Appendix 5: SSCP® License

The SPAC Alliance trade association (hereinafter referred to as “SPAC Alliance”) is an organization that federates European players in digital security, with a mission to inform, train and standardize. As a catalyst of the success of the European security industry, SPAC Alliance aims to protect the strategic assets of the most demanding businesses and governments. The political, societal and economic stakes demonstrate the importance for Europe to have an organization that federates the existing forces to develop a response to:

- The need for vitally important operators under the terms of the military programming law in France and the European NIS (Network and Information Security) directive to define the OESs (Operators of Essential Services),
- The impact of the GDPR and the CNIL decree in France on biometric authentication for physical access control,
- The implementation of the European Cybersecurity Act, and the new certification processes.

SPAC Alliance has been granted a license for SSCP communication protocol distribution by the company STid, comprising its copyrights and expertise, hereinafter referred to as “Protocol”, which includes the following characteristics:

- Open protocols, but which are covered by confidentiality agreements
- Two-way communication between the reader and access controller
- Cryptography using public algorithms recommended by bodies specialized in information security such as ANSSI (French cybersecurity agency) or the NIST ((National Institute of Standards and Technology) and SSCPV2 uses a key-generating method recommended by the NIST SP 800-108)
- Authentication of the reader (session keys)
- Signature, encryption
- User key management
- Transparent mode possible
- Selection of the communication mode and security levels (unencrypted, signed, encrypted, encrypted/signed). SSCP is a trademark, owned by the company STid.

The Protocol protects the communications of physical and digital access control equipment. It provides a secure connection between the readers (inspection devices) and the management system (concentrator) to guarantee a level of security in line with government requirements. The SSCP protocol provides uniform protection for all your applications by protecting interface communications (RS485, USB, TCP/IP, etc.) it guarantees the interoperability of all equipment through compliance certification. Its purpose is to provide businesses with genuine technological independence, giving them greater freedom.

By actively supporting the SSCP standard, SPAC Alliance establishes itself as an organization working for a stronger, autonomous and interoperable European security. STID has agreed to entrust SPAC Alliance with the distribution of the Protocol and the implementation of a certification program for operators wanting to benefit from the Protocol.

ARTICLE 1 - Purpose

In this contract (or “MANUFACTURER’S License”), SPAC Alliance grants the Protocol integrator company having signed the MANUFACTURER’S License (hereinafter referred to as “INDUSTRIAL License Holder”), the non-exclusive right to use the Protocol and the SSCP trademark referred to in the recital, in accordance with the conditions set out hereinafter. It must not be used for other purposes.

The MANUFACTURER is therefore authorized to use the Protocol and the SSCP trademark for the purposes of fulfilling this contract.

ARTICLE 2 - Specific conditions of the License and sub-license

The license:

- Allows the INDUSTRIAL License Holder to use the Protocol by integrating it into its products and solutions,
- Is free of charge, with the exception of fees relating to the download of material at a sum of €90, and granted for an indefinite period,
- Is worldwide, personal, non-transferable, with the option to grant a user license to its clients (USERS)

The MANUFACTURERS have the right to grant Protocol user licenses to its customers (USERS) by providing them with the right of personal use, without the option of a sub-license, which is non-transferable, free of charge, for an indefinite period, and worldwide (USER’S LICENCE).

In addition to the obligations of this document, the MANUFACTURER’S License includes the following obligations and limitations:

- The obligation (i) to include the limits on use of the USER’S License in your terms and conditions of sale (ii) and to mention “SSCP” on its packaging and documents,

- Certification:

  - For MANUFACTURERS of devices/equipment (the design, marketing of equipment/hardware) the right to use the Protocol is on the condition of acquiring certification issued by SPAC Alliance; this will grant the right to also use the “SSCP Inside” or “SSCP” brand.

  - For system MANUFACTURERS (design, marketing of licensing solutions-systems) the MANUFACTURER'S License does not require certification,

The MANUFACTURER’S LICENCES and USER’S LICENCES do not allow the License Holders in question to translate, adapt, reorganize or modify the Protocol, to export it or combine it with other Protocols. Every License Holder may propose any suggestions for improvements or upgrades (...) by contacting SPAC Alliance beforehand or by becoming a member in order to participate in working groups for changes to the Protocol.

The INDUSTRIAL License Holder undertakes to comply with the conditions of the MANUFACTURER'S License, the ownership statements on the Protocol, material or documents.

The MANUFACTURER'S License does not imply any transfer of intellectual property rights regarding

the Protocol or the Brand.

ARTICLE 3 - Training

The INDUSTRIAL License Holder is required to ensure that its personnel has the necessary skills to correctly use the Protocol and to ensure compliance with these provisions.

ARTICLE 4 - Use of the Protocol - Confidentiality

The Protocol is used by the INDUSTRIAL License Holder under their own responsibility. The Protocol user is required to ensure the safety, and physical and electronic security of its implementation.

The INDUSTRIAL License Holder is forbidden from sending a copy of all or part of the Protocol to a third party, with this Protocol remaining strictly confidential and non-disclosable information.

ARTICLE 5 - Description of the supply

The Protocol is available to download for the INDUSTRIAL License Holder in PDF format.
Please go to https://www.spac-alliance.org/ to create an account if you do not already have one, or if not to login with your user name and password
In the menu with your name, click on the SSCP Specifications tab.
After accepting the conditions for use of the SSCP Protocol, you can buy the SSCP Protocol and pay the download fee for the file containing the Protocol.

The document will then start downloading.

ARTICLE 6 - Warranty

The INDUSTRIAL License Holder should be reminded that:

STid guarantees that the Protocol complies with its documentation and does not guarantee that the Protocol is free from anomalies or flaws, or that its operation is interrupted, because the latter depends on many parameters such as integration and the various interfaces with which is associated with.

STid recommends that the implementations of the License Holder be certified under a global system; the SSCP Protocol section is only a “link” in the security certification chain under the responsibility of ANSSI (such as CSPN (first-level security certification), or common criteria, or the equivalent) and/or national competent agencies for information systems security.

STid recommends having a GDPR compliance audit conducted when personal and/or sensitive data as defined by the GDPR is collected, stored and processed using systems in which the user will implement the Protocol.

ARTICLE 7 - Liability

The use of the Protocol in accordance with the conditions of the MANUFACTURER'S License is under the responsibility of the INDUSTRIAL License Holder. STid and/or SPAC Alliance cannot be held liable for any indirect and immaterial damages which could be caused as a result of using the Protocol.

ARTICLE 8 - Duration

The MANUFACTURER'S License is concluded for an indefinite period. In the event of termination, the

INDUSTRIAL License Holder will no longer be able to integrate the Protocol into its products and services; it will nevertheless be able to terminate any current orders and liquidate the stocks of its existing products before the date of termination of the MANUFACTURER's License.

ARTICLE 9 - Termination for a party's breach of its obligations

In the event that either party does not comply with its obligations under this contract such as, in particular, for one of the following reasons: disparagement of the Protocol or non-compliance with the terms of the MANUFACTURER'S License, (...), the MANUFACTURER'S License may be terminated by SPAC Alliance.

ARTICLE 10- Transfer of the contract

As this contract is on a "intuitu personae" basis, the INDUSTRIAL License Holder is forbidden, on the one hand, from transferring, for any reason and in any form whatsoever, in return for financial consideration or free of charge, the contract or any of its rights and obligations to a third party and, on the other hand, from entrusting a third party with the fulfilment of all or part of their contractual obligations.

However, these prohibitions may not be used against legal obligations of public policy.

Article 11- Modification – Completeness

This contract can only be modified through an amendment signed by all parties to the contract.

ARTICLE 12 - Waivers

It is formally agreed that any forbearance or waiver by one party, of all or part of the obligations provided for in this contract, regardless of its frequency or duration, may not constitute a modification of this contract, or give rise to any right.

ARTICLE 13 - Partial invalidity

The invalidity or inapplicability of any of the provisions in this contract will not entail the invalidity of the other provisions which will remain in full force and retain their scope.

However, the parties may, by mutual agreement, agree to replace the invalidated provision(s).

ARTICLE 14 - Applicable law - Language of the contract

The parties have expressly agreed that this contract is subject to French law, exclusive of other legislation.

It has been drawn up in French. If it is translated into one or more other languages, only the French text will apply in the event of a dispute.

ARTICLE 15 - Disputes

ANY DISPUTE REGARDING THE CONCLUSION, INTERPRETATION, FULFILMENT, OR TRANSFER OF THE PRESENT CONTRACT WILL BE REFERRED TO THE COURT OF MARSEILLE (France) WHICH HAS EXCLUSIVE JURISDICTION, INCLUDING FOR SUMMARY PROCEEDINGS, NOTWITHSTANDING THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS.