



**swisscom**

# Order by Swisscom Partner

All-In Signing Service Timestamps in Switzerland and EU

Order No.

PRO No.

(numbers will be filled in by Swisscom in the order confirmation)

Partner:

End customer:

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## Table of contents

1	Purpose of the document.....	3
2	Characteristics of the service for the end customer.....	3
3	Contact person of the customer and 1 <sup>st</sup> level support contact .....	4
4	Contact person for Swisscom Roll-Out and Support.....	4
5	Activation of the service.....	4
6	Payment due .....	5
6.1	Service fee, connection prices and audit costs.....	5
6.2	Billing of the provision, connection and audit charges.....	5
6.3	Current usage charges.....	5
6.4	Billing of the current usage charges.....	5
6.5	Use of several service access internet points.....	5
6.6	Price list glossary.....	6
7	Submission .....	6
8	Special project-specific information .....	6

## 1 Purpose of the document

This order enables Swisscom to provide the All-in Signing Services of Swisscom (Switzerland) Ltd or Swisscom IT Services Finance S.E. Vienna to the end customer of the partner (hereinafter referred to as "end customer"). The service provider is:

Swisscom (Switzerland) AG  
 enterprise customers  
 Identification Services  
 Pfingstweidstrasse 51  
 CH-8005 Zurich (hereinafter referred to as "Swisscom")

The order is placed by the partner of Swisscom:

Company name /  
 organisation name

Address

Postcode/Town

Country

hereinafter referred to as "Partner". The order is based on the provisions of the valid signed "Partner Agreement for Reselling All-in Signing Services" between Swisscom and the Partner. The end customer addresses the AIS service via a "subscriber application". The subscriber application is used by the signatories who intend a qualified timestamp. The end customer is the following organization (details in the attached configuration and acceptance declaration):

Company name /  
 organisation name

Postcode/Town

country

## 2 Characteristics of the service for the end customer

Swisscom will provide the services in accordance with the service description referred to in section 2 and the provisions of the configuration and acceptance statement.

The following services will be provided in this contract according to the service description:

- Qualified time stamps according eIDAS regulation for the jurisdiction of EU and for the jurisdiction of CH (Publication EU trust list expected in Q1/2021)

The service will be provided based on the following service description:

- ["Service description All-in Signing Service for qualified electronic time stamp according to ESigA \(Zer-tES\) and eIDAS regulation" of August 1<sup>st</sup>, 2020](#)
- [Swisscom Service base documents:](#)
  - ["Information Security" of April 1<sup>st</sup>, 2019](#)
  - ["Service Glossary" of April 1<sup>st</sup>, 2019](#)
  - ["Service Management Processes" of April 1<sup>st</sup>, 2019](#)
  - ["SLA - Definitions" of April 1<sup>st</sup>, 2019](#)

The timestamp application will be operated by a subscriber. The subscriber can be the customer or a third party:

- Signed configuration and acceptance declaration of the subscriber is attached
- Signed configuration and acceptance declaration of the subscriber will be forwarded

### 3 Contact person of the customer and 1<sup>st</sup> level support contact

- according to partner contract

First name

Name

Language

Organization  
(if different)

Address  
(if different)

Telephone  
number

Mobile

Email

This person is authorised to contact Swisscom's 1st Level Support for ticket submission under the PRO number mentioned.

All incidents and technical notices are published by Swisscom under the link <https://trustservices.swisscom.com/service-status>. The contact persons should subscribe to this page via RSS feed (e.g. via Outlook) or view it regularly.

### 4 Contact person for Swisscom Roll-Out and Support

The partner can submit his support request regarding the end customer to 1st Level Support (telephone +41 (0) 800 724 724 or [ent.incident-data@swisscom.com](mailto:ent.incident-data@swisscom.com)): The PRO number, which is stated in the order confirmation, must be stated here! The names are stored in the acceptance and configuration declaration of the end customer. The customer's technical contact can submit tickets (role "caller"). The end customer then announces two further contact persons who receive Swisscom fault reports, important technical information (role "notificator") or maintenance reports (role "maintenance").

### 5 Activation of the service

The service will be activated after the following points have been fulfilled:

- Sending of this order by e-mail to Swisscom in combination with the configuration and acceptance declaration and the certificate application
- Completion by Swisscom with contract number and PRO number and confirmation
- Signing and submission of the configuration and acceptance declaration by the end customer
- Fulfilment of all cooperation services within the scope of the connection by the end customer

The setup takes place within 2 weeks after fulfilment of these points.

## 6 Payment due

All prices quoted are in Swiss francs (CHF) and exclusive of VAT.

### 6.1 Service fee, connection prices and audit costs

Services	Comments	Annual charges	One-off charge
Annual connection charge per service interface (SAIP)	Annual billing, for the first time in the month after conclusion of contract	2'400.00	
Consulting efforts for implementation of the interface	Up to 3 man hours Each further man day	Included Billed at cost	
	Special audit charges due to non-fulfilment of cooperation obligations	Billed at cost	

\*) Daily rate: Swisscom 1'920.00 CHF, For the involvement of an auditor approx. 2'600.00 CHF have to be calculated. All prices plus expenses and travel expenses

### 6.2 Billing of the provision, connection and audit charges

The connection and optional audit charges are billed annually and for the first time in the month after activation of the service.

Optional one-off charges are billed after conclusion of this contract. The annual connection charges are invoiced at the start of each contractual year.

The charges incurred through the exercising of the right of inspection and control by Swisscom or third parties engaged by Swisscom are included in the list of charges above unless the result of the control justifies the Subscriber bearing the charges because they have failed to meet their cooperation obligations. Any additional audit charges from third parties in the event of failure to fulfil cooperation obligations will be billed based on effective audit costs by Swisscom or third parties annually.

Any reimbursement in the event of premature termination of the contract is excluded.

### 6.3 Current usage charges

The usage will be charged "per timestamp".

The volume used for the contractual month concerned is the decisive factor. The charge per timestamp falls for the following timestamps when the threshold from one volume range to the next is exceeded.

Services	Volume range: Timestamps in the year via a service access internet point	Charge per timestamp
Qualified timestamp according section 2	1 - 50'000	0.04
	50'001 - 500'000	0.03
	500'001 - 2'000'000	0.02
	Above	*)

\*) according project agreement or contract specific price list see section 8 "Project specific amendments"

### 6.4 Billing of the current usage charges

The current usage charges will be billed at the end of a service month. The service invoice contains the number of timestamps made during the month.

Any reimbursement in the event of premature termination of the contract is excluded.

### 6.5 Use of several service access internet points

Volume ranges or signatories are applied per service access internet point. Volumes cannot be accumulated via several service access internet points.

## 6.6 Price list glossary

AIS service	All-In Signing Service which is provided up to the SAIP of Swisscom.
SAIP = Service Access Internet Point	The Service Access Interface Point (SAIP) is the contractually agreed logical point at which the service is delivered to the Customer and monitored and at which the service level is reported. It is the point of communication with the subscriber application

## 7 Submission

Order date:

This order will be submitted by e-mail to the following address:

[msc.support@swisscom.com](mailto:msc.support@swisscom.com)

You will then receive this order as order confirmation with added order number and PRO number for support cases by e-mail. The configuration and acceptance declaration signed by the end customer can be attached if digitally signed on the basis of the Swiss Digital Signature Legislation (ZertES).

Otherwise, the signed document shall be submitted by regular mail at:

Swisscom (Switzerland) AG  
 enterprise customers  
 Identification Services / Sales Support  
 Pfingstweidstrasse 51  
 8005 Zurich  
 Switzerland

## 8 Special project-specific information

Other data and configurations not mentioned above can be described here if necessary:



**swisscom**

# Configuration and acceptance declaration

All-In Signing Service for electronic timestamps in Switzerland and EU

**Contract no.**

(will be filled out by Swisscom)

**By:**

**Regarding:**

Swisscom (Switzerland) Ltd, with its registered office in Ittigen

hereinafter referred to as “Subscriber”

hereinafter referred to as “Swisscom”

**Postal address**

Swisscom (Schweiz) AG  
Enterprise Customers  
Identification Services  
Pfungstweidstrasse 51  
8005 Zürich  
Schweiz

**Please use Adobe Acrobat to fill out this form!**

## Table of Content

1	<b>Object of the document</b> .....	3
2	<b>Information on the contract</b> .....	3
2.1	Signature quality, jurisdiction (CH, EU) .....	3
2.2	Client software used .....	3
3	<b>Service access</b> .....	4
3.1	SSL access certificate.....	4
3.2	Protection of the SSL access certificate .....	4
3.3	Terms of Use .....	4
4	<b>Protection of the subscriber application</b> .....	5
5	<b>Contact details of the operations team</b> .....	5
5.1	Address of the Subscriber .....	5
5.2	Support.....	5
5.3	First responsible in charge .....	5
5.4	Second person in charge .....	6
6	<b>Swisscom right of audit</b> .....	7
7	<b>Liability</b> .....	7
8	<b>Power of attorney and declaration of acceptance</b> .....	7
9	<b>Special project-specific information</b> .....	7
10	<b>Submission</b> .....	8
11	<b>Signatures</b> .....	8



## 1 Object of the document

This document is attached to every order of an All-in Signing Service (hereinafter “AIS Service”) from Swisscom (Switzerland) Inc. for a user of this service, hereinafter “Subscriber”.

The qualified electronic time stamps mentioned in the eIDAS Regulation of the EU are issued by the Trust Service of Swisscom IT Services Finance S.E in Vienna (filed in, publication on Trust List expected in Q1/2021). Swisscom (Switzerland) Ltd. accepts the configuration and acceptance declaration on behalf of Swisscom IT Services Finance S.E. in this context. Timestamps according to eSigA (ZertES) of Switzerland are issued by Swisscom (Switzerland) Ltd..

The Subscriber contacts the AIS service for a “subscriber application”. The subscriber application is used by creators of an electronic timestamp (hereinafter “time stamp creator”) who intend to use an electronic qualified time stamp according Swiss federal act eSigA (ZertES) or starting with the publication in the EU trust list a qualified electronic time stamp according eIDAS regulation. Time stamp creators and subscribers could be same or different parties.

This statement serves as an overview of the desired service specification and of the responsible contact persons. It further contains the confirmation of obligations of Swisscom based on the general service description AIS for integrating the subscriber application in the All-in Signing Service.

The AIS Service can only be setup after all information is retrieved and the necessary obligations are confirmed.

This statement is used in the Swisscom audit of Swisscom (Switzerland) Ltd and Swisscom IT Services Finance S.E. pertaining to the accreditation authority or conformity assessment body to demonstrate the conformity of the AIS service.

(NA) = “not applicable”. Please refer to appendices if the field size is not sufficient!

## 2 Information on the contract

### 2.1 Signature quality, jurisdiction (CH, EU)

- Qualified timestamp according to ZertES (CH) and eIDAS (EU)

### 2.2 Client software used

The following client software authorized by Swisscom is used to communicate with the AIS service (product description, version number or version status (date), manufacturer):

## 3 Service access

### 3.1 SSL access certificate

For the access to qualified electronic time stamps, the Subscriber generates a self-signed SSL client certificate with a key length as per the current certificate guidelines (currently at least 2048 bits for RSA, 256 bits for SHA2) to authenticate the AIS service, and conveys this beforehand to Swisscom. Please use always the latest state of SSL/TLS configuration and test your application Internet portals, such as <https://www.ssllabs.com/ssltest/>.

Content of the “subject” or “distinguished name” of the certificate:

- CN=<URL of the subscriber system that communicates with AIS or other unique identification of the subscriber system>
- O=<name of the organisation>
- Email=<Email contact for this certificate>
- C=<country of the organisation>

Valid for three years. No particular requirements are set for the use of the key. The certificate must be renewed by the subscriber without prior request before the end of validity of 3 years. If this does not happen, no time stamp can be issued until renewal!

### 3.2 Protection of the SSL access certificate

The SSL access certificate which protects the communication between the subscriber application and Swisscom AIS is handed over to the subscriber and Swisscom by the time stamp creator or his authorised representative.

The following must be ticked for access certificates:

- (NA) A. The private keys of this SSL certificate are not stored in a readable format on the system but are themselves encrypted on the system or stored on a special password protected area.
- (NA) B. The private keys of the SSL certificate are stored on external data carriers, which are kept in a secured place.
- (NA) C. The private keys of the SSL certificate are managed autonomously through the subscriber application and are not accessible by the administrator.

### 3.3 Terms of Use

- (NA) The Subscriber acknowledges that a signature with a time stamp can only be made after acceptance of the terms and conditions. This must be displayed by the Subscriber to the signer before the signature and the signer must accept it in an opt-in procedure (e.g. “check box”) in the form that he has read, understood and accepted it. Alternatively, it is necessary to ensure in batch mode that the person responsible for the batch knows and accepts these terms of use and that this acceptance can be shown to Swisscom on request. If the person responsible for this acceptance is also the person responsible for this declaration, acceptance shall be made by signing this declaration. For this purpose, the link to the current version must be forwarded to the signer or responsible person:

[http://documents.swisscom.com/product/filestore/lib/361fd267-85c0-47ec-a15e-fbc1dbb8a2a8/term-sofuse\\_tsa-en.pdf?idxme=pex-search](http://documents.swisscom.com/product/filestore/lib/361fd267-85c0-47ec-a15e-fbc1dbb8a2a8/term-sofuse_tsa-en.pdf?idxme=pex-search)

## 4 Protection of the subscriber application

- A. The subscriber application is protected against any unauthorised access/manipulation, and the operating system software and the software components used are regularly kept up to date (update, patching).
- B. It is prevented organizationally or technically if administrators have access to the subscriber application, abuse it (e.g. force a signature on a document other than the one released by the user for signature, etc.) or otherwise have unauthorized access. The protection concept in this regard can be proven to Swisscom at any time upon request.

## 5 Contact details of the operations team

### 5.1 Address of the Subscriber

Name of company /  
organisation

Company ID (BIN)

Address

Postcode,  
town/city

Country

### 5.2 Support

Based on the commercial contract with a Swisscom partner, the partner will provide 1st level support and accept the participant's requests. You can also specify persons who receive system messages, important technical information (role "notificator") or maintenance messages (role "maintenance") from Swisscom. When entering your e-mail address, please make sure that the messages will reach you and, if necessary, use a team mailbox.

1st Level Support will be provided by Swisscom Partner:

Organisation

### 5.3 First responsible in charge

At least two persons in charge must be designated

First name

Surname

Language

Organisation  
(if different)

Address  
(if different)

Phone number

Mobile

E-mail

This person should \*)

- Receive error messages and important technical information (Role "notificator")
- Receive service announcements (Role "maintenance")

\*) All incidents and technical notices are published by Swisscom under the link <https://trustservices.swisscom.com/service-status>. The contact persons should subscribe to this page via RSS feed (e.g. via Outlook) or view it regularly.

#### 5.4 Second person in charge

First name

Surname

Language

Organisation  
(if different)

Address  
(if different)

Phone number

Mobile

E-mail

This person should \*)

- Receive error messages and important technical information (Role "notificator")
- Receive service announcements (Role "maintenance")

When entering your e-mail address, please make sure that you are receiving the messages, and if necessary use a team mailbox.

\*) All incidents and technical notices are published by Swisscom under the link <https://trustservices.swisscom.com/service-status>. The contact persons should subscribe to this page via RSS feed (e.g. via Outlook) or view it regularly.

## 6 Swisscom right of audit

Swisscom is authorised to check by means of auditing that subscribers are adhering to the requirements that apply to them as per this service description and the certificate guidelines (CP/CPS) in relation to the subscriber application. Swisscom may have an audit carried out by their own employees or by a third party and share the results with the relevant conformity assessment offices and supervisory authorities. In carrying out the audit, Swisscom shall respect the normal business hours. The Subscriber shall grant access to all necessary documents and systems throughout the audit and shall guarantee Swisscom and any third parties commissioned or authorised by it in this context access to the required amount of space. Swisscom or its representatives shall sign an agreement in advance specifying the regulations to be followed in the audit, such as in particular obligations of confidentiality, the plan of the audit, the right to comment etc. Unless a shorter period is required for legal reasons or because of instructions from the supervisory authority or conformity assessment body, the audit must be announced at least 60 calendar days in advance. An audit can also include a security audit of the subscriber system that is linked to the AIS service. In consultation with the security officer, it must be also be possible to conduct penetration tests or vulnerability scans on the affected system.

The contact person for audits of the Subscriber is one of the contacts named in the declaration of configuration and acceptance above. They make sure that a deputy is appointed. The annual charge for reviewing the subscriber application and any possible external registration office can be found in the price list. The Subscriber shall bear their own costs.

The subscriber is obliged to rectify any defects identified in the audit.

## 7 Liability

The liability of both parties is based on this contract. In this case, the liability of Swisscom towards the Subscriber for damages in connection with providing the certification service in accordance with this configuration and acceptance declaration for simple negligence is excluded to the extent permitted by law.

## 8 Power of attorney and declaration of acceptance

As part of this declaration of configuration and acceptance, the Subscriber of Swisscom confirms, that

- it has declared that all the configuration parameters mentioned above are correct and Swisscom is entrusted with activating the service.

Additionally, the Subscriber authorises the contact persons named under Section 5 for all information relating to the security of the connection and the access to Swisscom.

## 9 Special project-specific information

Other information and configurations which have not been mentioned above can be described here if necessary:



## 10 Submission

This declaration of configuration and acceptance will be submitted in advance by e-mail to the following address:

[Msc.support@swisscom.com](mailto:Msc.support@swisscom.com)

You can then either sign this completed declaration in Swisscom's digital signature room with a qualified signature in accordance with ZertES or sign it by hand and send it by post to the following address:

Swisscom (Schweiz) AG  
Enterprise Customers  
Identification Services / Sales Support  
Pfungstweidstrasse 51  
8005 Zürich  
Switzerland

The signatories are identified for the qualified signature in accordance with the Swiss Signature Act and would like to sign the contract electronically in Swisscom's SwissTrustRoom.

## 11 Signatures

Swisscom requires the document to be signed by hand and filed in by regular mail or with a qualified signature in accordance with the Swiss Signature Act (ZertES). If this contract is electronically signed bundled with another contract in the same PDF document, the electronic qualified signature applies to all contracts contained in the signed PDF.

Place, date

First name and surname  
Title

First name and surname  
Title

Signature(s)