



Microsoft PKI Services

Certification Practice Statement (CPS)

Version 3.2.3  
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# 1. INTRODUCTION

## 1.1 OVERVIEW

This document is the Certification Practice Statement (CPS) that defines the procedural and operational requirements governing the lifecycle management of Microsoft PKI Services' Certification Authority (CA) solutions and services for affiliated entities, Applicants, Subscribers, and Relying Parties. Microsoft PKI Services requires entities to adhere to this CPS when issuing and managing digital certificates within Microsoft PKI Services PKI hierarchy. This may include services managed by Microsoft PKI Services as well as other groups within Microsoft responsible for managing trusted and untrusted CAs. Each PKI service is required to have an associated Certification Practice Statement (CPS) that adheres to the presiding CP.

Microsoft PKI Services has three CPS documents to differentiate its internal first-party (not publicly trusted) from its external first-party (publicly trusted) CA operations and its third-party issued Code signing certificates, as they are regulated by separate compliance authorities and/or levels. This CPS is for the external first-party (publicly trusted) CA operations.

Other important documents that accompany this CPS include the CP and associated Subscriber and Relying Party Agreements. Microsoft may publish additional Certificate Policies or Certification Practice Statements, as necessary, to describe other products or service offerings.

This CPS specifically governs the following Root and Subordinate CAs:

Root CAs	Root CA Serial Numbers	Issue Date	Expiration Date	SHA2 Thumbprint
Microsoft EV RSA Root Certificate Authority 2017	4d4d06cb146909874554f8597d1b131f	12/18/2019	7/18/2042	66960242db2ed5906e113295f2454f33d6fb418c4c65e8166d43be64d19ba4fa
Microsoft EV ECC Root Certificate Authority 2017	22af4e52c260579b449c1dde01c8e319	12/18/2019	7/18/2042	de1af143ffa160cf5fa86abfe577291633dc264da12c863c5738bea4afbb2cdb
Microsoft RSA Root Certificate Authority 2017	1ed397095fd8b4b347701eaabe7f45b3	12/18/2019	7/18/2042	c741f70f4b2a8d88bf2e71c14122ef53ef10eba0cfa5e64cfa20f418853073e0
Microsoft ECC Root Certificate Authority 2017	66f23daf87de8bb14aea0c573101c2eC	12/18/2019	7/18/2042	358df39f764af9e1b766e9c972df352ee15cfac227af6ad1d70e8e4a6edcba02
Issuing and Intermediate CAs	Issuing and Intermediate CAs Serial Numbers	Issue Date	Expiration Date	SHA2 Thumbprint
Microsoft Azure TLS Issuing CA 01	330000001DBE9496F3DB8B8DE70000000001D	1/17/2020	6/27/2024	0437AB2EC2C2B4890296C135034B21DB146434B8317EE703AA8AA943C5EA51AE
Microsoft Azure TLS Issuing CA 01	0AAFA6C5CA63C45141EA3BE1F7C75317	7/29/2020	6/27/2024	24C7299864E0A2A6964F551C0E8DF2461532FA8C48E4DBBB6080716691F190E5
Microsoft Azure TLS Issuing CA 02	330000001EC6749F058517B4D0000000000001E	1/17/2020	6/27/2024	D39CE39FF6F449D4F3391EE2004D705EC22F99CFCCA40A88F85DB26454ADDDBD1

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Microsoft Azure TLS Issuing CA 02	0C6AE97CCED599838690A00A9EA53214	7/29/2020	6/27/2024	15A98761EBE011554DA3A46D206B0812CB2EB69AE87AAA11A6DD4C8B4ED5142A
Microsoft Azure TLS Issuing CA 05	330000001F9F1FA2043BC28DB90000000001F	1/17/2020	6/27/2024	AB3203B3EA2017D509726A1D82293EFFCB8C42CEB52C9AF1C0EEE96B5C02BCBA
Microsoft Azure TLS Issuing CA 05	0D7BEDE97D8209967A52631B8BDD18BD	7/29/2020	6/27/2024	D6831BA43607F5AC19778D627531562AF55145F191CAB5EFAFA0E0005442B302
Microsoft Azure TLS Issuing CA 06	3300000020A2F1491A37FBD31F000000000020	1/17/2020	6/27/2024	7DF4D3EF45798F8C4384FC702BA52A44CE7BD6298B141628D4ABABC7678F6467
Microsoft Azure TLS Issuing CA 06	02E79171FB8021E93FE2D983834C50C0	7/29/2020	6/27/2024	48FF8B494668C752304B48BFE818758987DEF6582E5F09B921F4B60BB3D6A8DD
Microsoft RSA TLS Issuing AOC CA 01	33000000265ee5cbef101479fb000000000026	3/11/2021	3/11/2026	7484F2F1618D35F6F239C05BAD30B8B7AD93C7024D4000D387141417EE3DDBF4
Microsoft RSA TLS Issuing AOC CA 02	3300000027c7deaf47d6c012fe000000000027	3/11/2021	3/11/2026	F19A176BC779C77609427F441B995F14CAB9A19D87CDD92725E4997CB0878BC
Microsoft RSA TLS Issuing EOC CA 01	33000000289b1be7b00f974391000000000028	3/11/2021	3/11/2026	1F1D8E7685CE8255088F791BFD3FB927F50AC1007091B5BBC3347EFBC5D9A80C
Microsoft RSA TLS Issuing EOC CA 02	3300000029d905146635d54ebd000000000029	3/11/2021	3/11/2026	89E1EF9BD893880FCA4C2D0BA71EC93DAF6C0AC14D5A9996F3E16F9763995076
Microsoft Azure ECC TLS Issuing CA 01	330000001AA9564F44321C54B9000000000001A	1/17/2020	6/27/2024	2CAEFBB55E70DF5A8985FE9BC10DD56A40C3DEDAB3DA1530A29682015C5B7C66
Microsoft Azure ECC TLS Issuing CA 01	09DC42A5F574FF3A389EE06D5D4DE440	8/12/2020	6/27/2024	949D6B4B761CA134AD3E7A8571186F580EE887F2C6B568B5140F4157F98D68DD
Microsoft Azure ECC TLS Issuing CA 02	330000001B498D6736ED5612C2000000000001B	1/17/2020	6/27/2024	4EC439672A443401A66E27947CC3B5897F132B667F712CC1A37018A3CC85B16A
Microsoft Azure ECC TLS Issuing CA 02	0E8DBE5EA610E6CBB569C736F6D7004B	8/12/2020	6/27/2024	9C64A9A43E990E98FBCE8317B2D4C1C07FFE6E032DA8BB6D60A696E2FF038F1F
Microsoft Azure ECC TLS Issuing CA 05	330000001CC0D2A3CD78CF2C10000000000001C	1/17/2020	6/27/2024	624D5576A652B2130768BFE84B965EEFFD91603D25CD5F7155A7DC2789DAC38
Microsoft Azure ECC TLS Issuing CA 05	0CE59C30FD7A83532E2D0146B332F965	8/12/2020	6/27/2024	003F71DC4820216575FC5AACFE3B1AEB76F72AEA5B8E8FCEFC80B9F517A4A612
Microsoft Azure ECC TLS Issuing CA 06	330000001D0913C309DA3F05A60000000000001D	1/17/2020	6/27/2024	151A3E5969C6616EB637A8722B174CFD95387AAACE78D57C3BD23F0CB3008186A
Microsoft Azure ECC TLS Issuing CA 06	066E79CD7624C63130C77ABEB6A8BB94	8/12/2020	6/27/2024	2975BAB51D00D862D0E16EEDEF8306A759C65CD4B9F00DAF50ECDFCB4EC396E4
Microsoft ECC TLS Issuing AOC CA 01	330000002378f1186465d367c20000000000023	3/11/2021	3/11/2026	A9DF77A5BFB79FA34CDB975D964A30D9FE7FC4E670BD39BF1B8C2605E843DB54
Microsoft ECC TLS Issuing AOC CA 02	33000000240e553405f2daad30000000000024	3/11/2021	3/11/2026	85FA29EB740D90CE77EDDBE3AB6C66A5DE3FC8BA94D6B2955FB7D33B04231601

Microsoft ECC TLS Issuing EOC CA 01	330000002571afe0d5ace7a2f5000000000025	3/11/2021	3/11/2026	EDE152DA0C19D6C3BB3168D11E40901919646BB6998CD5E7D0FBE6537FF F42EF
Microsoft ECC TLS Issuing EOC CA 02	33000000269ab02dde29abbcf70000000000026	3/11/2021	3/11/2026	21CD47E3200B2D7F13567DF9E698EC21ACAC77A8F4A2A1173F4EAB23B2048967

## 1.2 DOCUMENT NAME AND IDENTIFICATION

This document is formally referred to as the Microsoft PKI Services “Certification Practice Statement” (“CPS”). CAs SHALL issue certificates in accordance with the policy and practice requirements of this document. The Object Identifier (OID) for the CPS is:

1.3.6.1.4.1.311.76.509.1.1

The following Object Identifiers are assigned for use by Microsoft CAs as a means of asserting compliance with CAB Forum’s Baseline Requirements:

Digitally Signed Object	Object Identifier (OID)
SSL Domain Validated (DV) Certificates	2.23.140.1.2.1
SSL Organization Validated (OV) Certificates	2.23.140.1.2.2

### 1.2.1 Revisions

See Appendix A.

### 1.2.2 Relevant Dates

The CAB Forum’s Baseline Requirements document should be referenced for relevant dates on industry practice or policy changes.

## 1.3 PKI PARTICIPANTS

### 1.3.1 Certification Authorities

The term Certification Authority (CA) collectively refers to an entity or organization that is responsible for the authorization, issuance, revocation, and life cycle management of a certificate. The term equally applies to Roots CAs and Subordinate CAs.

Microsoft PKI Services operates as the Root CA and administers all CA functions within its PKI hierarchy.

The two main categories of CAs that exist within the Microsoft PKI Services’ PKI hierarchy are the Root CAs and Subordinate CAs. An up-to-date list of these CA’s is maintained by Microsoft PKI Services.

Obligations of CAs operating within the Microsoft PKI Services' PKI hierarchy include:

- Generating, issuing and distributing Public Key certificates, in accordance with this CPS.
- Distributing CA certificates
- Generating and publishing certificate status information (such as CRLs)
- Maintaining the security, availability, and continuity of the certificate issuance and CRL signing functions
- Providing a means for Subscribers to request revocations
- Ensuring that changes in certificate status are reflected in their own repositories and those of authorized certificate validation authorities within the times specified in Section 4 of this CPS.
- Demonstrating internal or external audited compliance, in accordance with this CPS, the CP, and/or CAB Forum Baseline Requirements.

### **1.3.2 Registration Authorities**

No RA functions are delegated to third parties by Microsoft PKI Services.

### **1.3.3 Subscribers**

A Subscriber, as defined in Section 1.6, is the end entity whose name or identifier appears as the subject in a certificate, and who uses its key and certificate in accordance with this CPS.

Subscribers within the CA's hierarchy MAY be issued certificates for assignment to devices, groups, organizational roles or applications, provided the responsibility and accountability are attributable to the organization.

Obligations of Subscribers within the CA's hierarchy include:

- Reading and accepting the terms and conditions of the Subscriber Agreement
- Being responsible for the generation of the key pair for their certificate
- Submitting Public Keys and credentials for registration
- Providing information to the RA that is accurate and complete to the best of the Subscribers' knowledge and belief regarding information in their certificates and identification and authentication information
- Taking appropriate measures to protect their Private Keys from compromise
- Promptly reporting loss or compromise of Private Key(s) and inaccuracy of certificate information

### **1.3.4 Relying Parties**

A Relying Party is an individual or entity that acts in reliance on a Certificate or digital signature associated with a Certificate.

### **1.3.5 Other Participants**

Other participants include entities or groups that have participated in the development of this CPS and presiding CP, and any authorities that have contributed to the requirements and guidelines governing the issuance and management of publicly-trusted certificates.

## **1.4 CERTIFICATE USAGE**

### **1.4.1 Appropriate Certificate Uses**

The CA has established policy and technical constraints to define appropriate uses for issued certificates and provides reasonable controls to ensure the certificates are used for their intended purpose.

Certificates issued by the CA are used in accordance with the key usage extensions and extended key usage of the respective Certificates and adhere to the terms and conditions of this CPS, the accompanying CP, any agreements with subscribers, and applicable laws.

Relying Parties SHALL evaluate the application environment and associated risks before deciding on whether to use certificates issued under this CPS.

### **1.4.2 Prohibited Certificate Uses**

Use of certificates in violation of this CPS, applicable laws, and/or key usage constraints, is unauthorized and prohibited. The CA reserves the right to revoke certificates that violate their designated usage.

## **1.5 POLICY ADMINISTRATION**

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

The Microsoft PKI Policy Authority is responsible for the maintenance of this CPS.

### **1.5.2 Contact Person**

Contact information is listed below:

PKI Service Manager  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Email: [CentralPKI@microsoft.com](mailto:CentralPKI@microsoft.com)

To request certificate revocation please refer to Section 4.9.3

For suspected key compromise please refer to Section 4.9.12.

To report other issue such as certificate misuse, fraud or other matters, contact [CentralPKI@microsoft.com](mailto:CentralPKI@microsoft.com).

### 1.5.3 Person Determining CPS Suitability for the Policy

Microsoft PKI Policy Authority determines suitability and applicability of the CPS, in accordance with the CP.

### 1.5.4 CPS Approval Procedures

The Microsoft PKI Policy Authority reviews and approves any changes to this CPS, in compliance with the CP. Updates to CP or CPS documents SHALL be made available by publishing new versions at <https://www.microsoft.com/pkiops/docs/repository.htm>.

## 1.6 DEFINITIONS AND ACRONYMS

Capitalized terms and acronyms, not specified herein, are defined in the CAB Forum's Baseline Requirements (BR) and if not specified in the BR, are defined in the Extended Validation (EV) Guidelines.

### 1.6.1 Definitions

- **Affiliate** – A corporation, partnership, joint venture or other entity controlling, controlled by, or under common control with another entity, or an agency, department, political subdivision, or any entity operating under the direct control of a Government Entity.
- **Applicant** – a natural person or Legal Entity that applies for (or seeks renewal of) a Certificate by a CA.
- **Applicant Representative** – A natural person or human sponsor who is either the Applicant, employed by the Applicant, or an authorized agent who has express authority to represent the Applicant: (i) who signs and submits, or approves a certificate request on behalf of the Applicant, and/or (ii) who signs and submits a Subscriber Agreement on behalf of the Applicant, and/or (iii) who acknowledges the Terms of Use on behalf of the Applicant when the Applicant is an Affiliate of the CA or is the CA.
- **Application Software Supplier** – A supplier of Internet browser software or other relying-party application software that displays or uses Certificates and incorporates Root Certificates.
- **Attestation Letter:** A letter attesting that Subject Information is correct written by an accountant, lawyer, government official, or other reliable third party customarily relied upon for such information.
- **Audit Report** – A report from a Qualified Auditor stating the Qualified Auditor's opinion on whether an entity's processes and controls comply with the mandatory provisions of these Requirements.

- **Authorization Domain Name** – The FQDN used to obtain authorization for certificate issuance for a given FQDN to be included in a Certificate. The CA may use the FQDN returned from a DNS CNAME lookup as the FQDN for the purposes of domain validation. If a Wildcard Domain Name is to be included in a Certificate, then the CA MUST remove “\*.\*” from the left-most portion of the Wildcard Domain Name to yield the corresponding FQDN. The CA may prune zero or more Domain Labels of the FQDN from left to right until encountering a Base Domain Name and may use any one of the values that were yielded by pruning (including the Base Domain Name itself) for the purpose of domain validation.
- **Authorized Port** – One of the following ports: 80 (http), 443 (https), 25 (smtp), 22 (ssh).
- **Base Domain Name** – The portion of an applied-for FQDN that is the first Domain Name node left of a registry-controlled or public suffix plus the registry-controlled or public suffix (e.g. "example.co.uk" or "example.com"). For FQDNs where the right-most Domain Name node is a gTLD having ICANN Specification 13 in its registry agreement, the gTLD itself may be used as the Base Domain Name.
- **Baseline Requirements (BR)** – An integrated set of technologies, protocols, identity-proofing, lifecycle management, and auditing requirements issued by the CA/Browser Forum and available at cabforum.org.
- **CAA** – From RFC 6844 (<http://tools.ietf.org/html/rfc6844>): “The Certification Authority Authorization (CAA) DNS Resource Record allows a DNS domain name holder to specify the Certification Authorities (CAs) authorized to issue certificates for that domain. Publication of CAA Resource Records allows a public Certification Authority to implement additional controls to reduce the risk of unintended certificate mis-issue.”
- **CA/Browser Forum (CAB Forum)** – A consortium of certification authorities, vendors of Internet browser software, operating systems, and other PKI-enabled applications that promulgates industry guidelines governing the issuance and management of digital certificates. Details are available at: cabforum.org.
- **Certificate** - digital record that contains information such as the Subscriber’s distinguished name and public key, and the signer's signature and data.
  - **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 Request** – an application for a new Certificate or a renewal of a Certificate.
  - **Certificate Revocation List (CRL)** – periodically published listing of all certificates that have been revoked for use by Relying Parties
  - **Certificate Signing Request (CSR)** – a message sent to the certification authority containing the information required to issue a digital certificate
  - **Certification Authority (CA)** – an entity or organization that is responsible for the authorization, issuance, revocation, and management of a certificate. The term equally applies to Roots CAs and Subordinate CAs.

- **Certificate Policy (CP)** – A set of rules that indicates the applicability of a named Certificate to a particular community and/or PKI implementation with common security requirements.
- **Certification Practice Statement (CPS)** – One of several documents forming the governance framework in which Certificates are created, issued, managed, and used.
- **Cross-Certified Subordinate CA Certificate** – A certificate that is used to establish a trust relationship between two CAs.
- **CSPRNG** – A random number generator intended for use in cryptographic system.
- **Delegated Third Party** - A natural person or Legal Entity that is not the CA but is authorized by the CA, and whose activities are not within the scope of the appropriate CA audits, to assist in the Certificate Management Process by performing or fulfilling one or more of the CA requirements found herein.
- **Domain Authorization Document** – Documentation provided by, or a CA’s documentation of a communication with, a Domain Name Registrar, the Domain Name Registrant, or the person or entity listed in WHOIS as the Domain Name Registrant (including any private, anonymous, or proxy registration service) attesting to the authority of an Applicant to request a Certificate for a specific Domain Namespace.
- **Domain Contact** – The Domain Name Registrant, technical contact, or administrative contact (or the equivalent under a ccTLD) as listed in the WHOIS record of the Base Domain Name or in a DNS SOA record, or as obtained through direct contact with the Domain Name Registrar.
- **Domain Label** – From RFC 8499 (<http://tools.ietf.org/html/rfc8499>): “An ordered list of zero or more octets that makes up a portion of a domain name. Using graph theory, a label identifies one node in a portion of the graph of all possible domain names.
- **Domain Name** – An ordered list of one or more Domain Labels assigned to a node in the Domain Name System.
- **Domain Namespace** – The set of all possible Domain Names that are subordinate to a single node in the Domain Name System.
- **Domain Name Registrant** – Sometimes referred to as the “owner” of a Domain Name, but more properly the person(s) or entity(ies) registered with a Domain Name Registrar as having the right to control how a Domain Name is used, such as the natural person or Legal Entity that is listed as the “Registrant” by WHOIS or the Domain Name Registrar.
- **Domain Name Registrar** – A person or entity that registers Domain Names under the auspices of or by agreement with: (i) the Internet Corporation for Assigned Names and Numbers (ICANN), (ii) a national Domain Name authority/registry, or (iii) a Network Information Center (including their affiliates, contractors, delegates, successors, or assigns).

- **Distinguished Name (DN)** – a globally unique identifier representing a Subject that is used on Certificates and in the Repository
- **EV Certificate** – A certificate that contains subject information specified and validated in accordance with the EV Guidelines.
- **EV Certificate Beneficiaries** – Persons to whom the CA and its Root CA make specified EV Certificate Warranties.
- **EV Guidelines** – Guidelines for the Issuance and Management of Extended Validation Certificates, as defined by the CA/Browser Forum.
- **Extended Key Usage** – An extension in an X.509 certificate to indicate the allowed purpose(s) for the use of the public key. Also referenced or known as “Enhanced Key Usage”.
- **Fully-Qualified Domain Name (FQDN)** – A Domain Name that includes the Domain Labels of all superior nodes in the Internet Domain Name System.
- **Government Entity** – A government-operated legal entity, agency, department, ministry, branch, or similar element of the government of a country, or political subdivision within such country (such as a state, province, city, county, etc.).
- **IP Address** – A 43-bit or 128-bit number assigned to a device that uses the Internet Protocol for communication.
- **Issuing CA** – The first digital certificate issuing authority who issues certificates signed by the root certificate authority (CA).
- **LDH Label** – From RFC 5890 (<http://tools.ietf.org/html/rfc5890>): “A string consisting of ASCII letters, digits, and the hyphen with the further restriction that the hyphen cannot appear at the beginning or end of the string. Like all DNS labels, it’s total length must not exceed 63 octets.”
- **Legal Entity** – An association, corporation, partnership, proprietorship, trust, or government entity that has legal standing in a country’s legal system.
- **Microsoft PKI Policy Authority** – Combination of Microsoft’s Steering and Oversight Committees.
- **Non-Reserved LDH Label** – From RFC 5890 (<http://tools.ietf.org/html/rfc5890>): “The set of valid LDH labels that do not have ‘-’ in the third and fourth positions.”
- **Online CA (OCA)** - a certification authority system which signs end-entity Subscriber Certificates that are operated and maintained in an online state so as to provide continually available certificate signing services. Online CAs reside in segmented, secured, and functionally dedicated networks.
- **P-Label** – A XN-Label that contains valid output of the Punycode algorithm (as defined in RFC 3942, Section 6.3) from the fifth and subsequent positions.

- **Pending Prohibition** – The use of a behavior described with this label is highly discouraged, as it is planned to be deprecated and will likely be designated as **MUST NOT** in the future.
- **Private Key** – The key of a key pair that is kept secret by the holder of the key pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
- **Public Key** – The key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder’s corresponding Private Key.
- **Public Key Infrastructure (PKI)** – A set of hardware, software, people, procedures, rules, policies, and obligations used to facilitate the trustworthy creation, issuance, management, and use of Certificates and keys based on Public Key Cryptography.
- **Random Value** – A value specified by a CA to the Applicant that exhibits at least 112 bits of entropy.
- **Registration Authority (RA)** – Any Legal Entity that is responsible for identification and authentication of Subjects of Certificates, but is not a CA, and hence does not sign or issue Certificates. An RA **MAY** assist in the Certificate application process or revocation process or both. When “RA” is used as an adjective to describe a role or function, it does not necessarily imply a separate body, but can be part of the CA.
- **Registration Identifier** -- the unique code assigned to an Applicant by the Incorporating or Registration Agency in such entity’s Jurisdiction of Incorporation or Registration.
- **Reliable Data Source** – An identification document or source of data used to verify Subject Identity Information that is generally recognized among commercial enterprises and governments as reliable, and which was created by a third party for a purpose other than the Applicant obtaining a Certificate.
- **Relying Party** – a Relying Party is an individual or entity that acts in reliance on a Certificate or digital signature associated with a Certificate.
- **Relying Party Agreement** – an agreement which specifies the stipulations under which a person or organization acts as a Relying Party
- **Repository** – an online database containing publicly-disclosed PKI governance documents (such as Certificate Policies and Certification Practice Statements) and Certificate status information, either in the form of a CRL or an OCSP response.
- **Request Token** – A value derived in a method specified by the CA which binds this demonstration of control to the certificate request.

The Request Token **SHALL** incorporate the key used in the certificate request.

A Request Token MAY include a timestamp to indicate when it was created.

A Request Token MAY include other information to ensure its uniqueness.

A Request Token that includes a timestamp SHALL remain valid for no more than 30 days from the time of creation.

A Request Token that includes a timestamp SHALL be treated as invalid if its timestamp is in the future.

A Request Token that does not include a timestamp is valid for a single use and the CA SHALL NOT re-use it for a subsequent validation.

The binding SHALL use a digital signature algorithm or a cryptographic hash algorithm at least as strong as that to be used in signing the certificate request.

- **Required Website Content** – Either a Random Value or a Request Token, together with additional information that uniquely identifies the Subscriber, as specified by the CA.
- **Reserved IP Address** – An IPv4 or IPv6 address that is contained in the address block of any entry in either of the following IANA registries:
  - [<https://www.iana.org/assignments/iana-ipv4-special-registry/iana-ipv4-special-registry.xhtml>] (<https://www.iana.org/assignments/iana-ipv4-special-registry/iana-ipv4-special-registry.xhtml>)
  - [<https://www.iana.org/assignments/iana-ipv6-special-registry/iana-ipv6-special-registry.xhtml>] (<https://www.iana.org/assignments/iana-ipv6-special-registry/iana-ipv6-special-registry.xhtml>)
- **Root CA** – The top-level CA whose root certificate is distributed by Application Software Suppliers and that issues Subordinate CA Certificates.
- **Signing Service** – an organization that signs an Object on behalf of a Subscriber using a Private Key associated with a Code Signing Certificate.
- **Subject** – The natural person, device, system, unit, or Legal Entity identified in a Certificate as the Subject. The Subject is either the Subscriber or a device under the control and operation of the Subscriber.
- **Subject Identity Information** – Information that identifies the Certificate Subject. Subject Identity Information does not include a Domain Name listed in the ‘subjectAltName’ extension or the Subject ‘commonName’ field.
- **Subscriber** – an individual or end-entity (person, device, or application) that has been issued a Certificate and is authorized to use the Private Key that corresponds to the Public Key in the Certificate
- **Subscriber Agreement** – an agreement containing the terms and conditions that the authorized Subscriber consented to for the use of their issued certificate, containing the private key and corresponding public key.
- **Suspect Code** - code that contains malicious functionality or serious vulnerabilities, including spyware, malware and other code that installs without the user’s consent and/or

resists its own removal, and code that can be exploited in ways not intended by its designers to compromise the trustworthiness of the Platforms on which it executes.

- **Takeover Attack** - an attack where a Signing Service or Private Key associated with the Code Signing Certificate has been compromised by means of fraud, theft, intentional malicious act of the Subject’s agent, or other illegal conduct.
- **Technically Constrained Subordinate CA Certificate** - a Subordinate CA certificate which uses a combination of Extended Key Usage or Name Constraint extensions, as defined within the relevant Certificate Profiles of this document, to limit the scope within which the Subordinate CA Certificate MAY issue Subscriber or additional Subordinate CA Certificates.
- **Terms of Use** – Provisions regarding the safekeeping and acceptable uses of a Certificate issued in accordance with these Requirements when the Applicant/Subscriber is an Affiliate of the CA or is the CA.
- **TimeStamp Authority** – a service operated by the CA or a delegated third party for its own code signing certificate users that timestamps data using a certificate chained to a public root, thereby asserting that the data (or the data from which the data were derived via secure hashing algorithm) existed at the specific time. If the TimeStamp Authority is delegated to a third party, the CA is responsible that the delegated authority complies with the CAB Code Signing Requirements.
- **Transport Layer Security (TLS)/Secure Socket Layer (SSL)** – a security protocol that is widely used in the Internet, for the purpose of authentication and establishing secure sessions
- **Trusted Role** – An employee or contractor of a CA or Delegated Third Party who has authorized access to or control over CA Operations.
- **Wildcard Certificate** – A Certificate containing at least one Wildcard Domain Name in the Subject Alternative Names in the Certificate.
- **Wildcard Domain Name** – A string starting with “\\*.” (U+002A ASTERISK, U+002E FULL STOP) immediately followed by a Fully-Qualified Domain Name.
- **XN-Label** – From RFC 5890 (<http://tools.ietf.org/html/rfc5890>): “The class of labels that begin with the prefix “xn- -“ (case independent), but otherwise conform to the rules for LDH Labels.”

### 1.6.2 Acronyms

Term	Definition
AICPA	American Institute of Certified Public Accountants

<b>ADN</b>	Authorization Domain Name
<b>CA</b>	Certification Authority
<b>CAA</b>	Certification Authority Authorization
<b>ccTLD</b>	Country Code Top-Level Domain
<b>CICA</b>	Canadian Institute of Chartered Accountants
<b>CP</b>	Certificate Policy
<b>CPS</b>	Certification Practice Statement
<b>CRL</b>	Certificate Revocation List
<b>DBA</b>	Doing Business As
<b>DNS</b>	Domain Name System
<b>FIPS</b>	(US Government) Federal Information Processing Standard
<b>FQDN</b>	Fully-Qualified Domain Name
<b>IM</b>	Instant Messaging
<b>IANA</b>	Internet Assigned Numbers Authority
<b>ICANN</b>	Internet Corporation for Assigned Names and Numbers
<b>ISO</b>	International Organization for Standardization
<b>NIST</b>	(US Government) National Institute of Standards and Technology
<b>OCSP</b>	Online Certificate Status Protocol
<b>OID</b>	Object Identifier
<b>PKI</b>	Public Key Infrastructure
<b>RA</b>	Registration Authority
<b>S/MIME</b>	Secure MIME (Multipurpose Internet Mail Extension)

<b>SSL</b>	Secure Socket Layer
<b>TLS</b>	Transport Layer Security
<b>VoIP</b>	Voice Over Internet Protocol

### 1.6.3 References

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

FIPS 140-2, Federal Information Processing Standards Publication - Security Requirements For Cryptographic Modules, Information Technology Laboratory, National Institute of Standards and Technology, May 25, 2001.

FIPS 186-4, Federal Information Processing Standards Publication - Digital Signature Standard (DSS), Information Technology Laboratory, National Institute of Standards and Technology, July 2013.

RFC2119, Request for Comments: 2119, Key words for use in RFCs to Indicate Requirement Levels, Bradner, March 1997.

RFC2527, Request for Comments: 2527, Internet X.509 Public Key Infrastructure: Certificate Policy and Certification Practices Framework, Chokhani, et al, March 1999.

RFC3492, Request for Comments: 3492, Punycode: A Bootstring encoding of Unicode for Internationalized Domain Names in Applications (IDNA). A. Costello. March 2003.

RFC3647, Request for Comments: 3647, Internet X.509 Public Key Infrastructure: Certificate Policy and Certification Practices Framework, Chokhani, et al, November 2003.

RFC3912, Request for Comments: 3912, WHOIS Protocol Specification, Daigle, September 2004.

RFC3986, Request for Comments: 3986, Uniform Resource Identifier (URI): Generic Syntax. T. Berners-Lee, et al. January 2005.

RFC4366, Request for Comments: 4366, Transport Layer Security (TLS) Extensions, Blake-Wilson, et al, April 2006.

RFC5019, Request for Comments: 5019, The Lightweight Online Certificate Status Protocol (OCSP) Profile for High-Volume Environments, A. Deacon, et al, September 2007.

RFC5280, Request for Comments: 5280, Internet X.509 Public Key Infrastructure: Certificate and Certificate Revocation List (CRL) Profile, Cooper et al, May 2008.

RFC5890, Request for Comments: 5890, Internationalized Domain Names for Applications (IDNA): Definitions and Document Framework. J. Klensin. August 2010.

RFC5952, Request for Comments: 5952, A Recommendation for IPv6 Address Text Representation. S. Kawamura, et al. August 2010.

RFC6960, Request for Comments: 6960, X.509 Internet Public Key Infrastructure Online Certificate Status Protocol - OCSP. Santesson, Myers, Ankney, Malpani, Galperin, Adams, June 2013.

RFC6962, Request for Comments: 6962, Certificate Transparency. B. Laurie, A. Langley, E. Kasper. June 2013.

RFC7231, Request For Comments: 7231, Hypertext Transfer Protocol (HTTP/1.1): Semantics and Content, R. Fielding, J. Reschke. June 2014.

RFC7538, Request For Comments: 7538, The Hypertext Transfer Protocol Status Code 308 (Permanent Redirect), J. Reschke. April 2015.

RFC7482, Request for Comments: 7482, Registration Data Access Protocol (RDAP) Query Format, Newton, et al, March 2015.

RFC8499, Request for Comments: 8499, DNS Terminology. P. Hoffman, et al. January 2019.

RFC8659, Request for Comments: 8659, DNS Certification Authority Authorization (CAA) Resource Record, Hallam-Baker, Stradling, Hoffman-Andrews, November 2019.

WebTrust for Certification Authorities, SSL Baseline with Network Security, Version 2.3, available at <https://www.cpacanada.ca/-/media/site/business-and-accounting-resources/docs/webtrust/wt-pcca-ss-lbns2-3.pdf>.

X.509, Recommendation ITU-T X.509 (10/2012) | ISO/IEC 9594-8:2014 (E), Information technology – Open Systems Interconnection – The Directory: Public-key and attribute certificate frameworks.

#### **1.6.4 Conventions**

The key words “MUST”, “MUST NOT”, “REQUIRED”, “SHALL”, “SHALL NOT”, “SHOULD”, “SHOULD NOT”, “RECOMMENDED”, “MAY”, and “OPTIONAL” in these Requirements SHALL be interpreted in accordance with RFC 2119.

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

### **2.1 REPOSITORIES**

A public Repository of CA information and associated policy documents is located at <https://www.microsoft.com/pkiops/docs/repository.htm>.

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

This CPS conforms to the Internet Engineering Task Force (IETF) RFC 3647 standards for the creation of Certificate Policy (CP) and Certification Practices Statement (CPS) documents and

complies with the current Baseline Requirements for the Issuance and Management of Publicly-Trusted Certificates (“Baseline Requirements”) from the Certificate Authority and Browser Forum (CAB Forum) at <http://www.cabforum.org>.

In the event of an inconsistency between this document and the governing industry requirements, this document takes precedence.

A web-based repository is available on a 24x7 basis to all Relying Parties who wish to access this CPS or other information from Microsoft PKI Services. The repository SHALL contain the current versions of this CPS and accompanying CP, a fingerprint of the established Root CAs, current CRLs, qualified Auditor Reports, Subscriber and Relying Party Agreements, a Privacy Statement, and other Terms of Use information.

The CA SHALL host test Web pages that allow Application Software Suppliers to test their software with Subscriber Certificates that chain up to each publicly trusted Root Certificate. At a minimum, the CA SHALL host separate Web pages using Subscriber Certificates that are (i) valid, (ii) revoked, and (iii) expired.

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

The CA SHALL annually review their CP and CPS and compare it with the CAB Forum’s Baseline Requirements for any modifications.

Updates SHALL be published annually, in accordance with Section 1.5, and the document version number SHALL be incremented to account for the annual review and potential content revisions.

New versions of this CPS and respective CP documents will become effective immediately for all participants listed in Section 1.3.

The CA offers CRLs showing the revocation of Microsoft PKI Services Certificates and offers status checking through the online repository. CRLs will be published in accordance with Section 4.9.6 and Section 4.9.7.

## **2.4 ACCESS CONTROLS ON REPOSITORIES**

CAs SHALL not limit access to this CP, their CPS, Certificates, CRLs and Certificate status information. CAs SHALL however implement controls to prevent unauthorized adding, modifying or deleting of repository entries.

# **3. IDENTIFICATION AND AUTHENTICATION**

## **3.1 NAMING**

### **3.1.1 Type of Names**

Certificates SHALL be issued in accordance with the X.509 standard. CA Certificates SHALL generate and sign certificates containing a compliant distinguished name (DN) in the Issuer and Subject name fields; the DN MAY contain domain component elements. EV SSL, EV Code

Signing, domain-validated, and organization-validated SSL Subscriber Certificates MUST contain Subject Alternative Name (SAN). Naming values for EV SSL, EV Code Signing, and domain-validated and organization-validated SSL Certificates conform with the governing CA/Browser Forum Guidelines published at [www.cabforum.org](http://www.cabforum.org). The certificate profiles for specifying names SHALL conform with requirements in Section 7.

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

Distinguished names SHALL identify both the entity (i.e. person, organization, device, or object) that is the subject of the Certificate and the entity that is the issuer of the Certificate.

### **3.1.3 Anonymity or Pseudonymity of Subscribers**

No Stipulation

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

No Stipulation

### **3.1.5 Uniqueness of Names**

No Stipulation

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

Certificate Applicants SHALL NOT use names in their Certificate Application or Certificate Request that infringes upon the intellectual property and commercial rights of entities outside of their authority. Microsoft PKI Services does not determine whether Certificate Applicants have intellectual property rights in the name used in a Certificate Application, nor does Microsoft PKI Services resolve any dispute concerning the ownership of a domain name or trademark. Microsoft PKI Services may reject any Certificate Application and revoke any Certificate because of such a dispute.

## **3.2 INITIAL IDENTITY VALIDATION**

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

The Registration and/or Issuance process SHALL involve procedures in which the Applicant demonstrates possession of the Private Key by using a self-signed PKCS#10 request, an equivalent cryptographic mechanism, or a different method approved by the CA.

### **3.2.2 Authentication of Organization Identity**

The CA SHALL verify the identity of an organization or domain, and the Applicant's authority to request Certificates on behalf of the organization or domain, in accordance with procedures set forth in this CPS and the CAB Forum's Baseline Requirements.

#### **3.2.2.1 Identity**

If the Subject Identity Information is to include the name or address of an organization, the CA SHALL verify the identity and address of the organization and that the address is the Applicant's address of existence or operation. The CA SHALL verify the identity and address of the

Applicant using documentation provided by, or through communication with at least one of the following:

1. A government agency in the jurisdiction of the Applicant's legal creation, existence, or recognition;
2. A third-party database that is periodically updated and considered a Reliable Data Source;
3. A site visit by the CA or a third party who is acting as an agent for the CA; or
4. An Attestation Letter.

The CA MAY use the same documentation or communication described in 1 through 4 above to verify both the Applicant's identity and address.

Alternatively, the CA MAY verify the address of the Applicant (but not the identity of the Applicant) using a utility bill, bank statement, credit card statement, government-issued tax document, or other form of identification that the CA determines to be reliable.

#### **3.2.2.2 DBA/Tradename**

If the Subject Identity information includes a DBA or tradename, the CA SHALL use the same verification procedures and criteria as in Section 3.2.2.1 to verify the Applicant's right to use the DBA/tradename.

#### **3.2.2.3 Verification of Country**

If the subject:countryName field is present, then the CA SHALL verify the country associated with the Subject using any method in Section 3.2.2.1.

#### **3.2.2.4 Validation of Domain Authorization or Control**

Microsoft PKI Services SHALL confirm that, before a Certificate gets issued, the Fully-Qualified Domain Name (FQDN) and/or its accompanying Domain Namespace MUST be validated for use in the Certificate by one or more of the methods listed below.

The validation process must be initiated within the allowed time-period specified in the relevant requirement, such as Section 3.3.1 of this CPS.

Microsoft PKI Services currently utilizes the following methods as detailed in the Baseline Requirements:

- 3.2.2.4.2 Email, Fax, SMS, or Postal Mail to Domain Contact;
- 3.2.2.4.4 Constructed Email to Domain Contact;

For each method Microsoft PKI Services will follow a documented process and maintain records noting the method(s) used for each issuance.

The domain contact for Microsoft owned domains is identified from the Domain Name Registrar used by Microsoft. Any other domain contact is identified from public whois information. If domain contact is not available from the Domain Name Registrar or public whois data, the

contact will be created by using 'admin', 'administrator', 'webmaster', 'hostmaster', or 'postmaster' as the local part, followed by the at-sign ("@"), followed by an Authorization Domain Name. An email with a random value is sent to the domain contact from the previous steps. The random value SHALL be unique and SHALL remain valid for use in a confirming response for no more than 30 days from its creation. The domain contact must provide the random value to prove ownership. The email MAY be re-sent in its entirety, including the re-use of the Random Value, provided that its entire contents and recipient SHALL remain unchanged.

Microsoft PKI Services does not issue certificates for FQDNs that contain “onion” as the rightmost Domain Label.

#### **3.2.2.5 Authentication for an IP Address**

Microsoft PKI Services does not issue to IP Addresses from CAs governed by this CPS.

#### **3.2.2.6 Wildcard Domain Validation**

Using a documented process, Microsoft PKI Services will refuse issuance if a wildcard character in a CN or subjectAltName of type DNS-ID occurs in the first label position to the left of a “registry-controlled” label or “public suffix” (e.g. “.com”, “.co.uk”). Upon receiving an application for a wildcard certificate as described in the previous sentence, if the FQDN portion of the Wildcard Domain Name is “registry-controlled” or is a “public suffix, Microsoft PKI Services will only allow issuance after an applicant proves its rightful control of the entire Domain Namespace.

#### **3.2.2.7 Data Source Accuracy**

Prior to using any data source as a Reliable Data Source, the CA SHALL evaluate the source for its reliability, accuracy, and resistance to alteration or falsification.

The criteria for this evaluation SHOULD include:

1. The age of the information provided
2. The frequency of updates to the information source
3. The data provider and purpose of the data collection
4. The public accessibility of the data availability, and
5. The relative difficulty in falsifying or altering the data.

Databases maintained by the CA, its owner, or its affiliated companies do not qualify as a Reliable Data Source if the primary purpose of the database is to collect information for the purpose of fulfilling the validation requirements under this Section 3.2.2.

#### **3.2.2.8 CAA Records**

Microsoft PKI Services policy on checking CAA records is stated in Section 4.2.4.

### **3.2.3 Authentication of Individual Identity**

Microsoft PKI Services does not issue certificates to natural persons from CAs governed by this CPS.

### **3.2.4 Non-Verified Subscriber Information**

Microsoft PKI Services does not verify the following subscriber information:

- Organization identity for Domain Validated certificates;
- Any other information not designated as verified.

### **3.2.5 Validation of Authority**

Microsoft PKI Services shall verify authority for all certificate requests using a Reliable Method of Communication as described in the Baseline Requirements. For Domain Validated or Organization Validated requests, Microsoft PKI Services shall verify this authority utilizing one or more methods as described in the Baseline Requirements.

Microsoft PKI Services will allow an Applicant to limit authority to a list of authorized individuals. The limitation to authorized individuals is complete once Microsoft PKI Services notifies Applicant that the specified limitations have been approved. Microsoft PKI Services SHALL NOT accept any certificate requests that are outside of the Applicant's specification. Microsoft PKI Services SHALL provide an Applicant with a list of its authorized certificate requesters upon the Applicant's verified written request.

### **3.2.6 Criteria for Interoperation**

The CA SHALL disclose, in our public repository, all Cross Certificates that identify a Microsoft PKI Services CA as the Subject, provided that the CA arranged for or accepted the establishment of the trust relationship (i.e. the Cross Certificate at issue).

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

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

CAs SHALL treat certificate re-key requests identical to applications for new certificates and perform the same identity-proofing processes as described in Section 3.2.2. Routine re-key of the CA Certificates SHALL be performed in accordance with the established Key Generation process in Section 6.1 of this CPS.

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

Revoked or Expired Certificates SHALL require a new enrollment. Applicants MUST submit a new Certificate Request and be subject to the same Identification and Authentication requirements as first-time Applicants, as specified in Section 3.2.2 of this CPS.

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

A Certificate Revocation Request that is submitted electronically (e.g. via API) MAY be authenticated and approved, providing the request comes from the subscriber or an approved authority.

Revocation requests which are not made electronically are evaluated on a case by case basis. If identification and authentication are required, Microsoft PKI Services selects these procedures based on the circumstances of the request and follows a documented process (such as per Section 3.2.2 of this CPS).

Identification and authentication is not required in cases where the revocation request is made by Microsoft PKI Services or where the request is made by reference to a revocation reason that is independent of the requester's identity.

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

### **4.1 CERTIFICATE APPLICATION**

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

No individual or entity listed on a government denied list, list of prohibited persons or other list that prohibits doing business with such organization or person under the laws of the United States may submit an application for a Certificate.

Applicants or authorized Certificate Requestors who are not included in any of the previous lists MAY submit a Certificate Application provided the Certificate Request meets the requirements set forth in the CP, this CPS, and the CA/Browser Forum's Baseline Requirements published at [www.cabforum.org](http://www.cabforum.org).

In accordance with Section 5.5.2, the CA SHALL maintain an internal database of all previously revoked Certificates and previously rejected certificate requests due to suspected phishing or other fraudulent usage or concerns. The CA SHALL use this information to identify subsequent suspicious certificate requests.

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

Prior to the issuance of a Certificate, an Applicant SHALL undergo an enrollment process which, at minimum, includes:

1. Completing and submitting a digitally signed Certificate Request;
2. Consenting to a Subscriber Agreement, which MAY be an electronic acknowledgement;
3. Paying any applicable fees.

Certificate Applicants are required to fully comply with the requirements for the requested products prior to Certificate issuance.

## 4.2 CERTIFICATE APPLICATION PROCESSING

### 4.2.1 Performing Identification and Authentication Functions

Certificate Applications are reviewed and processed, per the Identification and Authentication requirements in Section 3.2.2.

The certificate request MAY include all factual information about the Applicant to be included in the Certificate, and such additional information as is necessary for MS PKI Services to obtain from the Applicant in order to comply with the BRs and MS PKI Services' Certificate Policy or Certification Practice Statement. In cases where the certificate request does not contain all the necessary information about the Applicant, MS PKI Services SHALL obtain the remaining information from the Applicant or, having obtained it from a reliable, independent, third-party data source, confirm it with the Applicant. The CA SHALL establish and follow a documented procedure for verifying all data requested for inclusion in the Certificate by the Applicant.

Applicant information MUST include, but not be limited to, at least one Fully-Qualified Domain Name to be included in the Certificate's subjectAltNameextension.

Section 6.3.2 limits the validity period of Subscriber Certificates. MS PKI Services MAY use the documents and data provided in Section 3.2.2 to verify certificate information, or may reuse previous validations themselves, provided that MS PKI Services obtained the data or document from a source specified under Section 3.2 or completed the validation itself no more than 825 days prior to issuing the Certificate.

For validation of Domain Names according to Section 3.2.2.4 any reused data, document, or completed validation MUST be obtained no more than 398 days prior to issuing the Certificate.

In no case may a prior validation be reused if any data or document used in the prior validation was obtained more than the maximum time permitted for reuse of the data or document prior to issuing the Certificate.

After the change to any validation method specified in the Baseline Requirements, MS PKI Services may continue to reuse validation data or documents collected prior to the change, or the validation itself, for the period stated in the BR Section 4.2.1 unless otherwise specifically provided in a ballot.

Microsoft PKI Services SHALL develop, maintain, and implement documented procedures that identify and require additional verification activity for High Risk Certificate Requests prior to the Certificate's approval, as reasonably necessary to ensure that such requests are properly verified under these Requirements.

Microsoft PKI Services does not use Delegated Third Parties to fulfill any of the obligations under this section of the BR.

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

Submitted Certificate applications **MUST** be reviewed and approved by the CA or appointed RA prior to issuance. Certificate Applications **MAY** be approved if the requirements of Section 3.2.2 and CAB Forum Requirements and Guidelines are met.

The Certificate Application **MAY** be rejected for any of, but not limited to, the following reasons:

- Applicant or Subscriber information is unable to be verified, per Section 3.2.2;
- The CA deems the certificate issuance **MAY** negatively impact the CA's business or reputation;
- Failure to consent to the Subscriber Agreement;
- Failure to provide Payment;
- The Certificate Request contains an Internal Name with a gTLD that ICANN has either announced or **MAY** consider making operational, per information from the following location: <https://gtldresult.icann.org/application-result/applicationstatus/viewstatus>.
- The Certificate Request contains an IP Address (see Section 3.2.2.5).

The CA reserves the right to not disclose reasons for refusal.

Applications for subordinate CAs are not approved unless the CA in question will be operated by Microsoft or one of its affiliates and will be governed by the CP and this CPS.

Microsoft PKI Services **SHALL NOT** issue publicly trusted Certificates to Internal Names or Reserved IP Addresses.

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

Certification applications **SHALL** be processed within a commercially reasonable time frame. The CA **SHALL** not be responsible for processing delays initiated by the Applicant or from events outside of the CA's control.

#### **4.2.4 Verification of CAA Records**

As part of the issuance process, Microsoft PKI Services checks for a CAA record for each dNSName in the subjectAltName extension of the Certificate to be issued, according to the procedure in RFC 8659, following the processing instructions set down in RFC 8659 for any records found. This stipulation does not prevent Microsoft PKI Services from checking CAA records at any other time.

If Microsoft PKI Services issues, it does so within the TTL of the CAA record, or 8 hours, whichever is greater.

Subscribers who wish to authorize Microsoft PKI Services to issue Certificates for their FQDNs should include a CAA record property "issue" or "issuewild", which contains the value "microsoft.com" in their respective DNS zone.

Subscribers who already have CAA entries in their respective DNS zone and need a Certificate from Microsoft PKI Services must add a CAA record property “issue” or “issuewild”, which includes the value "microsoft.com".

When processing CAA records, Microsoft PKI Services MUST process the issue, issuewild, and iodef property tags as specified in RFC 8659, although they are not required to act on the contents of the iodef property tag.

Additional property tags MAY be supported but MUST NOT conflict with or supersede the mandatory property tags set out in this document.

Microsoft PKI Services MUST respect the critical flag and not issue a Certificate if they encounter an unrecognized property with this flag set.

RFC 8659 requires that MS PKI Services MUST NOT issue a certificate unless the CA determines that either:

- (1) the certificate request is consistent with the applicable CAA RRset or
- (2) an exception specified in the relevant CP or CPS applies.

Microsoft PKI Services MAY decide not to check for a CAA record:

- For certificates for which a Certificate Transparency pre-certificate was created and logged in at least two public logs, and for which CAA was checked;
- For certificates issued by a Technically Constrained Subordinate CA Certificate as set out in Baseline Requirements section 7.1.5, where the lack of CAA checking is an explicit contractual provision in the contract with the Applicant;

Microsoft PKI Services is permitted to treat a record lookup failure as permission to issue if:

- the failure is outside of the CA’s infrastructure;
- the lookup has been retried at least once; and
- the domain's zone does not have a DNSSEC validation chain to the ICANN root.

Microsoft PKI Services documents potential issuances that were prevented by a CAA record in sufficient detail to provide feedback to the CAB Forum on the circumstances.

CAA record checking results are logged in certificate lifecycle management event logs (see Section 5.4.1).

URL schemes in the iodef record other than mailto: or https: are not supported.

Microsoft PKI Services may choose to limit issuance according to RFC 8657.

## **4.3 CERTIFICATE ISSUANCE**

### **4.3.1 CA Actions During Certificate Issuance**

The source of the Certificate Request SHALL be verified before issuance. Certificates are generated, issued and distributed only after the CA or RA performs the required identification and authentication steps in accordance with Section 3. Certificates SHALL be checked to ensure that all fields and extensions are properly populated. Exceptions to defined Certificate Policies MUST be approved by the Microsoft PKI Policy Authority.

Certificate issuance by a Root CA requires a CA system operator to deliberately issue a direct command in order for the Root CA to perform a certificate signing operation.

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

Upon issuance, Subscribers SHALL be notified via an email or another agreed upon method, with information about the issued Certificate.

## **4.4 CERTIFICATE ACCEPTANCE**

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

A Subscriber's receipt of a Certificate and subsequent use of the Certificate and its key pair constitutes Certificate acceptance. It is the sole responsibility of the Subscriber to install the issued Certificate on their designated system.

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

Certificates SHALL be published in the Repository.

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

No Stipulation

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

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

Use of the Private Key corresponding to the Public Key in the Certificate SHALL only be permitted once the Subscriber has agreed to the Subscriber agreement and accepted the Certificate.

Subscribers and CAs SHALL use their Private Keys for the purposes as constrained by the extensions (such as key usage, extended key usage, certificate policies, etc.) in the Certificates issued to them.

Subscribers SHALL protect their Private Keys from unauthorized use and discontinue use of the Private Key following expiration or revocation of the Certificate.

Subscribers SHALL contact the issuing entity if the Private Key is compromised.

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

Relying parties SHALL use Public Key certificates and associated Public Keys for the sole purposes as constrained by the CP or this CPS and Certificate extensions (such as key usage, extended key usage, certificate policies, etc.) in the Certificates. Relying Parties are subject to the terms of the Relying Party Agreement on the public repository and responsibly verify the validity of the Certificate, including revocation status, prior to trusting any Certificate.

#### **4.6 CERTIFICATE RENEWAL**

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

Subscribers are responsible for the renewal of Certificates to maintain service continuity.

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

Certificate Renewals MAY be requested by the Subscriber or an authorized agent, providing the Renewal Request meets the requirements set forth in this CPS, the governing CP, and the CA/Browser Forum's Baseline Requirements published at [www.cabforum.org](http://www.cabforum.org).

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

Renewal requests follow the same validation and authentication procedures as a new Certificate Request and MAY re-use the information provided with the original Certificate Request, for means of verification. If for any reason re-verification fails, the certificate SHALL not be renewed and be subject to new key generation, in accordance with Section 6.1.1.

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

Certificate Renewals SHALL follow the same notification method as a new certificate, in accordance with Section 4.3.2.

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

Certificate Renewals SHALL follow the same acceptance method as a new certificate, in accordance with Section 4.4.1.

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

Certificate Renewals SHALL follow the same publication method as a new certificate, in accordance with Section 4.4.2.

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

Certificate notifications to other entities SHALL follow the same entity notification method as a new certificate, in accordance with Section 4.4.3.

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

CAs SHALL treat certificate re-key requests identical to applications for new certificates and perform the same identity-proofing processes, as described in Section 3.2.2, and the same acceptance methods, as described in Section 4.4. Routine re-key of the CA certificates SHALL

be performed in accordance with the established key generation process of Section 6.1 in this CPS.

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

No Stipulation

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

No Stipulation

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

No Stipulation

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

No Stipulation

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

No Stipulation

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

No Stipulation

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

No Stipulation

### **4.8 CERTIFICATE MODIFICATION**

Modification to an issued Certificate's details is not permitted. The certificate MUST first be revoked, core subscriber information must remain the same (domain name, DUNS/SSN, etc.), and only inconsequential information must have changed (email address, phone number, etc), before modifications to the Subscriber information are allowed. The replacement certificate doesn't require the same identity and authentication procedures as a new Applicant (as in Section 4.2.1) and SHALL be issued with new validity dates.

#### **4.8.1 Circumstance for Certificate Modification**

No stipulation

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

No stipulation

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

No stipulation

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

No stipulation

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

No stipulation

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

No stipulation

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

No stipulation

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

#### **4.9.1 Circumstances for Revocation**

##### **4.9.1.1 Reasons for Revoking a Subscriber Certificate**

Microsoft PKI Services SHALL revoke a Certificate within 24 hours and use the corresponding CRLReason (see Section 7.2.2) if one or more of the following occurs (and Microsoft PKI Services gains actual knowledge of it):

1. The Subscriber requests in writing, without specifying a CRLReason, that the MS PKI revoke the Certificate (CRLReason “unspecified (0)” which results in no reasonCode extension being provided in the CRL);
2. The Subscriber notifies MS PKI that the original certificate request was not authorized and does not retroactively grant authorization (CRLReason #9, privilegeWithdrawn);
3. MS PKI obtains evidence that the Subscriber’s Private Key corresponding to the Public Key in the Certificate suffered a Key Compromise (CRLReason #1, keyCompromise);
4. MS PKI is made aware of a demonstrated or proven method that can easily compute the Subscriber’s Private Key based on the Public Key in the Certificate (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>) (CRLReason #1, keyCompromise);
5. MS PKI obtains evidence that the validation of domain authorization or control for any Fully-Qualified Domain Name or IP address in the Certificate should not be relied upon (CRLReason #4, superseded).

Microsoft PKI Services SHOULD revoke a certificate within 24 hours and MUST revoke a Certificate within 5 days and use the corresponding CRLReason if one or more of the following occurs (and Microsoft PKI Services gains actual knowledge of it):

6. The Certificate no longer complies with the requirements of Section 6.1.5 and Section 6.1.6 (CRLReason #4, superseded);
7. MS PKI obtains evidence that the Certificate was misused (CRLReason #9, privilegeWithdrawn);
8. MS PKI is made aware that a Subscriber has violated one or more of its material obligations under the Subscriber Agreement or Terms of Use (CRLReason #9,

privilegeWithdrawn);

9. MS PKI is made aware of any circumstance indicating that use of a Fully-Qualified Domain Name or IP address in the Certificate is no longer legally permitted (e.g. a court or arbitrator has revoked a Domain Name Registrant's right to use the Domain Name, a relevant licensing or services agreement between the Domain Name Registrant and the Applicant has terminated, or the Domain Name Registrant has failed to renew the Domain Name) (CRLReason #5, cessationOfOperation);
10. MS PKI is made aware that a Wildcard Certificate has been used to authenticate a fraudulently misleading subordinate Fully-Qualified Domain Name (CRLReason #9, privilegeWithdrawn);
11. MS PKI is made aware of a material change in the information contained in the Certificate (CRLReason #9, privilegeWithdrawn);
12. MS PKI is made aware that the Certificate was not issued in accordance with the BRs, MS PKI's Certificate Policy or this Certification Practice Statement (CRLReason #4, superseded);
13. MS PKI determines or is made aware that any of the information appearing in the Certificate is inaccurate (CRLReason #9, privilegeWithdrawn);
14. MS PKI's right to issue Certificates under the BR expires or is revoked or terminated, unless MS PKI has made arrangements to continue maintaining the CRL/OCSP Repository (CRLReason "unspecified (0)" which results in no reasonCode extension being provided in the CRL);
15. Revocation is required by MS PKI's Certificate Policy or this Certification Practice Statement for a reason that is not otherwise required to be specified by this section 4.9.1.1 CRLReason "unspecified (0)" which results in no reasonCode extension being provided in the CRL); or
16. The CA is made aware of a demonstrated or proven method that exposes the Subscriber's Private Key to compromise or if there is clear evidence that the specific method used to generate the Private Key was flawed (CRLReason #1, keyCompromise).

#### **4.9.1.2 Reasons for Revoking a Subordinate CA Certificate**

A Subordinate CA Certificate SHALL be revoked within seven (7) days if one or more of the circumstances in Section 4.9.1.1 or additional items specified in the CAB Forum Baseline Requirements occur.

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

Certificate revocations MAY be requested from the authorized Subscribers, RAs, or the CA. Third parties MAY also submit Certificate Problem Reports to the Issuing CA, if one or more of the circumstances in 4.9.1.1 occur that suggests reasonable cause to revoke the certificate.

### 4.9.3 Procedure for Revocation Request

The CA MAY process revocation requests using at least the following steps:

1. CA SHALL log the identity of the entity submitting the request or Certificate Problem Report and the reason for requesting revocation; to include, CA's reasons for revocation;
2. CA MAY request authorization of the revocation request from the Subscriber or designated contact;
3. CA SHALL authenticate the entity making the request, per Section 4.9.2;
4. If a request is received from a third party, CA personnel SHALL initiate an investigation within 24 hours of receipt of the request to determine if a revocation is applicable, based on the criteria in Section 4.9.5;
5. CA SHALL verify the requested revocation reason aligns with those in Section 4.9.1.1 or 4.9.1.2;
6. If CA determines that revocation is appropriate; CA personnel MAY revoke the certificate and update the CRL.

CA SHALL maintain a 24x7 availability to internally respond to any high priority revocation requests. If appropriate, CA MAY forward complaints to law enforcement.

Instructions for requesting a revocation:

- Microsoft PKI Services provides revocation request instructions directly to subscribers.
- For everyone else please contact via email at [CentralPKI@microsoft.com](mailto:CentralPKI@microsoft.com).

#### 4.9.3.1 Revocation Reason Codes

Microsoft PKI Services follows Mozilla's Root Store Policy when populating the reasonCode extension of CRL entries for the revocation of end-entity TLS certificates.

Third parties including Subscribers and Relying Parties are required to select the appropriate reason code as defined in Mozilla's Root Store Policy when submitting a revocation request.

For revocation requests made electronically via API, the reason code can be selected during the API workflow.

##### 4.9.3.1.1 Reason Codes Available to Third Parties

The following reason codes can be selected by third parties.

###### **keyCompromise (RFC 5280, CRLReason #1)**

This reason code is used if either of the following applies:

- The Subscriber requests revocation for this revocation reason;

- Microsoft PKI Services obtains verifiable evidence that the certificate subscriber's private key corresponding to the public key in the certificate suffered a key compromise (as outlined in Section 4.9.12).
- There is a demonstrated or proven method that exposes the Subscriber's private key to a key compromise;
- Anyone requesting revocation for keyCompormise has previously demonstrated or can currently demonstrate possession of the private key of the certificate;
- There is clear evidence that that the specific method used to generate the private key was flawed; or
- There is a demonstrated or proven method that can easily compute the certificate subscriber's private key based on the public key in the certificate (e.g Debian weak key).

#### **cessationOfOperation (RFC 5280, CRLReason #5)**

This reason code is used if either of the following applies:

- The Subscriber no longer controls, or is no longer authorized to use, all of the domain names in the certificate;
- The Subscriber will no longer be using the certificate because they are discontinuing their website; or
- There are circumstances indicating that use of a fully qualified domain name in the certificate is no longer legally permitted.

#### **affiliationChanged (RFC 5280, CRLReason #3)**

This reason code is used if:

- The subject's name or other subject identity information in the certificate has changed, but there is no cause to suspect that the certificate's private key has been compromised.

#### **Superseded (RFC 5280, CRLReason #4)**

This reason code is used if either of the following applies:

- The Subscriber requests revocation for this revocation reason;
- The Subscriber has requested a new certificate to replace an existing certificate;
- There is reasonable evidence that the validation of domain authorization or control for any fully qualified domain name in the certificate should not be relied upon; or
- The certificate does not comply with a relevant root program policy, the CA/Browsers Forum's Baseline Requirements, or Microsoft PKI Service's CP or CPS.

#### **No Reason Code**

No reason code is included for revocation where none of the reasons in this section apply. If the certificate is revoked for a reason not listed in 4.9.3.1.1 or 4.9.3.1.2 the reasonCode extension MUST NOT be provided in the CRL.

#### **Multiple Revocation Reasons**

If the situation is that multiple revocation reasons apply, the revocation reason of higher priority (as per this priority list) should be indicated.

1. keyCompromise (RFC 5280, CRLReason #1)
2. privilegeWithdrawn (RFC 5280, CR Reason #9)
3. cessationOfOperation (RFC 5280, CRLReason #5)
4. affiliationChanged (RFC 5280, CRLReason #3)
5. superseded (RFC 5280, CRLReason #4)

#### **4.9.3.1.2 Reason Codes Only Available to Microsoft PKI Services**

In addition to the reason codes listed above, Microsoft PKI Services may use the reason code provided below.

##### **privilegeWithdrawn (RFC 5280, CRLReason #9)**

This reason code is used if either of the following applies:

- The certificate was misused;
- The Subscriber has violated one or more of its material obligations under the Subscriber Agreement;
- Microsoft PKI Services is made aware of a material change in the information contained in the certificate;
- Microsoft PKI Services determines or is made aware that any of the information appearing in the certificate is inaccurate; or
- Microsoft PKI Services is made aware that the original certificate request was not authorized and that the Subscriber does not retroactively grant authorization.

#### **4.9.4 Revocation Request Grace Period**

Subscribers are required to request revocation within a commercially reasonable amount of time after detecting the loss or compromise of the Private Key (within 24 hours is recommended).

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

Within 24 hours after receiving a Certificate Problem Report, Microsoft PKI Services SHALL investigate the facts and circumstances related to a Certificate Problem Report and provide a preliminary report on its findings to both the Subscriber and the entity who filed the Certificate Problem Report.

After reviewing the facts and circumstances, Microsoft PKI Services SHALL work with the Subscriber and any entity reporting the Certificate Problem Report or other revocation-related notice to establish whether the certificate will be revoked, and if so, a date on which the CA will revoke the certificate.

The period from receipt of the Certificate Problem Report or revocation-related notice to published revocation MUST NOT exceed the time frame set forth in Section 4.9.1.1.

The date selected by MS PKI Services will consider the following criteria:

1. The nature of the alleged problem (scope, context, severity, magnitude, risk of harm);
2. The consequences of revocation (direct and collateral impacts to Subscribers and Relying Parties);

3. The number of Certificate Problem Reports received about a particular Certificate or Subscriber;
4. The entity making the complaint (for example, a complaint from a law enforcement official that a Web site is engaged in illegal activities should carry more weight than a complaint from a consumer alleging that they didn't receive the goods they ordered); and
5. Relevant legislation.

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

Relying Parties SHALL verify a Certificate's validity and revocation status prior to relying on the Certificate.

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

The CA SHALL post new CRL entries, as soon as a revocation request is fulfilled.

Subscriber Certificate CRLs SHALL be updated and issued at least once every seven (7) days and record the date and time of the transaction in the CRL's *ThisUpdate* field. The CRL's *NextUpdate* field value identifies the point in time when the CRL expires and MUST NOT be more than ten (10) days after the value of the *ThisUpdate* field.

CRLs for Subordinate CA Certificates SHALL be updated and issued at least once every twelve (12) months, within 24 hours after revoking a Subordinate CA Certificate, and the CRL's *NextUpdate* field value MUST NOT be more than twelve (12) months after the value of the *ThisUpdate* field.

Upon expiration of certain CAs a final CRL MAY be published that has a *NextUpdate* value that exceeds the time parameters noted elsewhere in this section.

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

CRLs are posted to the repository within a commercially reasonable amount of time after generation.

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

In accordance with RFC6960 and/or RFC5019, CAs MUST ensure that OCSP responses are signed by one of the following:

1. The Issuing CA of the Certificate whose revocation status is being checked, or
2. An OCSP Responder whose Certificate is signed by the Issuing CA of the Certificate whose revocation status is being checked.
  - a. In this instance, the OCSP signing Certificate MUST contain an extension type of *id-pkix-ocsp-nocheck*, as defined by RFC6960.

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

Microsoft PKI Services SHALL support an OCSP capability using the GET method for certificates issued in accordance with RFC 6960, RFC 5019, or CA/Browser Forum Baseline Requirements.

The validity interval of an OCSP response is the difference in time between the `thisUpdate` and `nextUpdate` field, inclusive. For purposes of computing differences, a difference of 3,600 seconds shall be equal to one hour, and a difference of 86,400 seconds shall be equal to one day, ignoring leap-seconds.

For the status of Subscriber Certificates:

1. OCSP responses MUST have a validity interval greater than or equal to eight hours;
2. OCSP responses MUST have a validity interval less than or equal to ten days;
3. For OCSP responses with validity intervals less than sixteen hours, then MS PKI Services SHALL update the information provided via an Online Certificate Status Protocol prior to one-half of the validity period before the `nextUpdate`.
4. For OCSP responses with validity intervals greater than or equal to sixteen hours, then MS PKI Services SHALL update the information provided via an Online Certificate Status Protocol at least eight hours prior to the `nextUpdate`, and no later than four days after the `thisUpdate`.

For the status of Subordinate CA Certificates: Microsoft PKI Services SHALL update information via an Online Certificate Status Protocol

1. at least every twelve (12) months; and
2. within twenty-four (24) hours after revoking a Subordinate CA Certificate.

If the OCSP responder receives a request for the status of a certificate serial number that is “unused”, then the responder SHOULD NOT respond with a “good” status. If the OCSP responder is for a CA that is not Technically Constrained in line with Section 7.1.2.3 or Section 7.1.2.5, the responder MUST NOT respond with a “good” status for such requests.

Microsoft PKI Services SHOULD monitor the OCSP responder for requests for “unused” serial numbers as part of its security response procedures.

The OCSP responder MAY provide definitive responses about “reserved” certificate serial numbers, as if there was a corresponding Certificate that matches the Precertificate [RFC6962].

A certificate serial number within an OCSP request is one of the following three options:

1. “assigned” if a Certificate with that serial number has been issued by the Issuing CA, using any current or previous key associated with that CA subject; or
2. “reserved” if a Precertificate [RFC6962] with that serial number has been issued by
  - a. the Issuing CA; or
  - b. a Precertificate Signing Certificate, as defined in Section 7.1.2.4, associated with the Issuing CA; or
3. “unused” if neither of the previous conditions are met.

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

No Stipulation

#### **4.9.12 Special Requirements re Key Compromise**

In the event of key compromise, Subscribers must immediately notify Microsoft PKI Services, via email to [CentralPKI@microsoft.com](mailto:CentralPKI@microsoft.com). The Subscriber is responsible for investigating the compromise circumstances.

Reports to Microsoft PKI Services of key compromise must include:

1. Proof of key compromise in either of the following formats:
  - a. A CSR signed by the compromised private key with the Common Name “Proof of Key Compromise for Microsoft PKI Services”; or
  - b. The private key itself.
2. A valid email address so that you can receive confirmation of your problem report and as appropriate associated certificate revocations.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

### **4.10 CERTIFICATE STATUS SERVICES**

#### **4.10.1 Operational Characteristics**

Revocation entries on a CRL or OCSP Response MUST NOT be removed until after the Expiry Date of the revoked Certificate.

#### **4.10.2 Service Availability**

The CA SHALL operate and maintain its CRL and OCSP capability with resources sufficient to provide a response time of ten (10) seconds or less under normal operating conditions.

The CA SHALL maintain an online 24x7 Repository that software applications can use to automatically check the current status of all unexpired Certificates issued by the CA.

The CA SHALL maintain an uninterrupted 24x7 capability to internally respond to a high-priority Certificate Problem Report, forward the reported complaint to law enforcement authorities, and/or revoke a Certificate that is the subject of such a complaint.

#### **4.10.3 Optional Features**

No Stipulation

#### **4.11 END OF SUBSCRIPTION**

Certificate Subscriptions end when the certificate has either been revoked or expires.

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

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

Not applicable.

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

Not applicable.

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

The CA/Browser Forum's Network and Certificate System Security Requirements are incorporated by reference as if fully set forth herein.

Microsoft PKI Services SHALL develop, implement, and maintain a comprehensive security program designed to:

1. Protect the confidentiality, integrity, and availability of Certificate Data and Certificate Management Processes;
2. Protect against anticipated threats or hazards to the confidentiality, integrity, and availability of the Certificate Data and Certificate Management Processes;
3. Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of any Certificate Data or Certificate Management Processes;
4. Protect against accidental loss or destruction of, or damage to, any Certificate Data or Certificate Management Processes; and
5. Comply with all other security requirements applicable to Microsoft PKI Services by law.

The Certificate Management Process MUST include:

1. physical security and environmental controls;
2. system integrity controls, including configuration management, integrity maintenance of trusted code, and malware detection/prevention;
3. network security and firewall management, including port restrictions and IP address filtering;
4. user management, separate trusted-role assignments, education, awareness, and training; and
5. logical access controls, activity logging, and inactivity time-outs to provide individual accountability.

Microsoft PKI Services's security program MUST include an annual Risk Assessment that:

1. Identifies foreseeable internal and external threats that could result in unauthorized access, disclosure, misuse, alteration, or destruction of any Certificate Data or Certificate Management Processes;
2. Assesses the likelihood and potential damage of these threats, taking into consideration the sensitivity of the Certificate Data and Certificate Management Processes; and
3. Assesses the sufficiency of the policies, procedures, information systems, technology, and other arrangements that Microsoft PKI Services has in place to counter such threats.

Based on the outcome of the Risk Assessment, Microsoft PKI Services SHALL develop, implement, and maintain a security plan consisting of security procedures, measures, and products designed to achieve the objectives set forth above and to manage and control the risks identified during the Risk Assessment, commensurate with the sensitivity of the Certificate Data and Certificate Management Processes. The security plan MUST include administrative, organizational, technical, and physical safeguards appropriate to the sensitivity of the Certificate Data and Certificate Management Processes. The security plan MUST also take into account then-available technology and the cost of implementing the specific measures and SHALL implement a reasonable level of security appropriate to the harm that might result from a breach of security and the nature of the data to be protected.

## **5.1 PHYSICAL CONTROLS**

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

CA and RA operations are conducted within physically protected environments designed to detect and prevent unauthorized use or disclosure of, or access to sensitive information and systems. The CA maintains multiple business resumption facilities for CA and RA operations. Business resumption facilities are protected with comparable physical and logical security controls. Business resumption facilities are at geographically disparate locations, so that operations MAY continue if one or more locations are disabled.

### **5.1.2 Physical Access**

CA facilities are protected from unauthorized access, through the required use of multi-factor authentication solutions. Facility security systems electronically log ingress and egress of authorized personnel.

Physical access to cryptographic systems, hardware, and activation materials are restricted by multiple access control mechanisms, which are logged, monitored, and video recorded on a 24x7 basis.

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

CA facilities are equipped with redundant power and climate control systems to ensure continuous and uninterrupted operation of CA systems.

#### **5.1.4 Water Exposures**

Commercially reasonable safeguards and recovery measures have been taken to minimize the risk of damage from water exposure.

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

Commercially reasonable fire prevention and protection measures are in place to detect and extinguish fires and prevent damage from exposure to flames or smoke.

#### **5.1.6 Media Storage**

Media containing production software, data, audit, and archival backup information SHALL be securely stored within facilities with appropriate physical and logical access controls, consistent with Sections 5.1.2 – 5.1.5, that prevent unauthorized access and provide protection from environmental hazards.

#### **5.1.7 Waste Disposal**

Sensitive waste material or PKI information SHALL be shredded and destroyed by an approved service. Removable media containing sensitive information SHALL be rendered unreadable before secure disposal. Cryptographic devices, smart cards, and other devices that may contain Private Keys or keying material SHALL be physically destroyed or zeroized in accordance with the manufacturers' waste disposal guidelines.

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

Alternate facilities have been established for the storage and retention of PKI systems/data backups. The facilities are accessible by authorized personnel on a 24x7 basis with physical security and environmental controls comparable to those of the primary CA facility.

### **5.2 PROCEDURAL CONTROLS**

#### **5.2.1 Trusted Roles**

Trusted Roles consist of vetted and approved employees, contractors, or consultants that require access to or control over the CA's PKI operations. Trusted Role positions are subject to a clearly defined set of responsibilities that maintain a strict "separation of duties"; such that, no single person is able to perform both validation duties and certificate issuance fulfillment without a secondary review by another "trusted" team member. The personnel considered for Trusted Role positions MUST successfully pass the screening and training requirements of CPS Section 5.3. Trusted Role positions MAY include, but are not limited to, system administrators, operators, engineers, and certain executives who are designated to oversee CA operations.

Personnel responsible for CA key management, certificate issuance, and management of CA system functions are considered to serve in "Trusted Roles".

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

The CA Private Key SHALL be backed up, stored, and recovered only by at least two persons in Trusted Roles using at least dual control (mechanisms) in a physically secured environment.

Systems used to process and approve EV Certificate Requests MUST require actions by at least two persons in Trusted Roles before creating an EV Certificate.

Systems used to process and approve EV Code Signing Certificate and EV Signature requests MUST require actions by at least two persons in Trusted Roles before creating an EV Code Signing Certificate or EV Signature.

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

Individuals in a Trusted Role position SHALL be authorized by management to perform CA duties and MUST satisfy the Personnel Controls requirements specified in Section 5.3.

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

To ensure a separation of duties, as described in Section 5.2.1, PKI responsibilities relating to access, operations, and audit MUST be performed by separate Trusted Roles.

## **5.3 PERSONNEL CONTROLS**

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

The CA verifies the identity and trustworthiness of all personnel, whether as an employee, agent, or an independent contractor, prior to the engagement of such person(s).

Any personnel occupying a Trusted Role, as defined in 5.2.1, must possess suitable experience and be deemed qualified. Personnel in Trusted Roles shall undergo training prior to performing any duties as part of that role.

### **5.3.2 Background Check Procedures**

Prior to assignment in a Trusted Role position, the prospective CA personnel SHALL undergo and clear the necessary background checks or security screenings requirements, per CA hiring policies, CAB Guidelines, and local laws.

### **5.3.3 Training Requirements**

All CA personnel performing information verification duties SHALL receive skills-training and pass an examination prior to commencing their job role that includes:

1. Basic Public Key Infrastructure knowledge,
2. Authentication and vetting policies and procedures (including the CA's CP and CPS),
3. Common threats to the information verification process (including phishing and other social engineering tactics),
4. CA/Browser Forum Guidelines,
5. Applicable functions of the CA's PKI system relative to their assigned Trusted Role

The CA SHALL document records of such training and ensure that personnel entrusted with Validation Specialist duties maintain a skill level that enables them to perform such duties satisfactorily.

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

Trusted Role personnel SHALL receive periodic training to maintain competency with the CA's PKI-related operations and regulatory changes.

The CA SHALL maintain records of all training taken by Trusted Role personnel.

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

No stipulation

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

In accordance with the CA's HR policies, appropriate disciplinary actions SHALL be taken for unauthorized actions or other violations of PKI policies and procedures.

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

The CA MAY employ contractors, as necessary. Contractors SHALL adhere to background checks, training, skills assessment, and audit requirements, as appropriate for their role.

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

CA PKI personnel are required to read this CPS and CP. They are also provided with PKI policies, procedures, and other documentation relevant to their job functions.

### **5.4 AUDIT LOGGING PROCEDURES**

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

Microsoft PKI Services SHALL maintain controls to provide reasonable assurance that significant CA environmental, key management, and certificate management events are accurately and appropriately logged.

Microsoft PKI Services and each Delegated Third Party SHALL record details of the actions taken to process a certificate request and to issue a Certificate, including all information generated and documentation received in connection with the certificate request; the date and time; and the personnel involved. Microsoft PKI Services SHALL make these records available to Qualified Auditors, as proof of compliant CA practices.

Microsoft PKI Services SHALL record at least the following events:

1. CA certificate and key lifecycle management events, including:
  - a. Key generation, backup, storage, recovery, archival, and destruction;
  - b. Certificate requests, renewal, and re-key requests, and revocation;
  - c. Approval and rejection of certificate requests;
  - d. Cryptographic device lifecycle management events;
  - e. Generation of Certificate Revocation Lists and OCSP entries;
  - f. Introduction of new Certificate Profiles and retirement of existing Certificate

Profiles.

2. Microsoft PKI Services' Subscriber Certificate lifecycle management events, including:
  - a. Certificate requests, renewal, and re-key requests, and revocation;
  - b. All verification activities stipulated in the Baseline Requirements and the CA's Certification Practice Statement;
  - c. Approval and rejection of certificate requests;
  - d. Issuance of Certificates; and
  - e. Generation of Certificate Revocation Lists and OCSP entries.
3. Security events, including:
  - a. Successful and unsuccessful PKI system access attempts;
  - b. PKI and security system actions performed;
  - c. Security profile changes;
  - d. Installation, update and removal of software on a Certificate System;
  - e. System crashes, hardware failures, and other anomalies;
  - f. Firewall and router activities; and
  - g. Entries to and exits from the CA facility.

Log entries MUST include the following elements:

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

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

Audit logs are reviewed on an as-needed basis.

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

Microsoft PKI Services SHALL retain, for at least two (2) years after the following conditions:

1. CA certificate and key lifecycle management event records (as set forth in Section 5.4.1(1)) after the later occurrence of:
  - a. the destruction of the CA Private Key; or
  - b. the revocation or expiration of the final CA Certificate in that set of Certificates that have an X.509v3 basicConstraints extension with the CA field set to true and which share a common Public Key corresponding to the CA Private Key;
2. Subscriber Certificate lifecycle management event records (as set forth in Section 5.4.1 (2)) after the revocation or expiration of the Subscriber Certificate;

3. Any security event records (as set forth in Section 5.4.1 (3)) after the event occurred.

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

Audit logs are protected from unauthorized viewing, modification, deletion, or other tampering using a combination of physical and logical security access controls.

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

Audit logs are backed up and archived in accordance with business practices.

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

No Stipulation

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

No Stipulation

#### **5.4.8 Vulnerability Assessments**

The CA **MUST** maintain detection and prevention security controls to safeguard Certificate Systems against potential threats or vulnerabilities.

Vulnerability assessments and penetration testing on the CA environment **SHALL** at least be performed in accordance with the CAB Forum Baseline Requirements, and Section 4 of the Network Security Requirements.

Additionally, see Section 5 for the annual Risk Assessment requirements.

### **5.5 RECORDS ARCHIVAL**

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

The CA **SHALL** maintain archived backups of application and system data. Archived information **MAY** include, but are not limited to, the following:

- Audit data, as specified in Section 5.4
- Data related to Certificate requests, verifications, issuances, and revocations
- CA policies, procedures, entity agreements, compliance records,
- Cryptographic device and key life cycle information
- Systems management and change control activities

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

CA **SHALL** retain all documentation relating to a Certificate's activities for a period of at least two (2) years after the Certificate ceases to be valid.

### **5.5.3 Protection of Archive**

Archives of relevant records are secured using a combination of physical and logical access controls at both the primary and backup locations. Access is restricted to authorized personnel and SHALL be maintained for the period of time specified in Section 5.5.2.

### **5.5.4 Archive Backup Procedures**

Adequate backup procedures SHALL be in place so that in the event of the loss or destruction of the primary archives, a complete set of backup copies will be readily available within a feasible period of time.

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

Certificates, CRLs, and other database entries shall contain time and date information.

### **5.5.6 Archive Collection System (Internal or External)**

The CA SHALL employ appropriate systems for the collection and maintenance of archived records.

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

Only authorized CA personnel SHALL have access to primary and backup archives. The CA MAY, at its own discretion, release specific archived information, following a formal request from a Subscriber, a Relying Party, or an authorized agent thereof.

## **5.6 KEY CHANGEOVER**

No Stipulation

## **5.7 COMPROMISE AND DISASTER RECOVERY**

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

All CA organizations SHALL have formal Incident Response, Disaster Recovery, and/or Business Continuity Plans that contain documented procedures to notify and reasonably protect Application Software Suppliers, Subscribers, and Relying Parties in the event of a disaster, security compromise, or business failure. Business Continuity and Security Plans do not have to be publicly disclosed, but the CA SHALL make them available to auditors upon request and annually test, review, and update the procedures.

The Business Continuity Plan SHALL align with the requirements of the CAB Forum's Baseline Requirements.

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

See Section 5.7.4.

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

The CA's business continuity plan contains the procedures to address incidents in which a CA Private Key is suspected to be or has been compromised. Upon thorough investigation,

appropriate actions will be taken to revoke and generate new key pairs, notify affected Subscribers, and coordinate revoking and reissuing the affected certificates.

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

In the event of a disaster, the CA has established and maintains business continuity capabilities to address the recovery of PKI services in the event of critical interruptions or outages with CA operations. The recovery procedures align with those identified in Section 5.7.1.

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

In the event that it is necessary to terminate the operation of a CA, CA management will plan and coordinate the termination process with its Subscribers and Relying Parties, such that the impact of the termination is minimized. The CA will make a commercially reasonable effort to provide prior notice to Subscribers and Relying Parties and preserve relevant records for a period of time deemed fit for functional and legal purposes.

## **6. TECHNICAL SECURITY CONTROLS**

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

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

##### **6.1.1.1 CA Key Pair Generation**

For CA Key Pairs that are either:

- i. used as a CA Key Pair for a Root Certificate or
- ii. used as a CA Key Pair for a Subordinate CA Certificate, where the Subordinate CA is not the operator of the Root CA or an Affiliate of the Root CA,

Microsoft PKI Services SHALL:

1. prepare and follow a Key Generation Script,
2. have a Qualified Auditor witness the CA Key Pair generation process or record a video of the entire CA Key Pair generation process, and
3. have a Qualified Auditor issue a report opining that the CA followed its key ceremony during its Key and Certificate generation process and the controls used to ensure the integrity and confidentiality of the Key Pair.

For other CA Key Pairs that are for the operator of the Root CA or an Affiliate of the Root CA, Microsoft PKI Services SHOULD:

1. prepare and follow a Key Generation Script and
2. have a Qualified Auditor witness the CA Key Pair generation process or record a video of the entire CA Key Pair generation process.

In all cases, Microsoft PKI Services SHALL:

1. generate the CA Key Pair in a physically secured environment as described in this Certification Practice Statement;

2. generate the CA Key Pair using personnel in Trusted Roles under the principles of multiple person control and split knowledge;
3. generate the CA Key Pair within cryptographic modules meeting the applicable technical and business requirements as disclosed in this Certification Practice Statement;
4. log its CA Key Pair generation activities; and
5. maintain effective controls to provide reasonable assurance that the Private Key was generated and protected in conformance with the procedures described in this Certification Practice Statement and (if applicable) its Key Generation Script.

#### **6.1.1.2 RA Key Pair Generation**

No Stipulation

#### **6.1.1.3 Subscriber Key Pair Generation**

Microsoft PKI Services SHALL reject a certificate request if one or more of the following conditions are met:

1. The Key Pair does not meet the requirements set forth in Section 6.1.5 or Section 6.1.6;
2. There is clear evidence that the specific method used to generate the Private Key was flawed;
3. Microsoft PKI Services is aware of a demonstrated or proven method that exposes the Applicant's Private Key to compromise;
4. Microsoft PKI Services has previously been made aware that the Applicant's Private Key has suffered a Key Compromise, such as through the provisions of Section 4.9.1.1;
5. Microsoft PKI Services is aware of a demonstrated or proven method to easily compute the Applicant's Private Key based on the Public Key (such as a Debian weak key, see <https://wiki.debian.org/SSLkeys>).

If the Subscriber Certificate will contain an extKeyUsage extension containing either the values id-kp-serverAuth [RFC5280] or anyExtendedKeyUsage [RFC5280], Microsoft PKI Services SHALL NOT generate a Key Pair on behalf of a Subscriber, and SHALL NOT accept a certificate request using a Key Pair previously generated by the CA.

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

If a Subscriber generates their own key pairs, Private Key delivery is not performed.

In the event the CA is authorized to generate a Private Key on behalf of a Subscriber, the Private Key will be encrypted prior to transporting to the Subscriber.

Parties other than the Subscriber SHALL NOT archive the Subscriber Private Key without authorization by the Subscriber.

If Microsoft PKI Services become aware that a Subscriber's Private Key has been communicated to an unauthorized person or an organization not affiliated with the Subscriber, then Microsoft PKI Services SHALL revoke all certificates that include the Public Key corresponding to the

communicated Private Key.

### 6.1.3 Public Key Delivery to Certificate Issuer

No Stipulation

### 6.1.4 CA Public Key Delivery to Relying Parties

No Stipulation

### 6.1.5 Key Sizes

Certificates issued under this CA hierarchy SHALL meet the following minimum requirements:

#### **Root CA, Subordinate CA, and Subscriber Certificates**

Key Algorithm	Values
Digest Algorithm	SHA-256, SHA-384, SHA-512
Minimum RSA Modulus Size (bits)	2048
ECC Curve	NIST P-256, P-384, P-521

Digital Signature Algorithm (DSA) key lengths (L and N) are described in the Digital Signature Standard, FIPS 186-5 (<https://csrc.nist.gov/publications/detail/fips/186/5/final>).

For RSA key pairs Microsoft PKI Services SHALL:

- Ensure that the modulus size, when encoded, is at least 2048 bits, and;
- Ensure that the modulus size, in bits, is evenly divisible by 8.

For ECDSA key pairs, the CA SHALL:

- Ensure that the key represents a valid point on the NIST P-256, NIST P-384 or NIST P-521 elliptic curve.

No other algorithms or key sizes are permitted.

### 6.1.6 Public Key Parameter Generation and Quality Checking

The CA SHALL generate Private Keys using secure algorithms and parameters based on current research and industry standards.

Quality checks for both RSA and ECC algorithms are performed on generated CA keys.

RSA: Microsoft PKI Services SHALL confirm that the value of the public exponent is an odd number equal to 3 or more. Additionally, the public exponent SHOULD be in the range between  $2^{16} + 1$  and  $2^{256} - 1$ . The modulus SHOULD also have the following characteristics: an odd number, not the power of a prime, and have no factors smaller than 752. [Source: Section 5.3.3, NIST SP 800-89]

ECDSA: The CA SHOULD confirm the validity of all keys using either the ECC Full Public Key Validation Routine or the ECC Partial Public Key Validation Routine. [Source: Sections 5.6.2.3.2 and 5.6.2.3.3, respectively, of NIST SP 800-56A: Revision 2]

### **6.1.7 Key Usage Purposes (as per X.509 v3 Key Usage Field)**

Root Certificate Private Keys MUST NOT be used to sign Certificates, except in the following cases:

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

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

Microsoft PKI Services SHALL implement physical and logical security controls to prevent the unauthorized issuance of a certificate. The CA Private Key MUST be protected outside of the validated system or device specified above, using physical security, encryption, or a combination of both, and be implemented in a manner that prevents its disclosure. Microsoft PKI Services SHALL encrypt the Private Key with an algorithm and key-length that are capable of withstanding cryptanalytic attacks for the residual life of the encrypted key or key part.

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

CA key pairs are generated and protected by validated FIPS 140-2 level 3 hardware cryptographic modules that meet industry standards for random and prime number generation.

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

The participation of multiple individuals in Trusted Role positions are required to perform sensitive CA Private Key operations (e.g., hardware security module (HSM) activation, signing operations, CA key backup, CA key recovery, etc.).

### **6.2.3 Private Key Escrow**

No Stipulation

### **6.2.4 Private Key Backup**

Backup copies of CA Private Keys SHALL be backed up by multiple persons in Trusted Role positions and only be stored in encrypted form on cryptographic modules that meet the requirements specified in Section 6.2.1.

### **6.2.5 Private Key Archival**

Parties other than the Subordinate CA SHALL NOT archive the Subordinate CA Private Keys without authorization by the Subordinate CA.

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

If the Issuing CA generated the Private Key on behalf of the Subordinate CA, then the Issuing CA SHALL encrypt the Private Key for transport to the Subordinate CA.

If the Issuing CA becomes aware that a Subordinate CA’s Private Key has been communicated to an unauthorized person or an organization not affiliated with the Subordinate CA, then the Issuing CA SHALL revoke all certificates that include the Public Key corresponding to the communicated Private Key.

**6.2.7 Private Key Storage on Cryptographic Module**

See Section 6.2.1

**6.2.8 Method of Activating Private Key**

Cryptographic modules used for CA Private Key protection utilize a smart card based activation mechanism by multiple Trusted Role personnel using multi-factor authentication.

**6.2.9 Method of Deactivating Private Key**

No Stipulation

**6.2.10 Method of Destroying Private Key**

CA Private Keys SHALL be destroyed when they are no longer needed or when the Certificates, to which they correspond, expire or are revoked. The destruction process shall be performed by multiple Trusted Role personnel and documented using verifiable methods.

**6.2.11 Cryptographic Module Rating**

See Section 6.2.1.

**6.3 OTHER ASPECTS OF KEY PAIR MANAGEMENT**

**6.3.1 Public Key Archival**

Copies of CA and Subscriber certificates and Public Keys SHALL be archived in accordance with Section 5.5.

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

For Certificates issued after the publication of this CPS, the following key and certificate operational periods SHALL be deployed.

Entity Type	Maximum Certificate Validity Period
Root CA	25 Years
Subordinate CAs	20 Years
Subscribers	397 days

Subscriber Certificates SHOULD NOT have a Validity Period greater than 397 days and MUST NOT have a Validity Period greater than 398 days.

For the purpose of calculations, a day is measured as 86,400 seconds. Any amount of time greater than this, including fractional seconds or leap seconds, SHALL represent an additional day. For this reason, Microsoft PKI Services will not issue Subscriber Certificates for the maximum permissible time by default, in order to account for such adjustments.

## **6.4 ACTIVATION DATA**

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

CA shall protect activation data from compromise or disclosure. Appropriate cryptographic and physical access controls shall be implemented to prevent unauthorized use of any CA Private Key activation data.

### **6.4.2 Activation Data Protection**

No Stipulation

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

No Stipulation

## **6.5 COMPUTER SECURITY CONTROLS**

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

CA systems SHALL be secured from unauthorized access using multi-factor authentication security controls.

### **6.5.2 Computer Security Rating**

No Stipulation

## **6.6 LIFE CYCLE TECHNICAL CONTROLS**

### **6.6.1 System Development Controls**

No Stipulation

### **6.6.2 Security Management Controls**

No Stipulation

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

No Stipulation

## **6.7 NETWORK SECURITY CONTROLS**

CA systems SHALL reside in highly segmented networks constrained from both the Internet and corporate networks via multiple levels of firewalls. Interaction with outside entities shall only be performed with servers located in a demilitarized zone (DMZ). All networks associated with CA

operations SHALL be monitored by a network intrusion detection system. All systems associated with CA activities shall be hardened with services restricted to only those necessary for CA operations. Changes SHALL be documented and approved via a change management system. Logical and physical access to CA systems and facilities requires two trusted and qualified Microsoft employees.

Microsoft PKI Services CA systems are protected by a set of controls that implement the CA/B Forum's Network and Certificate System Security Requirements (<https://cabforum.org/network-security-requirements/>).

## **6.8 TIME-STAMPING**

Certificates, CRLs, and other revocation database entries SHALL contain time and date information.

## **7. CERTIFICATE, CRL, AND OCSP PROFILES**

### **7.1 CERTIFICATE PROFILE**

CA certificates SHALL be X.509 Version 3 format, conform to RFC5280: Internet X.509 Public Key Infrastructure Certificate and CRL profile, and adhere to the CAB Forum's Baseline Requirements.

#### **7.1.1 Version Number(s)**

CAs SHALL issue certificates that are compliant with X.509 Version 3.

#### **7.1.2 Certificate Extensions**

The extensions defined for the CA's X.509 v3 certificates provide methods for associating additional attributes with users or Public Keys and for managing the certification hierarchy. Each extension in a certificate is designated as either critical or non-critical.

Certificate extensions, their criticality, and cryptographic algorithm object identifiers, are provisioned according to the IETF RFC 5280 standards and/or comply with CAB Forum Baseline Requirements.

##### **7.1.2.1 Root CA Certificate**

Root CAs SHALL ensure that the content of the Certificate Issuer Distinguished Name field matches the Subject DN of the Issuing CA to support Name chaining, as specified in RFC 5280.

##### **7.1.2.2 Subordinate CA Certificate**

Subordinate CA Certificates MAY include extensions and values that are pertinent for their intended use, in accordance with this CPS and RFC 5280, and the CAB Forum's Baseline Requirements.

##### **7.1.2.3 Subscriber Certificate**

Subscriber Certificates MAY include extensions and values that are pertinent for their intended use, in accordance with this CPS, RFC 5280, and the CAB Forum's Baseline Requirements.

#### **7.1.2.4 All Certificates**

All other provisions MUST be set in accordance with RFC 5280 and/or CAB Forum Baseline Requirements, as appropriate.

#### **7.1.2.5 Application of RFC 5280**

The applicability of RFC 5280 SHALL be governed by the respective Requirements and Guidelines of the Internet Engineering Task Force (IETF) and the CA/Browser Forum (CAB Forum).

#### **7.1.3 Algorithm Object Identifiers**

No Stipulation

#### **7.1.4 Name Forms**

Microsoft PKI Services represents the following as it relates to name forms.

- As of the issuance date, all Subject information is accurate, and all attributes present in the Subject field of a certificate have been verified;
- SSL/TLS Certificates MUST NOT contain metadata such as '.', '-', and ' ' characters or any indication that a value or field is absent, incomplete, or not applicable;
- SSL/TLS Certificates MUST NOT contain underscore characters (" \_ ") in dNSName entries;
- OU fields are restricted to Subscriber information that has been verified in accordance with section 3 of this CPS;
- CA certificates contain a commonName attribute that uniquely identifies and distinguishes it from other CAs; and
- Certificates SHALL be issued with name forms in accordance with RFC 5280 and Section 3 of this CPS.

##### **7.1.4.1. Issuer Information**

No Stipulation

##### **7.1.4.2. Subject Information – Subscriber Certificates**

By issuing the Certificate, Microsoft PKI Services represents that it followed the procedure set forth in its Certificate Policy and/or Certification Practice Statement to verify that, as of the Certificate's issuance date, all of the Subject Information was accurate. We SHALL NOT include a Domain Name or IP Address in a Subject attribute except as specified in Section 3.2.2.4 or Section 3.2.2.5.

Subject attributes MUST NOT contain only metadata such as '.', '-', and ' ' (i.e. space)

characters, and/or any other indication that the value is absent, incomplete, or not applicable. dNSName entries are in the “preferred name syntax”, as specific in RFC 5280, and do not contain underscore characters (“\_”). **7.1.4.2.1. Subject Alternative Name Extension**

Domain-validated, and organization-validated SSL Certificates MUST contain a valid and complete Subject Alternative Name (SAN) extension.

#### **7.1.4.2.2. Subject Distinguished Name Fields**

No Stipulation

#### **7.1.4.3. Subject Information – Root Certificates and Subordinate CA Certificates**

By issuing a Subordinate CA Certificate, the CA represents that it followed the procedure set forth in this CPS to verify that, as of the Certificate’s issuance date, all of the Subject Information was accurate.

##### **7.1.4.3.1. Subject Distinguished Name Fields**

No Stipulation

#### **7.1.5 Name Constraints**

CAs reserve the right to issue Certificates with Name Constraints and mark them as critical, where necessary. Unless otherwise documented in this CPS the use of Name Constraints SHALL conform with the X.509 V3 standard (RFC 5280) and the CAB Forum’s Baseline Requirements.

#### **7.1.6 Certificate Policy Object Identifier**

CAs SHALL issue Certificates with policy identifiers set forth in Section 1.2 herein, and comply with the provisions of this CPS and the CAB Forum Baseline Requirements.

##### **7.1.6.1 Reserved Certificate Policy Object Identifiers**

No Stipulation

##### **7.1.6.2 Root CA Certificates**

No Stipulation

##### **7.1.6.3 Subordinate CA Certificates**

No Stipulation

##### **7.1.6.4 Subscriber Certificates**

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 Policies Extension**

No Stipulation

## **7.2 CRL PROFILE**

CRL Profiles comply with RFC 5280 standards.

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

No Stipulation

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

If a CRL entry is for a Subscriber Certificate, the reasonCode CRL entry extension subject is present subject to the following requirements.

If the reason for revocation is unspecified, Microsoft PKI Services omits reasonCode entry extension (see Section 4.9.3.1.1).

If a reasonCode CRL entry extension is present, the CRL Reason indicates the most appropriate reason for revocation of the certificate as defined in Section 4.9.3.1, 4.9.3.1.1 and/or 4.9.3.1.2.

## **7.3 OCSP PROFILE**

The profile for OCSP responses issued under this PKI System conforms to RFC 5019 and RFC 6960 standards.

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

No Stipulation

### **7.3.2 OCSP Extensions**

No Stipulation

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

Microsoft PKI Services SHALL at all times:

1. Comply with the requirements in this CPS;
2. Comply with the audit requirements set forth in Section 8 of the BRs; and
3. Be licensed as a CA in each jurisdiction of operation, where required, for the issuance of Certificates.

### **8.1 FREQUENCY AND CIRCUMSTANCES OF ASSESSMENT**

Certificates that are capable of being used to issue new certificates MUST either be Technically Constrained in line with Section 7.1.2.3, Section 7.1.2.4, or Section 7.1.2.5, as

well as audited in line with Section 8.7 only, or Unconstrained and fully audited in line with all remaining requirements from this section.

A Certificate is deemed as capable of being used to issue new certificates if it contains an X.509v3 basicConstraints extension, with the cA boolean set to true and is therefore by definition a Root CA Certificate or a Subordinate CA Certificate.

The period during which the CA issues Certificates SHALL be divided into an unbroken sequence of audit periods.

An audit period MUST NOT exceed one year in duration.

If the CA has a currently valid Audit Report indicating compliance with an audit scheme listed in Section 8.4, then no pre-issuance readiness assessment is necessary.

If the CA does not have a currently valid Audit Report indicating compliance with one of the audit schemes listed in Section 8.4, then, before issuing Publicly-Trusted Certificates, the CA SHALL successfully complete a point-in-time readiness assessment performed in accordance with applicable standards under one of the audit schemes listed in Section 8.4.

The point-in-time readiness assessment SHALL be completed no earlier than twelve (12) months prior to issuing Publicly-Trusted Certificates and SHALL be followed by a complete audit under such scheme within ninety (90) days of issuing the first Publicly-Trusted Certificate.

## **8.2 IDENTITY/QUALIFICATIONS OF ASSESSOR**

Microsoft PKI Services' audit SHALL be performed by a Qualified Auditor. A Qualified Auditor means a natural person, Legal Entity, or group of natural persons or Legal Entities that collectively possess the following qualifications and skills:

1. Independence from the subject of the audit;
2. The ability to conduct an audit that addresses the criteria specified in an Eligible Audit Scheme (see Section 8.4);
3. Employs individuals who have proficiency in examining Public Key Infrastructure technology, information security tools and techniques, information technology and security auditing, and the third-party attestation function;
4. (For audits conducted in accordance with any one of the ETSI standards) accredited in accordance with ISO 17065 applying the requirements specified in ETSI EN 319 403;
5. (For audits conducted in accordance with the WebTrust standard) licensed by WebTrust;
6. Bound by law, government regulation, or professional code of ethics; and
7. Except in the case of an Internal Government Auditing Agency, maintains Professional Liability/Errors & Omissions insurance with policy limits of at least one million US dollars in coverage.

### **8.3 ASSESSOR'S RELATIONSHIP TO ASSESSED ENTITY**

The entity that performs the annual audit SHALL be completely independent of the CA.

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

Microsoft PKI Services SHALL undergo an audit in accordance with one of the following schemes:

1. “WebTrust for CAs v2.1 or newer” AND “WebTrust for CAs SSL Baseline with Network Security v2.3 or newer”; or
2. ETSI EN 319 411-1 v1.2.2, which includes normative references to ETSI EN 319 401 (the latest version of the referenced ETSI documents should be applied); or

Whichever scheme is chosen, it MUST incorporate periodic monitoring or accountability procedures to ensure that its audits continue to be conducted in accordance with the requirements of the scheme.

The audit MUST be conducted by a Qualified Auditor, as specified in Section 8.2.

For Delegated Third Parties that are not Enterprise RAs, then Microsoft PKI Services SHALL obtain an audit report, issued under the auditing standards that underlie the accepted audit schemes found in Section 8.4, that provides an opinion whether the Delegated Third Party’s performance complies with either the Delegated Third Party’s practice statement or the CA’s Certificate Policy or Certification Practice Statement. If the opinion is that the Delegated Third Party does not comply, then Microsoft PKI Services SHALL not allow the Delegated Third Party to continue performing delegated functions.

The audit period for the Delegated Third Party SHALL NOT exceed one year (ideally aligned with the CA’s audit).

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

Deficiencies identified by the auditor during the compliance audit will determine the actions to be taken. The PKI Policy Authority is responsible for ensuring that remediation plans are promptly developed, documented, and corrective actions are taken within an adequate timeframe corresponding to the significance of identified matters.

### **8.6 COMMUNICATION OF RESULTS**

The Audit Report SHALL state explicitly that it covers the relevant systems and processes used in the issuance of all Certificates that assert one or more of the policy identifiers listed in Section 7.1.6.1.

Microsoft PKI Services SHALL make the Audit Report publicly available on its repository (<https://www.microsoft.com/pkiops/docs/repository.htm>).

Microsoft PKI Services **MUST** make its Audit Report publicly available no later than three months after the end of the audit period. In the event of a delay greater than three months, Microsoft PKI Services **SHALL** provide an explanatory letter signed by the Qualified Auditor.

The Audit Report **MUST** contain at least the following clearly-labelled information:

1. name of the organization being audited;
2. name and address of the organization performing the audit;
3. the SHA-256 fingerprint of all Roots and Subordinate CA Certificates, including Cross Certified Subordinate CA Certificates, that were in-scope of the audit;
4. audit criteria, with version number(s), that were used to audit each of the certificates (and associated keys);
5. a list of the CA policy documents, with version numbers, referenced during the audit;
6. whether the audit assessed a period of time or a point in time;
7. the start date and end date of the Audit Period, for those that cover a period of time;
8. the point in time date, for those that are for a point in time;
9. the date the report was issued, which will necessarily be after the end date or point in time date; and
10. (for audits conducted in accordance with any of the ETSI standards) a statement to indicate if the audit was a full audit or a surveillance audit, and which portions of the criteria were applied and evaluated, e.g. DVCP, OVCP, NCP, NCP+, LCP, EVCP, EVCP+, QCP-w, Part 1 (General Requirements), or Part 2 Requirements for Trust Service Providers).
11. (for audits conducted in accordance with any of the ETSI standards) a statement to indicate that the auditor referenced the applicable CA/Browser Forum criteria, such as the BRs, and the version used.

An authoritative English language version of the publicly available audit information **MUST** be provided by the Qualified Auditor and Microsoft PKI Services **SHALL** ensure it is publicly available.

The Audit Report **MUST** be available as a PDF, and **SHALL** be text searchable for all information required. Each SHA-256 fingerprint within the Audit Report **MUST** be uppercase letters and **MUST NOT** contain colons, spaces, or line feeds.

## **8.7 SELF-AUDITS**

During the period in which Microsoft PKI Services issues Certificates, Microsoft PKI Services SHALL monitor adherence to its Certificate Policy, Certification Practice Statement and the BRs and strictly control its service quality by performing self-audits on at least a quarterly basis against a randomly selected sample of the greater of one certificate or at least three percent of the Certificates issued by it during the period commencing immediately after the previous self-audit sample was taken.

Except for Delegated Third Parties that undergo an annual audit that meets the criteria specified in Section 8.4, Microsoft PKI Services SHALL strictly control the service quality of Certificates issued or containing information verified by a Delegated Third Party by having a Validation Specialist employed by the CA perform ongoing quarterly audits against a randomly selected sample of at least the greater of one certificate or three percent of the Certificates verified by the Delegated Third Party in the period beginning immediately after the last sample was taken. Microsoft PKI Services CA SHALL review each Delegated Third Party's practices and procedures to ensure that the Delegated Third Party is in compliance with the BRs and the relevant Certificate Policy or Certification Practice Statement.

Microsoft PKI Services SHALL internally audit each Delegated Third Party's compliance with the BRs on an annual basis.

During the period in which a Technically Constrained Subordinate CA issues Certificates, the CA which signed the Subordinate CA SHALL monitor adherence to the CA's Certificate Policy and the Subordinate CA's Certification Practice Statement.

On at least a quarterly basis, against a randomly selected sample of the greater of one certificate or at least three percent of the Certificates issued by the Subordinate CA, during the period commencing immediately after the previous audit sample was taken, the CA shall ensure all applicable CP are met.

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

### **9.1 FEES**

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

Microsoft PKI Services reserves the right to charge Subscribers fees for Certificate issuance and renewals.

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

Microsoft PKI Services reserves the right to charge a fee for making a Certificate available in a repository or otherwise.

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

Microsoft PKI Services does not charge a fee to Relying Parties for access to revocation or status information in accordance with Section 2.s. Microsoft PKI Services reserves the right to charge a

fee for providing customized CRLs or other value-added revocation and status information services.

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

Microsoft PKI Services does not charge a fee for accessing this CPS. However, any use of the CPS for purposes other than viewing the document, including reproduction, redistribution, modification, or creation of derivative works, may be subject to a license agreement with the entity holding the copyright to the document.

#### **9.1.5 Refund Policy**

Not Applicable

### **9.2 FINANCIAL RESPONSIBILITY**

#### **9.2.1 Insurance Coverage**

Microsoft maintains insurance or self-insures in accordance with Section 9.2.1 of the CP.

#### **9.2.2 Other Assets**

Customers shall have access to sufficient financial resources to support operations and perform duties in accordance with the Microsoft PKI Services CP and shall be able to bear the risk of liability to Subscribers and Relying Parties.

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

No Stipulation

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

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

Sensitive Microsoft PKI Services information shall remain confidential to Microsoft PKI Services. The following information is considered confidential to Microsoft PKI Services and may not be disclosed:

- Microsoft PKI Services policies, procedures and technical documentation supporting this CPS;
- Subscriber registration records, including: Certificate applications, whether approved or rejected, proof of identification documentation and details;
- Certificate information collected as part of the registration records, beyond that which is required to be included in Subscriber Certificates;
- Audit trail records;
- Any Private Key within the Microsoft PKI Services CA hierarchy; and
- Compliance audit results except for WebTrust for CAs audit reports which may be published at the discretion of Microsoft PKI Policy Authority.

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

This CPS, Certificates and CRLs issued by Microsoft PKI Services and any information that the CA has explicitly authorized to disclose are not considered confidential.

Microsoft may disclose Subscriber information on an aggregate basis, and the Subscriber hereby grants to Microsoft a license to do so, including the right to modify the aggregated Subscriber information and to permit third parties to perform such functions on its behalf.

This Section 9.3.2 is subject to applicable privacy laws.

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

Microsoft PKI Services PKI participants receiving private information shall secure it from compromise and disclosure to third parties.

## **9.4 PRIVACY OF PERSONAL INFORMATION**

### **9.4.1 Privacy Plan**

Microsoft follows the governing principles established by the Microsoft privacy statement located at <https://privacy.microsoft.com/en-us/privacystatement> when handling personal information.

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

Information about Subscribers that is not publicly available through the content of the issued Certificate and CRLs is treated as private.

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

See Section 9.3.2.

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

See Section 9.3.3.

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

Unless where otherwise stated in this CPS, the applicable Privacy Policy, or by agreement, private information will not be used without the consent of the party to whom that information applies. This Section 9.4.5 is subject to applicable privacy laws.

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

Microsoft PKI Services shall be entitled to disclose Confidential/Private Information if, in good faith, Microsoft PKI Services believes that:

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

#### 9.4.7 Other Information Disclosure Circumstances

No Stipulation

### 9.5 INTELLECTUAL PROPERTY RIGHTS

The following are the property of Microsoft:

- This CPS;
- Policies and procedures supporting the operation of Microsoft PKI Services;
- Certificates and CRLs issued by Microsoft PKI Services managed CAs;
- Distinguished Names (DNs) used to represent entities within the Microsoft PKI Services CA hierarchy; and
- CA infrastructure and Subscriber key pairs.

Microsoft PKI Services PKI participants acknowledge that Microsoft PKI Services retains all Intellectual Property Rights in and to this CPS.

This document is made available to the public under the Creative Commons license Attribution-NoDerivs (<https://creativecommons.org/licenses/by-nd/4.0/>) (version 4.0 or later).

### 9.6 REPRESENTATIONS AND WARRANTIES

#### 9.6.1 CA Representations and Warranties

By issuing a Certificate, the CA makes the certificate warranties listed herein to the following Certificate Beneficiaries:

1. The Subscriber that is a party to the Subscriber Agreement for the Certificate;
2. All Application Software Suppliers with whom the Root CA has entered into a contractual relationship for inclusion of its Root Certificate in software distributed by such Application Software Suppliers; and
3. All Relying Parties who reasonably rely on a Valid Certificate. Microsoft PKI Services represents and warrants to the Certificate Beneficiaries, during the period when the Certificate is valid, the CA has complied, in all material aspects and to the best of its knowledge, with the CAB Forum BRs and the CP or CPS in issuing and managing the Certificate.

The certificate warranties specifically include, but are not limited to, the following:

1. **Right to Use Domain Name or IP Address:** That, at the time of issuance, Microsoft PKI Services
  - a. implemented a procedure for verifying that the Applicant either had the right to use, or had control of, the Domain Name(s) and IP address(es) listed in the Certificate's subject field and subjectAltName extension (or, only in the case of Domain Names, was delegated such right or control by someone who had such right to use or control);
  - b. followed the procedure when issuing the Certificate; and

- c. accurately described the procedure in the CA's Certificate Policy or Certification Practice Statement;
2. **Authorization for Certificate:** That, at the time of issuance, Microsoft PKI Services
  - a. implemented a procedure for verifying that the Subject authorized the issuance of the Certificate and that the Applicant Representative is authorized to request the Certificate on behalf of the Subject;
  - b. followed the procedure when issuing the Certificate; and
  - c. accurately described the procedure in the CA's Certificate Policy or Certification Practice Statement;
3. **Accuracy of Information:** That, at the time of issuance, Microsoft PKI Services
  - a. implemented a procedure for verifying the accuracy of all of the information contained in the Certificate;
  - b. followed the procedure when issuing the Certificate; and
  - c. accurately described the procedure in the CA's Certificate Policy or Certification Practice Statement;
4. **Identity of Applicant:** That, if the Certificate contains Subject Identity Information, Microsoft PKI Services
  - a. implemented a procedure to verify the identity of the Applicant in accordance with the CP/CPS Section 3.2 and CP/CPS Section 7.1.4.2.2;
  - b. followed the procedure when issuing the Certificate; and
  - c. accurately described the procedure in the CA's Certificate Policy or Certification Practice Statement;
5. **Subscriber Agreement:** That, if Microsoft PKI Services and Subscriber are not Affiliated, the Subscriber and CA are parties to a legally valid and enforceable Subscriber Agreement that satisfies these Requirements, or, if the CA and Subscriber are the same entity or are Affiliated, the Applicant Representative acknowledged the Subscriber Agreement/Terms of Use;
6. **Status:** That Microsoft PKI Services maintains a 24 x 7 publicly-accessible Repository with current information regarding the status (valid or revoked) of all unexpired Certificates; and
7. **Revocation:** That the CA will revoke the Certificate for any of the reasons specified in the BRs or this CP or accompanying CPS, but only to the extent the CA gains actual, undisputed knowledge that one of these reasons has arisen.

The foregoing representations and warranties regarding procedures relate solely to facts surrounding the establishment and documentation of the procedures and that Microsoft PKI Services followed them. They expressly do not relate to, and Microsoft PKI Services expressly disclaim any representations and warranties regarding, the outcome or results of having followed such procedures.

The Root CA SHALL be responsible for the performance and warranties of the Subordinate CA, for the Subordinate CA's compliance with the CAB Baseline and Code Signing Requirements,

and for all liabilities and indemnification obligations of the Subordinate CA under these Requirements, as if the Root CA where the Subordinate CA issuing the Certificates.

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

No Stipulation

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

Microsoft PKI Services SHALL require, as part of the Subscriber Agreement or Terms of Use, that the Applicant make the commitments and warranties in this section for the benefit of the CA and the Certificate Beneficiaries.

Prior to the issuance of a Certificate, the CA SHALL obtain, for the express benefit of the CA and the Certificate Beneficiaries, either:

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

Microsoft PKI Services SHALL implement a process to ensure that each Subscriber Agreement or Terms of Use is legally enforceable against the Applicant. In either case, the Agreement MUST apply to the Certificate to be issued pursuant to the certificate request.

Microsoft PKI Services MAY use an electronic or "click-through" Agreement provided that the CA has determined that such agreements are legally enforceable. A separate Agreement MAY be used for each certificate request, or a single Agreement MAY be used to cover multiple future certificate requests and the resulting Certificates, so long as each Certificate that the CA issues to the Applicant is clearly covered by that Subscriber Agreement or Terms of Use.

The Subscriber Agreement or Terms of Use MUST contain provisions imposing on the Applicant itself (or made by the Applicant on behalf of its principal or agent under a subcontractor or hosting service relationship) the following obligations and warranties:

1. Accuracy of Information: An obligation and warranty to provide accurate and complete information at all times to the CA, both in the certificate request and as otherwise requested by the CA in connection with the issuance of the Certificate(s) to be supplied by the CA;
2. Protection of Private Key: An obligation and warranty by the Applicant to take all reasonable measures to assure control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested Certificate(s) (and any associated activation data or device, e.g. password or token);
3. Acceptance of Certificate: An obligation and warranty that the Subscriber will review and verify the Certificate contents for accuracy;
4. Use of Certificate: An obligation and warranty to install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and to use the

Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use;

5. Reporting and Revocation: An obligation and warranty to: (a) promptly request revocation of the Certificate, and cease using it and its associated Private Key, if there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key included in the Certificate, and (b) promptly request revocation of the Certificate, and cease using it, if any information in the Certificate is or becomes incorrect or inaccurate.

6. Termination of Use of Certificate: An obligation and warranty to promptly cease all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for reasons of Key Compromise.

7. Responsiveness: An obligation to respond to the CA's instructions concerning Key Compromise or Certificate misuse within a specified time period.

8. Acknowledgment and Acceptance: An acknowledgment and acceptance that the CA is entitled to revoke the certificate immediately if the Applicant were to violate the terms of the Subscriber Agreement or Terms of Use or if the CA discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

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

No Stipulation

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

No Stipulation

### **9.7 DISCLAIMERS OF WARRANTIES**

Except for express warranties stated in this CPS, Microsoft PKI Services disclaims all other warranties, promises and other obligations (express, implied, statutory, or otherwise). In addition and without limiting the foregoing, Microsoft PKI Services is not liable for any loss:

- To CA or RA services due to war, natural disasters or other uncontrollable forces;
- Incurred between the time a Certificate is revoked and the next scheduled issuance of a CRL;
- Due to unauthorized use of Certificates issued by Microsoft PKI Services, or use of Certificates beyond the prescribed use defined by this CPS;
- Arising from the negligent or fraudulent use of Certificates or CRLs issued by the Microsoft PKI Services; and
- Due to disclosure of personal information contained within Certificates, CRLs or OCSP responses.

## 9.8 LIMITATIONS OF LIABILITY

For delegated tasks, Microsoft PKI Services and any Delegated Third-Party MAY allocate liability between themselves contractually as they determine, but Microsoft PKI Services SHALL remain fully responsible for the performance of all parties in accordance with these Requirements, as if the tasks had not been delegated.

If Microsoft PKI Services has issued and managed the Certificate in compliance with the CAB Forum BRs and its Certificate Policy and Certification Practice Statement, Microsoft PKI Services MAY disclaim liability to the Certificate Beneficiaries or any other third parties for any losses suffered as a result of use or reliance on such Certificate beyond those specified in the CA's Certificate Policy and Certification Practice Statement. If Microsoft PKI Services has not issued or managed the Certificate in compliance with these Requirements and its Certificate Policy and Certification Practice Statement, Microsoft PKI Services MAY seek to limit its liability to the Subscriber and to Relying Parties, regardless of the cause of action or legal theory involved, for any and all claims, losses or damages suffered as a result of the use or reliance on such Certificate by any appropriate means that Microsoft PKI Services desires. If Microsoft PKI Services chooses to limit its liability for Certificates that are not issued or managed in compliance with the CAB Forum BRs or its Certificate Policy and Certification Practice Statement, then Microsoft PKI Services SHALL include the limitations on liability in the CA's Certificate Policy or Certification Practice Statement.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE A CERTIFICATE, INCLUDING AS A RESULT OF (I) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE CPS OR REVOCATION OF A CERTIFICATE, (II) OUR DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT, OR, (III) ANY DOWNTIME OF ALL OR A PORTION OF CERTIFICATE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE CONTENT OF ANY CERTIFICATE (INCLUDING ANY ALLEGEDLY ERRONEOUS CONTENT) OR YOUR RELIANCE ON SUCH CONTENT; (C) THE PROCESS OF ISSUING, REPORTING THE STATUS OF, OR REVOKING ANY CERTIFICATE (INCLUDING ANY ALLEGEDLY FLAWED PROCESS) OR YOUR RELIANCE ON SUCH PROCESS; (D) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (E) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO MICROSOFT'S CERTIFICATE SERVICES; OR (F) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR

CONTENT OR OTHER DATA. IN ANY CASE, MICROSOFT AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CERTIFICATES ISSUED HEREUNDER, IS LIMITED TO DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE IN AN AMOUNT NOT EXCEEDING THE LESSER OF THE AMOUNT PAID BY YOU FOR THE CERTIFICATE(S) AT ISSUE OR THE AMOUNTS PAID FOR THE CERTIFICATE SERVICES FOR THE CERTIFICATE(S) AT ISSUE IN THE LAST TWELVE (12) MONTHS BEFORE THE CLAIM AROSE (UNLESS THE FOREGOING AMOUNT IS ZERO, IN WHICH CASE SUCH DIRECT DAMAGES LIMIT WILL BE DEEMED TO BE FIVE U.S. DOLLARS).

## **9.9 INDEMNITIES**

### **9.9.1 Indemnification by CAs**

Notwithstanding any limitations on its liability to Subscribers and Relying Parties, Microsoft PKI Services understands and acknowledges that the Application Software Suppliers who have a Root Certificate distribution agreement in place with the Root CA do not assume any obligation or potential liability of the CA under these Requirements or that otherwise might exist because of the issuance or maintenance of Certificates or reliance thereon by Relying Parties or others. Thus, except in the case where the CA is a government entity, Microsoft PKI Services SHALL defend, indemnify, and hold harmless each Application Software Supplier for any and all claims, damages, and losses suffered by such Application Software Supplier related to a Certificate issued by Microsoft PKI Services, regardless of the cause of action or legal theory involved. This does not apply, however, to any claim, damages, or loss suffered by such Application Software Supplier related to a Certificate issued by Microsoft PKI Services where such claim, damage, or loss was directly caused by such Application Software Supplier's software displaying as not trustworthy a Certificate that is still valid, or displaying as trustworthy: (1) a Certificate that has expired, or (2) a Certificate that has been revoked (but only in cases where the revocation status is currently available from Microsoft CA Services online, and the application software either failed to check such status or ignored an indication of revoked status).

### **9.9.2 Indemnification by Subscribers**

To the extent permitted by law, Subscriber indemnifies Microsoft, Microsoft's partners, and any cross-signed entities, and their respective employees, directors, agents, and representatives from, and will defend these indemnified parties against, any and all third party claims, including by Relying Parties, to the extent arising from or related to: (a) Subscriber's failure to perform any of Subscriber's warranties, representations, and obligations under this Agreement; (b) any omissions, falsehoods or misrepresentations of fact, regardless of whether the misrepresentation or omission was intentional or unintentional, Subscriber makes on the Certificate or in connection with this Agreement; (c) any infringement of an intellectual property right of any person or entity in information or content provided by Subscriber; (d) Subscriber's misuse of a Certificate or private key; or (e) failure to protect the private key, credentials, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorized use of the private key under the terms of this

Agreement. The CA and its RAs are not the agents, fiduciaries, trustees, or other representatives of Subscribers or Relying Parties.

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

To the extent permitted by law, Relying Party indemnifies Microsoft, Microsoft's partners, and any cross-signed entities, and their respective employees, directors, agents, and representatives from, and any third-party Certificate Authority or RA providing services to Microsoft or any of its affiliates in relation to any Certificate, and will defend these indemnified parties against, any loss, damage, or expense, including reasonable attorney's fees, related to the Relying Party's (i) breach of any service terms applicable to the services provided by Microsoft or its affiliates and used by the Relying Party, the Relying Party Agreement, this CPS, or applicable law; (ii) unreasonable reliance on a certificate or any constituent elements of it; or (iii) failure to check the certificate's status prior to use.

## **9.10 TERM AND TERMINATION**

### **9.10.1 Term**

This CPS becomes effective upon publication in the Repository.

This CPS, as amended from time to time, shall remain in force until it is replaced by a new version. Amendments to this CPS become effective upon publication in the Repository.

### **9.10.2 Termination**

This CPS and any amendments remain in effect until replaced by a newer version.

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

Upon termination of this CPS, participants are nevertheless bound by its terms for all Certificates issued for the remainder of the validity periods of such Certificates.

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

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

## **9.12 AMENDMENTS**

### **9.12.1 Procedure for Amendment**

Amendments to this CPS may be made by Microsoft PKI Services Service Manager and shall be approved by the Microsoft PKI Policy Management Authority as per Section 1.5.4.

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

No Stipulation

### **9.12.3 Circumstances under which OID must be changed**

No Stipulation

## **9.13 DISPUTE RESOLUTION PROVISIONS**

In the event of any dispute involving the services or provisions covered by this CPS, the aggrieved party shall notify a member of Microsoft PKI Policy Authority regarding the dispute. Microsoft PKI Policy Authority will involve the appropriate Microsoft personnel to resolve the dispute.

## **9.14 GOVERNING LAW**

The laws of Washington State govern the interpretation, construction, and enforcement of this CPS, including tort claims, without regard to any conflicts of law principles. The state or federal courts located in King County, Washington have nonexclusive venue and jurisdiction over any proceedings related to the CPS. Microsoft may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this CPS.

## **9.15 COMPLIANCE WITH APPLICABLE LAW**

This CPS is subject to all applicable laws and regulations, including United States restrictions on the export of software and cryptography products.

## **9.16 MISCELLANEOUS PROVISIONS**

### **9.16.1 Entire Agreement**

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

### **9.16.2 Assignment**

Any entities operating under this CPS may not assign their rights or obligations without the prior written consent of Microsoft. Unless specified otherwise in a contract with a party, Microsoft does not provide notice of assignment. This CPS shall be binding on all successors of the parties.

### **9.16.3 Severability**

In the event of a conflict between the CAB Forum BRs and a law, regulation, or government order (hereinafter 'Law') of any jurisdiction in which Microsoft PKI Services operates or issues certificates, Microsoft PKI Services MAY modify any conflicting requirement to the minimum

extent necessary to make the requirement valid and legal in the jurisdiction. This applies only to operations or certificate issuances that are subject to that Law.

In such an event, Microsoft PKI Services SHALL immediately (and prior to issuing a certificate under the modified requirement) include in Section 9.16.3 of Microsoft PKI Services' CPS or CP a detailed reference to the Law requiring a modification of the CAB Forum BRs under BRs Section 9.16.3, and the specific modification to the CAB Forum BRs implemented by Microsoft PKI Services.

Microsoft PKI Services MUST also (prior to issuing a certificate under the modified requirement) notify the CA/Browser Forum of the relevant information newly added to its CPS or CP by sending a message to [questions@cabforum.org](mailto:questions@cabforum.org) and receiving confirmation that it has been posted to the Public Mailing List and is indexed in the Public Mail Archives available at <https://cabforum.org/pipermail/public/> (or such other email addresses and links as the Forum may designate), so that the CA/Browser Forum may consider possible revisions to these Requirements accordingly.

Any modification to CA practice enabled under this section MUST be discontinued if and when the Law no longer applies, or these Requirements are modified to make it possible to comply with both them and the Law simultaneously. An appropriate change in practice, modification to Microsoft PKI Services CPS or CP and a notice to the CA/Browser Forum, as outlined above, MUST be made within 90 days.

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

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

#### **9.16.5 Force Majeure**

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

### **9.17 OTHER PROVISIONS**

This CPS shall be interpreted consistently with what is commercially reasonable in good faith under the circumstances and considering its international scope and uniform application.

**APPENDIX A: Document History****Change Control Log**

<b>New Revision</b>	<b>Revision Date (YYYY/MM/DD)</b>	<b>Revision Explanation</b>
3.2.3	2023/07/26	Minor updates to revisions and dates, Updates and Added Definitions, Clarified Repository is available 24x7, Clarified Use of Random Value for Domain Validation, Updated use of RFC 8659, Updated identification and authorization requirements, Clarified need for a direct command from a Root CA, Updated revocation instructions and revocation timelines, Clarify validity intervals for OSCP responses, Update security program requirements, Update key pair generation and audit reporting requirements, Clarify RSA and ECC quality checks, clarify certificate validity dates, Update audit qualifications, Update Certificate warranties, Clarify severability requirements.
3.2.2	2023/02/22	Update Change Log, Minor updates to revision and dates, Updated link to privacy statement, removed remaining EV language, updates contact information for revocation, clarification on Trademarks, updated Revocation Reason Codes, clarified certificate Subject Information, clarified Domain Validation methods, clarified Domain Name information, updates to align with RFC3647.
3.2.1	2022/01/07	Minor updates and added CA's
3.2.0	2021/07/12	Minor updates
3.1.9	2021/03/30	Minor updates and added CA's
3.1.8	2021/02/15	Minor clarifying updates
3.1.7	2020/11/05	Minor clarifying updates
3.1.6	2020/08/25	Added a process for Domain Validation
3.1.5	2020/07/28	Minor clarifying updates
3.1.4	2020/04/06	Minor clarifying updates
3.1.3	2019/08/05	Minor clarifying updates
3.1.2	2018/10/12	Minor clarifying updates
3.1.1	2018/07/10	Minor clarifying updates

3.1	2018/06/12	Minor updates to factor section revisions in CAB Forum's Baseline Requirements v1.5.7.
3.0	2018/02/28	Major update/rewrite to factor changes in CAB Forum's Baseline Requirements and EV Guidelines.
2.1	2014/04/30	Updated to incorporate findings from FY13 WebTrust Audit and internal review.
2.0	2013/04/02	Updated to support the practice of online CA operations
1.1	2013/01/02	Updated to support PKI Steering Committee, Microsoft Legal and Audit partner recommendations
1.0	2010/01/27	Established