

Subscriber Agreement Signature and Timestamping Service

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NB: Insofar as the SUBSCRIBER acquires the signature and/or timestamping service through its organisation directly or through a Specialist Retailer, its organisation shall be obliged as a SUBSCRIBER to inform the SUBSCRIBER of this SUBSCRIBER AGREEMENT and to require compliance with the terms hereof.

This document is subject to the SwissSign audit as an accredited certification authority and may not be altered, invalidated or amended by any side agreements.

Approval and versions

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1. Scope

In applying for a signature service and/or timestamping service by signing under the Swiss or Liechtenstein Platinum CA, the Subscriber to a signature service and/or timestamping service (hereafter SUBSCRIBER) consents to the Subscriber Agreement Signature and Timestamping Service (hereafter SUBSCRIBER AGREEMENT).

The SUBSCRIBER AGREEMENT shall govern the contractual relationship between the SUBSCRIBER and SwissSign AG, Sägereistrasse 25, 8152 Glattbrugg, Switzerland (hereafter SWISSSIGN) concerning the use of time stamps of SWISSSIGN and the use of signatures on certificates managed by SWISSSIGN on a fiduciary basis or on certificates made out to SWISSSIGN in order to use signatures for third parties (hereafter "SERVICES").

A SUBSCRIBER also means the recipient of a time stamp and/or a signature. It may be an organisation or an individual end user. The SUBSCRIBER must ensure that the service is used in accordance with the Contract.

Signatures and time stamps shall be issued in accordance with the provisions of the SwissSign Platinum CP/CPS. The CP/CPS may be obtained in their most up-to-date form at <https://repository.swissign.com>.

This SUBSCRIBER AGREEMENT shall be applicable to all SUBSCRIBERS independently of any group relationship between them and the CA. It shall apply as the 'Subscriber Agreement' and the 'Terms of Use Agreement' in accordance with the CA/Browser Forum Baseline Requirements, the ETSI standards and the corresponding programs of the operator of public "Trusted Root Certificate Stores".

Compliance with the commercial contractual terms and conditions, which are a basis for usage by the SUBSCRIBER, is a prerequisite for the usage of the SERVICE. The commercial contractual terms and conditions are not an integral part of this SUBSCRIBER AGREEMENT. They may also be agreed to between third parties (e.g. Specialist Retailer, employer of the SUBSCRIBER etc.).

The SUBSCRIBER acknowledges that no legal claims against SWISSSIGN may arise either under this SUBSCRIBER AGREEMENT or from the usage of the SERVICE, unless SWISSSIGN contravenes any liability terms and conditions pursuant to section 16 "Liability".

2. Compliance with regulatory requirements

Insofar as the issuance and management of certificates is subject to statutory requirements (e.g. in Switzerland the ZertES and OEIDI; in Liechtenstein the Signatures Act eIDAS), SWISSSIGN warrants compliance with the relevant requirements and implementing provisions. SWISSSIGN shall in this regard be subject to oversight by the competent bodies (Switzerland: certification authority KPMG; Liechtenstein: Office for Communication) whilst audits and inspections shall be carried out in accordance with the relevant standards applicable to the certificates in question (e.g. ETSI, CA Browser Forum) and statutory requirements.

3. Contractual Components

The applicable CP/CPS of the signing, trusted root certificate shall be an integral part of this Subscriber Agreement Certificate Services and shall take precedence in the event of any discrepancies.

The applicable CP/CPS may be obtained in their most up-to-date form at <https://repository.swissign.com>

4. Use of the SWISSSIGN time stamp

SWISSSIGN is an accredited provider of time stamps under the ZertES.

SWISSSIGN provides the time stamp service in accordance with Swiss law (ZertES) or according to the requirements set forth in the eIDAS with the RFC3161 standard interface, which may be used by a large number of applications, such as e.g. Adobe Acrobat and PDF Tools products in order to mark codes or documents with a time stamp. For this purpose the application must be accompanied by a URL address, which will be <http://tsa.swissign.net> or <https://tsa.swissign.net> for qualified time stamps according to the ZertES. The URL ad-

dresses <http://tsa-eu.swisssign.net> or <https://tsa-eu.swisssign.net> shall be used for qualified time stamps according to the requirements set forth in the eIDAS. SWISSSIGN may in addition operate further time stamps, which may be based on different keys.

Up to 10 time stamps per day may be offered to the SUBSCRIBER through the interface free of charge. Only SUBSCRIBERS that are themselves customers of SWISSSIGN may obtain free time stamps. Proof of this must be furnished upon request.

The maximum performance guaranteed is limited to a maximum of 5 time stamps per second, or alternatively 25 time stamps per second, and shall otherwise be determined in accordance with the Service Level Agreement concluded for the specific project. In addition, when handling the time stamps, certificates and key material, SWISSSIGN shall abide by the principles described in the CP/CPS for SWISSSIGN Platinum CA as listed in 3.

The SUBSCRIBER acknowledges that the maximum time difference compared to UTC time may amount to one second.

In the event that a time stamp certificate is compromised, the time stamp shall be suspended until the certificate is renewed. Should this occur, the SUBSCRIBER should expect downtime in excess of the guaranteed Service Level Agreement.

Identification shall occur through the IP addresses indicated by the SUBSCRIBER, i.e. all requests from these IP addresses that are submitted to this time stamp service shall be allocated to this SUBSCRIBER.

SWISSSIGN undertakes to use the data contained in the request to the timestamping service solely for the timestamping purposes described herein. SWISSSIGN shall not save any content data other than access data and shall not evaluate any document data.

SWISSSIGN shall log each time stamp and reference on the corresponding request (IP address) of the SUBSCRIBER. These logs shall also be made available to the SUBSCRIBER upon request

for billing purposes. Log files shall be retained for a minimum of 12 months.

5. Usage of the signature service

A SwissSign signature certificate (standard) or a signature certificate created for the CUSTOMER (option) may be used for the signature service. The certificate type shall be determined in the order. Time stamps may also be acquired without using the signature service. In such an eventuality this section shall be disregarded.

In the event that a signature certificate is made out to the SUBSCRIBER, SwissSign shall generate a request for a signature certificate. The SUBSCRIBER shall sign this request according to law in order that, after examining all of the data contained in the request, SWISSSIGN is able to create the key material required for this purpose along with the necessary certificates. SWISSSIGN shall manage the key material and the certificate on a fiduciary basis during the term of the Contract. When handling the certificates and key material, SwissSign shall abide by the principles described in the SwissSign Platinum CP/CPS. In addition, the "Sole Control Assurance Level 1" procedure under ETSI standard EN 419 241 shall be implemented.

For the purpose of transferring signature data, SWISSSIGN shall establish a secure, encrypted channel (secured TLS connection) to the signature client and provide the SUBSCRIBER with an access certificate. The SUBSCRIBER must use this secure channel in order to transfer the document hash. SWISSSIGN shall sign this hash with the certificate specified in the order and with a qualified time stamp under Swiss law. The signature service shall be tested prior to handover by SwissSign.

In the event that the SUBSCRIBER commissions a third party (hereafter "SERVICE PROVIDER") to access the signature creation device of SWISSSIGN, the SERVICE PROVIDER shall present SWISSSIGN with the necessary power of attorney from the SUBSCRIBER (hereafter "ACCESS POWER OF ATTORNEY") before the first signature is generated. SWISSSIGN shall examine this in order to ensure that it is correct. SWISSSIGN may provide a draft of the ACCESS POWER OF ATTORNEY upon request. Under the

ACCESS POWER OF ATTORNEY, the Service Provider shall have the opportunity at any time to access the key material of the SUBSCRIBER. The SUBSCRIBER acknowledges that SwissSign will not examine and will be unable to examine whether access by the SERVICE PROVIDER to the key material was authorised or occurred in an error-free manner.

The SUBSCRIBER acknowledges that SWISSSIGN will refuse to create a signature where SWISSSIGN is aware that a particular ACCESS POWER OF ATTORNEY granted to the SERVICE PROVIDER has been revoked.

SWISSSIGN shall promptly arrange for certificates and/or key material to be replaced where necessary on account of the expiration of the certificate in question or compromising access.

SWISSSIGN shall be entitled to provide information to the recipients of signed documents, at their request, concerning the power of attorney granted by the SUBSCRIBER.

SwissSign undertakes to use the key material data and certificate data of the SUBSCRIBER solely for the signature purposes described herein. SwissSign shall not save any data and shall not assess any data that enable inferences to be drawn concerning business relations between the SUBSCRIBER and other companies or customers. Data that are transferred to the signature service shall only be saved on an interim basis for the duration of processing. The data transmitted shall not be saved on a long-term basis.

SWISSSIGN shall log each signature with a time stamp, a signature request ID and a reference to the corresponding certificate of the SUBSCRIBER. These logs shall also be made available to the SUBSCRIBER upon request for billing and examination purposes. Log files shall be retained for a minimum of 12 months.

6. Duties of the SUBSCRIBER when dealing with time stamps

The number of time stamps that may be received is not subject to any technical limitation. The SUBSCRIBER undertakes not to exceed the quota announced or ordered or the available quota of time stamps without liaising with SWISSSIGN.

The SUBSCRIBER shall report all IP addresses intended for usage with the time stamp service to SWISSSIGN in the event that it wishes to acquire more than the available quota of time stamps. Changes shall be announced in good time (one month in advance).

The client software of the SUBSCRIBER used shall be deployed in accordance with the recommendations of SWISSSIGN and must feature secure cryptographic functions. In the event of doubt, SWISSSIGN shall be questioned in advance regarding the deployment of the client software.

The maximum performance guaranteed for retrieval by the SUBSCRIBER shall not be exceeded.

The SUBSCRIBER shall examine the SWISSSIGN revocation list (CRL) in order to ensure that the time stamp certificate has not been revoked.

The SUBSCRIBER must inform all relevant recipients of a timestamped document ("Relying Party") of the time stamp policy and the opportunities to review the time stamp in accordance with Section 10 of this Subscriber Agreement.

7. Special duties of the SUBSCRIBERS when using the signature service

The following particular duties shall apply in the event that the SUBSCRIBER uses also the signature service in addition to the timestamping service.

The SUBSCRIBER shall sign the request necessary in relation to the issuance of signature certificates and shall present the necessary documentation or carry out the necessary controls (inspection in situ).

The SUBSCRIBER shall provide the SERVICE PROVIDER with a signed ACCESS POWER OF ATTORNEY in the event that it has appointed a Service Provider to access the signature creation device of SwissSign. It shall also provide SwissSign with a copy of the ACCESS POWER OF ATTORNEY.

The SUBSCRIBER shall ensure that the signature service is not burdened by more than 5 signatures per second.

When accessing the signature service, the SUBSCRIBER is obliged to guarantee compliance with the security specifications set forth in Section 8 ("Information Security").

When using the interface, the SUBSCRIBER shall only use as a client the software from the firm PDF Tools recommended by SWISSIGN (PDF Tools AG, Kasernenstrasse 1, 8184 Bachenbülach, Switzerland).

Where the signature is used for the services described according to law, the SUBSCRIBER shall be obliged to comply with the law in question. This may involve e.g. the following aspects: the retention of signatures, the renewal of signatures, the location of signature retrieval, format (PDF/A).

The SUBSCRIBER shall report at an early stage or promptly to SwissSign:

- any changes to request data for the signature certificate requested in the order (e.g. change in company name or corporate status);
- any change or revocation of the access power of attorney for the SERVICE PROVIDER; and
- if it discovers that certificates or key material have been compromised.

The report in question must be sent in advance by email to helpdesk@swissign.com and in addition by ordinary post to:

SwissSign AG
Sales- & Partnermanagement
Sägereistrasse 25
8152 Glattbrugg
Switzerland

8. Information security in relation to the signature service

When using the signature service, the information security standard ISO/IEC 27002 shall be binding on the SUBSCRIBER with regard to both the development and the operation of IT applications and systems with which data is processed in relation to the signature service. The SUB-

SCRIBER undertakes to abide by this standard. It shall impose this obligation on any third parties that are involved (e.g. SERVICE PROVIDERS).

Development and test environments for the client software of the signature service must be unmistakably separated from productive systems. Applications shall be developed in accordance with safe programming practices. Any handling of data (collection, processing, issuance, transmission and storage) must occur in accordance with the state of the art in the area of data security.

SWISSIGN shall regard as satisfactory compliance with the state of the art in the area of data security e.g. any configuration according to:

- best practice principles of PCIDSS (pcisecuritystandards.org),
- standard ISO/IEC 27002,
- comparable best practice security standards.

Upon request by SWISSIGN, the SUBSCRIBER shall disclose the locations of all servers and backups on which its client software is installed. It shall ensure in particular that operating procedures are documented, that change management has been defined and that appropriate protection is provided against logical attacks and physical interference. In order to ensure the traceability of any disruptions, attacks or instances of misuse, SWISSIGN must provide adequate logs within 2 working days.

9. Customer service, helpdesk, support

SWISSIGN shall operate a customer service unit ("Helpdesk" or "Support"). This may be reached using the contact form at or by email at <https://www.swissign.com/en/contact> or by email to helpdesk@swissign.com. Any comments and feedback concerning this SUBSCRIBER AGREEMENT may also be submitted in this manner.

If a SERVICE PROVIDER is deployed, it shall provide First Level Support for the CUSTOMER.

10. Examinations by Relying Parties

Before a third party examines a signature or time stamp in order to ensure that it is accurate, it must establish that the time stamp certificate

and/or signature certificate has not been revoked. In the event that the time stamp certificate has expired and is being examined after expiration, the indications contained in Annex D to ETSI standard EN 319421 shall be complied with as regards the long-term validation of time stamps.

11. Entry into force, duration and termination, effect of termination in general

The Contract shall take effect upon the conclusion of a service contract or upon the limited free-of-charge retrieval of the time stamp and shall apply until the time stamp is revoked or the service is terminated.

Time stamps and signatures affixed shall remain valid.

Notice of termination must always be given in writing.

12. Claims and discontinuation of the timestamping service in the event of payment default

The SUBSCRIBER may not offset amounts due to SWISSSIGN against any counterclaims.

The following provisions shall apply in the event of non-payment by the Specialist Retailer or SUBSCRIBER in relation to the service:

- a) If the SUBSCRIBER or Specialist Retailer owes the service fee to SWISSSIGN, the obligor shall be deemed to be in default at the time a reminder is issued.
- b) If payment is not made within the grace period, in the event that the SERVICE was sold through a Specialist Retailer, SWISSSIGN shall inform the SUBSCRIBER of the Specialist Retailer of the default on the part of the Specialist Retailer.
- c) SWISSSIGN shall require the SUBSCRIBER directly to make payment of the outstanding services relating to it before a final payment deadline and shall inform it of the impending discontinuation of service in the event of non-payment.

If payment is not made by either a Specialist Retailer or the SUBSCRIBER by the final payment

deadline, SWISSSIGN shall be entitled to block access to the SERVICE or provide the service on a restricted basis.

13. Customer data and data protection

SWISSSIGN undertakes to comply with the data protection legislation applicable to its relevant CA.

As a matter of principle, under the time stamp and/or signature service the SUBSCRIBER will only transfer a hash of its document data, from which the contents of the document cannot be reconstructed. The IP address shall also be transferred.

The data required to provide the services (IP address) shall be saved and treated as confidential by SWISSSIGN. The data collected as part of inspection activity, including particular personal data, may only be used for the purpose and to the extent required to perform and implement the CERTIFICATE SERVICE. Usage for other purposes or disclosure to any third parties is strictly prohibited. The above shall not apply to disclosure to authorised instructed third parties (e.g. in the event of a control, external registration activity) or in accordance with administrative orders. Authorised instructed third parties shall be subject to data protection rules in the same manner as SWISSSIGN.

The security technology used to protect data shall correspond to the state of the art.

In order to ensure compliance with statutory requirements, SWISSSIGN must retain all certificate holder data, documentation and audit information for a minimum period of 11 years after expiration of the service.

The data protection level in Switzerland has been confirmed by the European Commission as adequate. The requirement for the lawful transmission of data from member states of the European Union to Switzerland, namely that there must be an adequate level of data protection in the location in the third country where the data is received, has consequently been met.

14. Involvement of third parties

SWISSSIGN may engage third parties at any time to perform its services.

15. Warranty

The SUBSCRIBER shall examine the material provided, including in particular the time stamps and signatures provided, following their issuance and report any defects or incorrect and/or incomplete information promptly (within no more than 7 working days), and under all circumstances prior to the first usage. If evident defects are not reported promptly following receipt, and latent defects not promptly after discovery, the rights relating to defects shall be deemed to have been forfeited. The SUBSCRIBER shall bear the burden of proving the time when the defects objected to were discovered and that the report was made promptly.

In the event that a defect is reported, SWISSSIGN shall be entitled to choose between rectification and replacement. Defective time stamps and certificates shall be replaced by new time stamps and certificates. Any further rights as to defects are expressly excluded.

SWISSSIGN does not provide any warranty regarding the compatibility of the signatures and time stamps provided with non-Swiss law and reserves the right to refuse requests for signatures and time stamps from the SUBSCRIBER where these run contrary to statutory export restrictions or limitations or compliance requirements of SWISSSIGN.

16. Liability

SWISSSIGN shall bear full liability towards the SUBSCRIBER for any losses occasioned by it to the SUBSCRIBER unless SWISSSIGN proves that it was not at fault. Liability for minor negligence is excluded.

The liability provisions of the CP/CPS apply to third parties.

Neither party shall bear liability for the proper functioning of third party systems, including in particular the internet. SWISSSIGN shall not be liable for the systems and software used by the SUBSCRIBER.

The SUBSCRIBER shall fully indemnify SWISSSIGN from all third parties' claims resulting from use in breach of contract or unlawful or improper use of the time stamping service. The indemnification shall include also the obligation to hold SWISSSIGN fully harmless against legal defence costs (e.g. procedural costs and legal fees).

Both Parties shall be liable for the conduct of their auxiliary agents and any third parties who are involved (such as subcontractors and suppliers) in the same manner as for their own.

In the event of personal injury, the Parties shall be liable for any fault. Under no circumstances shall the Parties be liable in particular for indirect or consequential losses, data loss, additional expense or claims by third parties, lost profit or unrealised savings, or losses resulting from late delivery or service provision.

The provisions governing liability set forth in the Swiss Federal Act on Electronic Signatures and in Article 59a of the Swiss Code of Obligations shall apply under all circumstances on a priority basis.

17. Export and import, international use of time stamps and signatures

The SUBSCRIBER acknowledges that the exporting or importing and usage of time stamps and signatures from, to or in countries subject to sanctions and embargoes is prohibited (cf. <https://www.swissign.com/export>).

The SUBSCRIBER acknowledges that the deployment and use of time stamps and signatures and the exchange of digitally signed and/or encrypted data outside Switzerland is subject to foreign jurisdictions and that therefore different effects may result, which may be more or less extensive than is the case under Swiss law. The exchange of encrypted data and the export/import of cryptographic software or cryptographic data storage media are also subject to statutory restrictions in certain foreign countries. Clarification of matters in this respect shall be a matter under all circumstances for the SUBSCRIBER.

18. Intellectual property rights

No intellectual property rights (such as copyright, trademark, design or patent rights etc.) shall be transferred to the SUBSCRIBER by the service. All intellectual property rights over the material provided by SWISSIGN (documentation, devices, software etc.) shall remain the property of SWISSIGN or the third parties with rights thereto. The SUBSCRIBER shall receive a non-exclusive, non-transferable licence to use such material in line with the contractual object, which shall be limited to the contractual term. The SUBSCRIBER shall not have any rights to make changes or further developments.

19. Severability

If individual terms of this SUBSCRIBER AGREEMENT are found to be invalid or unlawful, this shall not affect the validity of the Contract. Should this occur, the relevant term shall be replaced by a valid term that is commercially equivalent as far as possible.

20. Amendment of the Subscriber Agreement Signature and Timestamping Service

SWISSIGN reserves the right to amend this Subscriber Agreement Signature and Timestamping Service at any time. The relevant amended version shall be published on the website

<https://repository.swissign.com> in good time before it comes into effect and shall be notified through the system status page <https://www.swissign.com/en/systemstatus>.

The amended SUBSCRIBER AGREEMENT shall be deemed to have been approved unless the SUBSCRIBER objects in writing within one month. An objection shall be deemed to constitute notice of termination of the Contract and shall automatically result in its dissolution.

21. Assignment and transfer of rights and duties

The SUBSCRIBER may not assign or pledge any claims against SWISSIGN without the written consent of SWISSIGN.

The SUBSCRIBER shall not have the right to assign or transfer the rights and obligations pursuant to this Agreement.

22. Applicable Law and Place of Jurisdiction

The legal relationship resulting from this SUBSCRIBER AGREEMENT shall be governed exclusively by Swiss law. The above is subject to the law of Liechtenstein governing signatures for certificates that have been issued and signed by the Liechtenstein CA. The provisions of the UN Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Convention, "CISG") shall not apply.

The courts of Zurich, Switzerland shall have exclusive jurisdiction. For SUBSCRIBERS with a foreign place of residence or registered office, the place of debt enforcement and exclusive jurisdiction for all proceedings shall be Zurich.