

RELAYING PARTY AGREEMENT

Any natural person or legal entity (hereinafter "Relaying Party") wishing, for their own needs, to make use of a Signature, Seal, or the information contained in a Certificate or Time Stamp Token is required to check the status of the Certificates used and the corresponding chain of trust.

In accordance with its Certification Policies, the Universign Trust Network (UTN) provides Users with an Information Service enabling them to verify the status of Signature or Seal Certificates.

The use of the Information Service is subject to the unconditional acceptance of this Agreement by the Relaying Party, who acknowledges having been previously informed thereof. Use of the Information Service expresses implies consent to the terms and conditions set forth herein.

the event of modification of this Agreement, the UTN will provide Relying Parties with the current version of this instrument at its Publication Site. Previous versions of this Agreement are available from the UTN upon request.

1. DURATION

This Agreement takes effect:

1. in the event that a Relaying Party makes use of information contained in a Certificate or Time Stamp Token
2. when the Relaying Party downloads a Revoked Certificates List
3. upon receipt by the Relaying Party of a response from the OCSP responder;
4. when using information relating to the revocation of a Certificate.

This Agreement shall remain in effect as long as the Relaying Party makes usage of a Certificate or Time Stamp Token or the information which these contain.

2. DEFINITIONS AND ABBREVIATIONS

Unless otherwise stated in this Agreement, capitalized terms shall have the meaning attributed in this article and can be used both in the singular and plural form, depending on the context.

- "Certification Authority" or "CA" refers to the authority in charge of the creation, issuance, management, and revocation of Certificates under the Certification Policy.
- "Time-Stamp Authority" refers to the authority in charge of the issuance of Time Stamp Tokens under the Timestamp Policy.
- "Electronic Seal" or "Seal" refers to a process to ensure the origin and integrity of the Document on which it is liked.
- "Certificate" refers to the electronic file issued by the Certification Authority containing the identification elements of its Holder and a cryptographic key enabling the verification of the Electronic Signature or Electronic Seal for which it is used.
- "Time Stamp Token" refers to a structure that binds a Document to a particular moment, thus establishing proof that it existed at that time.
- "Timestamp" refers to a process to certify that a Document existed at a given time by means of Time Stamp Tokens.
- "Certificates Revoked List" or "CRL" refers to the list identifying revoked Certificates issued by the Certification Authority.
- "Certification Policy" or "CP" refers to all of the rules followed by the CA for the implementation of the Certification Service.
- "Timestamp Policy" or "TP" refers to all of the rules followed by the Timestamp Authority for the implementation of the Timestamp Service.
- "Information Service" or "Service" refers to all the services and software solutions which the UTN undertakes to provide to the Relaying Party in the context of this Agreement.
- "Electronic Signature" or "Signature" refers to a process to ensure the integrity of the signed Document and to express the consent of the Signatory which it identifies.
- "Publication Site" refers to the website which can be accessed at the following web address: www.universign.com.
- "Relaying Party" refers to any natural person or legal entity who, for their own needs, wishes to make use of a Certificate or Time Stamp Token issued by an issued by a UTN member authority or to verify the validity of such Certificates or Time Stamp Tokens.
- "Certificate's Holder" refers to the natural person or legal entity identified in the Certificate under their control with the private key corresponding to the public key contained in the Certificate.
- "Timestamp Unit" refers to all of the hardware and software used for the creation of the Time Stamp Tokens signed with their unique key.
- "Universign Trust Network" or "UTN" refers to a network of Certification Authorities and Timestamp Authorities governed by common policies established by the company Cryptolog International, , having a registered capital of €508,932, whose headquarters are located at 7 rue du Faubourg Poissonnière 75009 Paris, registered in the Register of Commerce and Trade of Paris under the number 439 129 164.

3. INFORMATION SERVICE

a. UTN Certificates

The Information Service makes it possible to verify the status of Certificates issued by the UTN.

The Universign Trust Network's Certification Authorities issue four types of Certificates:

- Certificates for natural persons;
- Certificates for legal entities;
- Certificates for UTN's Certification Authorities;
- Certificates for UTN's Timestamp Authorities;

UTN's Certification and Timestamp Authorities agrees to abide by the rules and requirements of the policies identified in the following table. They are audited according to EN 319 403 by an accredited body.

OID	Standard	Description
1.3.6.1.4.1.15819.5.1.2.1	ETSI EN 319 411-1	CP for CA hardware roots, level NCP+
1.3.6.1.4.1.15819.5.1.2.2	ETSI EN 319 411-1	CP for the CA software roots, level NCP+
1.3.6.1.4.1.15819.5.1.3.1	ETSI EN 319 411-2	CP for the certificates of natural persons, level QCP-n
1.3.6.1.4.1.15819.5.1.3.3	ETSI EN 319 411-1	CP for the certificates of natural persons, level LCP
1.3.6.1.4.1.15819.5.1.3.4	ETSI EN 319 411-1	CP for the certificates of legal entities, level LCP
1.3.6.1.4.1.15819.5.1.3.5	ETSI EN 319-411-2	CP for the certificates of legal entities, level QCP-l
1.3.6.1.4.1.15819.5.1.1	ETSI EN 319 411-1	CP for the Timestamp Authorities, level LCP
1.3.6.1.4.1.15819.5.2.2	ETSI EN 319 421	Timestamp Policy

b. Terms of Service

The Service allows the Relaying Party:

- to use the Online Certificate Status Protocol (OCSP) to check the status of a Certificate;
- to use the UTN's Certificates Revoked List.

It is available, during normal operation, 24 hours a day seven days a week, according to the conditions provided by the Certification Policy applicable to the Certificate.

The Service makes it possible to obtain revocation information for QCP-l and QCP-n Certificates even after their expiration. In the event of the cessation of the CA's activities, the obligations relating to the provision of information on the status of Certificates are transferred in accordance with the stipulations of CP.

The Revoked Certificates Lists can be downloaded from the Publication Site. The CRL comply with standard IETF RFC 5280.

Information necessary for use of the OCSP protocol to check the status of Certificates is contained in the fields within the Certificates and their extensions. The protocol is implemented according to standard IETF RFC 6960.

4. OBLIGATIONS OF THE RELAYING PARTY

The Relaying Party is required to ensure the appropriate use of the information contained in the Certificates, and in particular by:

- verifying the adequacy of their requirements vis-à-vis the conditions and limits of use of the Certificate provided for in this Agreement and in the corresponding CP;
- verifying that the Certificate complies with the legal, regulatory, or normative requirements required for the intended use thereof;
- verifying the status of the Certificate they wish to use, as well as the validity of all Certificates in the chain of trust.
- using the appropriate software and hardware to verify the validity of the Signatures or Seals associated with the Certificates;
- ensuring the conditions and limitations of use of the Electronic Signatures or Electronic Seals associated with the Certificates.

The Relaying Party is required to ensure the appropriate use of the information contained in the Time Stamp Tokens, and in particular by:

- verifying the adequacy of their requirements vis-à-vis the conditions and limits of use of the Time Stamp Tokens provided for in this Agreement and in the corresponding TP;
- verifying the status of the Timestamp Unit Certificate, as well as the validity of all Certificates in the chain of trust.

- verifying that the Timestamp Service complies with the legal, regulatory, or normative requirements required for the intended use thereof;
- using the appropriate software and hardware to verify the validity of the Time Stamp Tokens;

5. USAGE RESTRICTION

The Relaying Party is hereby informed that there is always a risk of compromise or theft of a private key corresponding to a public key contained in a Certificate, which may or may not be detected by the UTN, and the risk of use of a stolen or compromised key to falsify a Signature, Certificate, or Time Stamp Token.

The UTN cannot be held liable in the case of fraudulent use of the private key associated with the Certificate.

The UTN cannot be held liable for Certificate use which fails to comply with the corresponding Certification Policy.

UTN Certificates are not designed, intended, or authorized to be used outside of the contexts provided for by the Certification Policy i.e. Electronic Signature, Electronic Seal, or Timestamp Service.

UTN Certificates shall not be used as identification or as the basis for non-rejection of the identity of a natural person or legal entity.

The UTN and its Certification Authorities are not responsible for the assessment of the appropriateness of the use of a Certificate or a Time Stamp Token.

Aside from cases of revocation of the associated Certificate, Time Stamp Tokens may be verified for five years from their date of issuance.

The UTN cannot be held liable for the improper use of a Time Stamp Token with regard to the Timestamp Policy or associated terms of use.

In the event of compromise or theft of the private key associated with the Timestamp Unit Certificate, all Time Stamp Tokens issued by the aforementioned Timestamp Unit shall be considered unreliable.

6. VALIDITY OF THE CERTIFICATES

The period of validity of the Certificates depends on the Certification Policy under which they are issued.

OID	Period of Validity
1.3.6.1.4.1.15819.5.1.2.1	30 years
1.3.6.1.4.1.15819.5.1.2.2	30 years
1.3.6.1.4.1.15819.5.1.3.1	5 years
1.3.6.1.4.1.15819.5.1.3.3	5 years
1.3.6.1.4.1.15819.5.1.3.4	5 years
1.3.6.1.4.1.15819.5.1.3.5	5 years
1.3.6.1.4.1.15819.5.1.1	10 years for CA Certificates 6 years for Timestamp Unit Certificates

7. GUARANTEES

The UTN guarantees Users that Certificates are in compliance with the UTN's corresponding CP and that the Time Stamp Token complies with the UTN's TP in effect on the date of issuance.

8. DISCLAIMERS

Except as expressly provided in the Agreement, the UTN excludes all other express or implied guarantees, including any guarantee of Certificate suitability for a specific use or the satisfaction of the Relaying Party's particular requirements.

The UTN excludes all liability for direct or indirect damages arising from or in relation to the use of a Time Stamp Token or Certificate which does not comply with the Timestamp Policy or associated Certification Policy.

In any event, the UTN's liability shall be limited to the amount of 150 euros for any occurrences or damages that arise. This liability limitation shall remain the same regardless of the number of Signatures, Seals, Time Stamp Tokens, or Certificate-related claims.

9. FORCE MAJEURE

If a case of force majeure should occur during the execution of the Agreement, both parties would be temporarily released from their obligations. Force majeure means an event which is unpredictable, unavoidable and independent of the will of the parties as well as those usually qualified as such by French jurisprudence.

10. NULLITY

In case of any difficulties of interpretation resulting from a contradiction between any of the clause titles and the content of the clauses themselves, the titles shall be deemed non-existent.

If one or more stipulations set forth herein are held to be invalid or declared as such according to a law, regulation, or final ruling by a competent Court, all of the remaining stipulations shall retain their full force and scope.

11. APPLICABLE LAW

This Agreement, as well as its regulations in both form and substance, is governed by French Law regardless of where the primary or accessory obligations hereof are fulfilled.

12. DISPUTE RESOLUTION

In the event of a dispute arising about this Agreement, the parties shall be obliged to resort to mediation before bringing the matter before a judge. The Arbitration and Mediation Centre of Paris will be responsible for appointing the competent mediator. The matter shall be brought before this body by the most diligent party and it shall then have a period of 6 months to carry out its mission.

The parties may decide to extend this period by mutual agreement. No referral to a judge may take place before its expiry, unless by the express agreement of both parties. The parties agree to cooperate in good faith with the Mediator.

If the latter fails to get the consent of both parties, the most diligent party of them will be able bring the matter before the competent judge in order to settle the dispute.

Consumers are informed that they have the possibility of recourse to a consumer affairs mediator under the conditions laid down in Title I of Book VI.

13. ASSIGNMENT

Unless otherwise expressly agreed by the UTN, the rights granted to the Relaying Party under the Agreement are not assignable or transferable.