>thawte</i> to specific markets (e.g., the country representatives).
<i>RSA</i>	A public key cryptographic system invented by Rivest, Shamir, and Adelman.
<i>Secret Share</i>	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.
<i>Secret Sharing</i>	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 CPS § 6.2.2.
<i>Secure Sockets Layer (SSL)</i>	The industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for a Transmission Control Protocol/Internet Protocol connection.
<i>SSL Web Server Certificates</i>	An organizational Certificate used to support SSL sessions between web browsers and servers.
<i>Subject</i>	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.
<i>Subscriber</i>	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.
<i>Subscriber Agreement</i>	An agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization acts as a Subscriber.
<i>SGC SuperCert</i>	A High Assurance Certificate used to support SSL sessions between web browsers and web servers that are encrypted using strong cryptographic protection consistent with applicable export laws.
<i>Superior Entity</i>	An entity above a certain entity within the <i>thawte</i> PKI.
<i>thawte PKI Participants</i>	An individual or organization that is one or more of the following within the <i>thawte</i> PKI: <i>thawte</i> , a Customer, a Reseller, a Subscriber, or a Relying Party.
<i>thawte Repository</i>	<i>thawte’s</i> database of relevant <i>thawte</i> PKI information accessible on-line.
<i>thawte Security Policy</i>	The highest-level document describing <i>thawte’s</i> security policies.

Term	Definition
<i>thawte Web of Trust Notary</i>	An individual who perform the RA function for low assurance “Freemail Web of Trust” certificates which contain the subscriber’s authenticated name.
<i>Trusted Person</i>	An employee, contractor, or consultant of an entity within the <i>thawte</i> PKI responsible for managing infrastructural trustworthiness of the entity, its products, its services, its facilities, and/or its practices as further defined in CPS § 5.2.1.
<i>Trusted Position</i>	The positions within a <i>thawte</i> PKI entity that must be held by a Trusted Person.
<i>Trustworthy System</i>	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.
<i>Web Host</i>	An entity hosting the web site of another, such as an Internet service provider, a systems integrator, a Reseller, a technical consultant, and application service provider, or similar entity.
<i>Web of Trust</i>	A low assurance individual “Freemail” certificate program for S/MIME and client authentication that allows the Subscriber’s name to be included in the certificate after the requisite Thawte Web of Trust Notarization process has been completed.