



**EXHIBIT A**  
**to**  
**Amended and Restated DirectTrust**  
**Federated Services Agreement**  
**For Accredited Entities**  
**adopted on October 11, 2017**  
**“CA/RA Addendum”**

**THIS EXHIBIT A, CA/RA ADDENDUM (“ADDENDUM”) to the AMENDED AND RESTATED DIRECTTRUST FEDERATED SERVICES AGREEMENT FOR ACCREDITED ENTITIES** adopted on October 11, 2017 (the “DirectTrust FSA” or “Agreement”), confirms that \_\_\_\_\_ (“Participant”) has contracted with \_\_\_\_\_, for Certificate Authority (“CA”), Registration Authority (“RA”), or Certificate Authority and Registration Authority (“CA/RA”) services, as indicated on the signature page of this Addendum, to support Participant’s HISP services in connection with DirectTrust Trust Anchor Bundle(s) under the DirectTrust FSA. As used herein, “CA/RA” shall refer to the entity signing this Addendum, in whichever capacity (CA, RA, or CA and RA) is indicated on the signature page hereto.

CA/RA, by the signature of its authorized representative below, acknowledges and agrees that in providing CA/RA services to Participant in connection with participation in DirectTrust Trust Anchor Bundle(s), CA/RA agrees to and shall abide by the following terms and conditions:

**I. CA/RA RESPONSIBILITIES**

a. Accreditation. CA/RA is currently, and shall at all times while providing services to Participant in connection with DirectTrust Trust Anchor Bundle(s) remain, accredited and in good standing under the terms of the DirectTrust Trusted Agent Accreditation Program for CAs and RAs (“Accreditation Programs”) administered by DirectTrust in conjunction with EHNAC, or another accreditation program approved as equivalent by DirectTrust. CA/RA shall adhere at all times to the DirectTrust-partner CA Accreditation and/or DirectTrust-partner RA Accreditation criteria, as applicable. CA/RA agrees to immediately notify DirectTrust if, at any time, CA/RA is not in compliance with the applicable DirectTrust-partner CA Accreditation and/or DirectTrust-partner RA Accreditation criteria, and shall set forth in the notice the steps CA/RA is taking, if any, to come back into compliance. CA/RA specifically understands and acknowledges that loss or revocation of CA’s/RA’s accreditation shall immediately disqualify Participant from inclusion in DirectTrust Trust Anchor Bundle(s), and from the rights and benefits set forth in the DirectTrust FSA.

b. Participation in DirectTrust Anchor Bundle. CA/RA is aware of, and agrees in connection with the provision of services to Participant to at all times to comply with, the requirements of



the applicable Standard Operating Procedure(s) (“SOP”) for DirectTrust Trust Anchor Bundle(s). CA/RA shall stay current in the payment of any required fees, as set forth in Schedule 1 to the DirectTrust FSA. Furthermore, CA/RA specifically understands and acknowledges that its failure to adhere to the SOP(s) and the requirements set forth in Section I.a of this Addendum may result in immediate termination of Participant’s inclusion in DirectTrust Trust Anchor Bundle(s), pursuant to Section II.b of the DirectTrust FSA.

c. Changes in Applicable Policies. CA/RA acknowledges that the requirements of the Accreditation Programs, their criteria, or the SOP(s) may from time to time be modified. CA/RA agrees to be bound by and adhere to all such changes, and understands the Participant’s obligations pursuant to the DirectTrust FSA require adherence by Participant and its CA and RA to the most current version of the Accreditation Program requirements, their criteria, and SOP(s). In the event CA/RA objects to changes to the requirements of the Accreditation Programs, their criteria, or the SOP(s), and elects not to comply, CA/RA shall immediately so notify Participant and DirectTrust, in writing. Absent such notification, it shall be presumed that CA/RA intends to and will comply with all such changes. CA/RA understands and acknowledges that CA’s/RA’s non-compliance shall place Participant in breach of the DirectTrust FSA.

d. Direct Standard. The Direct Standard is a set of protocols and technical specifications, as defined by 45 CFR Part 170, Section 170.202 (a), and endorsed by the Office of the National Coordinator for Health IT (ONC), to enable the secure exchange of health information over the Internet. CA/RA shall follow the Direct Standard, and any amendments to the Direct Standard, for secure messaging when supporting Participant’s HISP services in connection with DirectTrust Trust Anchor Bundle(s) under the DirectTrust FSA. “Basic Message,” as used in this Addendum, means a message used to send a variety of structured or unstructured content in accordance with the Direct Standard, which incorporates by reference the Applicability Statement for Secure Health Transport, Version 1.2, August 3, 2015, available at: <http://wiki.directproject.org/Applicability+Statement+for+Secure+Health+Transport><sup>1</sup> and any amendments.

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<sup>1</sup> <http://wiki.directproject.org/file/view/Applicability+Statement+for+Secure+Health+Transport+v1.2.pdf>

e. Support. Neither CA/RA, Participant, nor DirectTrust is required to provide any technical or other support to the other party. However, for the duration of the Agreement and Addendum CA/RA, agrees to provide an email address that DirectTrust may use to submit questions relevant to the Agreement. CA/RA agrees to reply to all questions submitted by DirectTrust within three (3) business days after the email is sent.

f. Marketing, Publicity and Distribution. CA/RA may disclose that it is providing CA/RA services to Participant in connection with DirectTrust Trust Anchor Bundle(s). However, CA/RA may not disclose the Agreement or Addendum or issue a press release regarding its support of Participant under the Agreement and/or Addendum without the prior written consent of Participant and DirectTrust.

## **II. TERM AND TERMINATION**

a. Term. CA's/RA's obligations under this Addendum shall continue for so long as CA/RA is providing support of any kind for Participant's HISP services in connection with DirectTrust Trust Anchor Bundle(s) under the DirectTrust FSA.

b. Termination. CA's/RA's obligations under this Addendum shall terminate (i) when Participant's Agreement with DirectTrust terminates, or (ii) when CA/RA is no longer providing, and Participant submits to DirectTrust a signed addendum from a substitute CA/RA that is taking over the provision of, the support for Participant's HISP services in connection with DirectTrust Trust Anchor Bundle(s) under the DirectTrust FSA. CA/RA acknowledges and agrees that no fees paid by CA/RA to DirectTrust in connection with Participant's inclusion in DirectTrust Trust Anchor Bundle(s) shall be refunded upon termination of this Addendum.

c. Survival. The provisions of Sections III-V survive termination of this Addendum.

## **III. PROPRIETARY INFORMATION**

a. Protection of Proprietary Information. "Proprietary Information" means information, materials, processes, ideas, and techniques (whether or not reduced to writing) (i) which are not generally known in the relevant industry; (ii) which afford possessors of the information a commercial advantage over others; (iii) which are considered trade secrets under Applicable Law; and/or (iv) which, if utilized or disclosed by a party receiving such information, would place the party disclosing such information at a competitive disadvantage. Except as necessary for a party to perform its obligations under the Agreement or this Addendum, as permitted under a written consent of a disclosing party, or as required under Applicable Law, CA/RA will not use or disclose Proprietary Information received by CA/RA in connection with DirectTrust Trust Anchor Bundle(s).

b. Names, Logos, Marks. Neither party may use the name, logos, or marks of the other party or of DirectTrust without prior written consent, except that each party may use the trade name and logo of the other party to indicate the Participant's and CA's/RA's participation within DirectTrust Trust Anchor Bundle(s). Use of the trademarks or logos of either party will be subject to compliance with licensing requirements of the party, to be provided upon request, and the trade name and logo of a government agency Participant shall not be used in such a manner as to express or imply Participant's endorsement of DirectTrust or other Participants. All use of one party's stock abbreviations or symbols, trademarks, trade names or logos by the other party will inure to the benefit of the owner of those stock abbreviations or symbols, trademarks, trade names or logos.

#### **IV. WARRANTIES/COVENANTS/DISCLAIMER**

a. Disclaimer of Warranties. CA/RA warrants that its systems and operations shall perform as required by its accreditation(s) and the SOP(s); *however*, with the exception of the foregoing, CA/RA disclaims any other warranty with regard to the performance of its systems and operations.

b. Carrier Lines. The transmission of messages is provided over various facilities and communications lines, and information shall be transmitted over local exchange and Internet backbone carrier lines and through routers, switches, and other devices (collectively, "Carrier Lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which may be beyond the Participant's, CA's/RA's, and DirectTrust's control. Provided that CA/RA uses reasonable security measures that comply with its accreditation(s) and the SOP(s), CA/RA does not assume any liability relating to (i) the integrity, privacy, security, confidentiality, or use of any information resulting from transmission using Carrier Lines that are not under CA's/RA's control, or (ii) any delay, failure, interruption, interception, loss, transmission, or corruption of any Basic Message information resulting from transmission using Carrier Lines that are not under CA's/RA's control.

c. Limited Third-Party Beneficiaries. CA/RA agrees that DirectTrust is an intended third-party beneficiary of this Addendum and shall have the right, independent of Participant, to enforce the terms of this Addendum. This Addendum does not create any beneficiary rights in any other third-parties except DirectTrust.

#### **V. GENERAL PROVISIONS**

- a) Dispute Resolution. Any dispute regarding CA's/RA's good standing under the terms of its accreditation or adherence to the DirectTrust-partner CA Accreditation and/or DirectTrust-partner RA Accreditation criteria shall be resolved pursuant to the non-compliance notification procedures for accredited entities administered by DirectTrust- and DirectTrust's partners or, for CAs/RAs accredited outside the Accreditation Program, the dispute mechanism applicable to the CA's/RA's accreditation. In each instance, the final decision rendered pursuant to the designated dispute resolution mechanism shall be final and dispositive for purposes of determining CA's/RA's compliance with the accreditation provisions of this Addendum and Participant's qualification under the Agreement for inclusion in DirectTrust Trust Anchor Bundle(s).

Except as set forth immediately above, any dispute regarding CA's/RA's adherence to the SOP(s) or this Addendum shall be subject to negotiation and arbitration, as follows:

The parties shall attempt to resolve the dispute through good-faith negotiations. If negotiations fail to achieve a satisfactory resolution within fifteen (15) days after either party provides written notice of the dispute, then binding arbitration shall be used to resolve the dispute, unless Participant is a government entity. In lieu of arbitration a government entity shall have the right to proceed to court. If arbitration applies, the parties shall mutually select an arbitrator. If the parties fail to select an arbitrator, then the DirectTrust Board of Directors shall select an arbitrator that they believe can fairly and impartially resolve the dispute. Arbitration will occur at a place mutually selected by the parties. If a place cannot be mutually agreed to, then the parties will arbitrate the dispute in Washington, D.C. Absent other agreement among the parties, the arbitration shall be governed by the commercial arbitration rules and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding for purposes of this Addendum, and each party shall bear its own attorneys' fees. The costs of arbitration shall be shared equally among the parties to the arbitration.

- b) Compliance with Applicable Law. "Applicable Law" means all federal and state laws and regulations governing Basic Messages transmitted in accordance with the Direct Standard and/or the parties' trade secrets or other proprietary information. Each party shall perform its obligations under this Addendum in accordance with Applicable Law.
- c) Governing Law. The laws of the state of Delaware govern the interpretation, construction, and enforcement of this Addendum and all matters related to it, including tort claims, without regards to any conflicts-of-laws principles, and the parties hereby submit to the exclusive jurisdiction of and venue in the state and federal courts located

in the state of Delaware, unless Participant is a government entity, in which case the laws of Participant's jurisdiction (state or federal) shall apply, and jurisdiction and venue shall be in the courts of the Participant's jurisdiction (state or federal).

- d) Notices. Notices are effective on the date received, per written proof of delivery from a delivery service or via email. Parties shall send any notices required under this Addendum addressed as follows:

DirectTrust:  
DirectTrust.org, Inc.  
1629 K Street NW, Suite 300  
Washington, DC 20006

CA/RA:

Participant:

- e) Assignment. Participant shall provide notice to DirectTrust of any assignment of this Addendum and any change of control event in Participant's organization within thirty (30) days of the assignment/change of control event. A change of control event means (i) the ownership of fifty percent (50%) of the Participant's voting rights changes, (ii) the ability to manage the business by a vote of the ownership of Participant changes, (iii) the ability to elect more than fifty percent (50%) of Participant's Board of Directors changes. No assignment of this Addendum shall be effective, unless the party accepting the assignment agrees to be fully bound as the Participant named herein.
- f) Severability. If any portion of this Addendum is deemed to be unenforceable, the balance shall nevertheless continue in effect and the remaining provisions may be enforced to the full extent permitted by law.
- g) Independent Contractors. The parties acknowledge that the relationship of parties is that of independent contractors and that nothing contained in this Addendum shall be construed to place any of the parties in the relationship of principal and agent, master and servant, partners or joint venturers.
- h) Amendment; Waiver. No amendment of any provision of this Addendum shall be effective unless set forth in a writing signed by a representative of the parties, and then

only to the extent specifically set forth therein. No course of dealing on the part of any party, nor any failure or delay by either party with respect to exercising any of its rights, powers or privileges under this Addendum or law shall operate as a waiver thereof. No waiver by either party of any condition or the breach of any provision of this Addendum in any one or more instances shall be deemed a further or continuing waiver of the same or any other condition or provision.

- i) Attorneys' Fees. If any arbitration or other action at law or in equity is necessary to enforce the terms of this Addendum, the prevailing party shall be entitled to reimbursement from the other party for its expenses and reasonable attorneys' fees and expert fees associated with the action, in addition to any other relief to which such prevailing party may be entitled.
- j) Entire Agreement. This Addendum, together with the Agreement Exhibits and attachments hereto, all of which are incorporated herein and made part hereof by this reference, embodies the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and thereof.
- k) Severability. If any term of this Addendum or part hereof not essential to the commercial purpose of this Addendum shall be held to be illegal, invalid or unenforceable, it is the intention of the parties that the remaining terms hereof or part hereof shall constitute their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Addendum shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.
- l) Headings. The headings contained in this Addendum are for convenience of reference only and are not intended to have any substantive significance in interpreting this Addendum.
- m) Counterparts; Facsimile. This Addendum may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via Email shall be as legally binding for all purposes as an original signature.
- n) Construction. All references in this Addendum to "Sections" and "Exhibits" refer to the sections and exhibits of this Addendum. As used in this Addendum, neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all

terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Addendum as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Addendum. The words "including" and "includes" when used herein are not intended to be exclusive and shall be deemed to mean "including, without limitation" or "including, but not limited to" (or "includes, without limitation" and "includes, but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term. Each of the parties and their counsel has carefully reviewed this Addendum, and, accordingly, no rule of construction to the effect that any ambiguities in this Addendum are to be construed against the drafting party shall apply in the interpretation of this Addendum. The Section headings and titles appearing in this Addendum are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Addendum or the interpretation hereof.



The parties are signing this Addendum as of the last date set forth below (the Effective Date) by a duly authorized officer:

**CA/RA, agreeing to be bound in its capacity as:**

- CA**
- RA**
- CA and RA**

**PARTICIPANT**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_