



**Payment Card Industry (PCI)
Data Security Standard
QSA Validation Requirements**

**Supplement for Principal-Associate
Qualified Security Assessors**

Version 1.2
October 2008

Document Changes

Date	Version	Description
October 1, 2008	1.2	To align version number with PCI DSS v1.2 and clarify training fees; no other changes made.

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1 Introduction

In certain cases, a fully qualified and approved Qualified Security Assessor (“QSA”) may apply to PCI SSC to establish a “Principal-Associate” relationship with another security company in order to expedite the rollout of the PCI DSS.

This *Supplement for Principal-Associate Qualified Security Assessors* (the "*Principal-Associate Supplement*") supplements the *QSA Validation Requirements* (defined below) for QSA companies that intend to qualify as Principal QSAs (defined below) and their respective Associate QSAs (defined below), and describes the additional requirements and provisions that each Principal QSA and Associate QSA must satisfy and, where applicable, provide to PCI SSC, in order to participate in a Principal-Associate relationship.

PCI SSC will approve a Principal-Associate relationship only when PCI SSC determines that there is a market necessity (e.g., there are no assessors in a given country or region due to lack of insurance in that region or lack of capital to pay QSA fees or insurance).

PCI SSC reserves the right to re-evaluate regional needs, and the need to continue specific Principal-Associate relationships, on an annual basis.

1.1 Terminology

Throughout this *Principal-Associate Supplement*, the following terms shall have the following meanings:

“*QSA Validation Requirements*” refers to the current version of the *Payment Card Industry (PCI) Data Security Standard Validation Requirements for Qualified Security Assessors (QSA)*, which describes the necessary qualifications a QSA must have to be recognized by the PCI SSC to perform PCI DSS assessments, and which is available on the PCI SSC web site at <http://www.pcisecuritystandards.org>.

All capitalized terms used in this *Principal-Associate Supplement* without definition shall have the meanings specified in the *QSA Validation Requirements*.

1.2 Goal

Subject to market necessity, PCI SSC will permit any fully qualified and approved QSA that properly applies to PCI SSC to establish a Principal-Associate relationship and meets the requirements and makes the provisions applicable to all Principal QSAs in this *Principal-Associate Supplement* and as otherwise required of all QSAs in the *QSA Validation Requirements* (a "Principal QSA"), to establish a Principal-Associate relationship with any security company in its global market that meets the requirements and makes the provisions applicable to Associate QSAs as set forth in this *Principal-Associate Supplement* (an "Associate QSA"). For any specific requirements that cannot be met by the Associate QSA (e.g., insurance, payment of fees), it is the responsibility of the corresponding Principal QSA to meet those requirements on the Associate QSA's behalf and to submit the supporting documentation to PCI SSC to show that those requirements have been met. Additionally, each Principal QSA is responsible for pay all applicable additional fees as described in Section 2.4 below.

Each Associate QSA will be listed on the QSA List as “sponsored by” its Principal QSA, in accordance with the *Principal QSA Agreement* (as defined in Section 2.5 below). Each

Principal QSA's contact information will be provided on the QSA List in accordance with the *Principal QSA Agreement* in lieu of contact information for its Associate QSAs in order to encourage Associate QSA clients to contact applicable Principal QSAs and to permit Principal QSAs to coordinate all work of their Associate QSAs in connection with the PCI SSC Qualified Security Assessor Program.

1.3 Qualification Process Overview

The Principal-Associate qualification process first involves the qualification of a current QSA company as a Principal QSA, followed by qualification of the Associate QSA and the Associate QSA's employee(s) who will be performing assessments.

All Principal QSAs are listed on the QSA List and must re-qualify as QSAs annually. If a security company is not on the QSA List, its work product (and that of its Associate QSAs) is not recognized by PCI SSC.

To initiate the Principal-Associate qualification process, the following must happen:

- The Principal QSA must sign the *Principal QSA Agreement* in unmodified form (See Appendix A hereto) and submit it to PCI SSC.
- Each Principal must sign the *Principal-Associate QSA Agreement* (see Appendix B hereto) with each of its Associate QSAs in unmodified form and submit all agreements to PCI SSC.

1.4 Document Structure

The *Principal-Associate Supplement* is structured in five sections as follows.

Section 1: Introduction offers a high-level overview of the Principal-Associate QSA application process.

Section 2: Principal-Associate Business Requirements covers minimum additional business requirements that must be demonstrated to PCI SSC by the applicant companies. This section outlines information and items that must be provided to prove business stability, independence, and insurance coverage. Principal-Associate QSA fees and agreements are also covered.

Section 3: Principal-Associate QSA Capability Requirements reviews the information and documentation necessary to demonstrate each security company's service expertise, as well as that of its employees.

Section 4: Principal-Associate QSA Administrative Requirements focuses on the logistics of doing business as a PCI DSS QSA, including adherence to PCI DSS procedures, quality assurance, and protection of confidential and sensitive information.

Appendices: The applicable agreements for Principal and Associate QSAs are included here, along with helpful checklists and detailed fee requirements.

Note:

Each Principal QSA must meet all requirements set forth in QSA Validation Requirements to qualify for a Principal-Associate QSA relationship. Each Associate QSA must also meet such requirements, although the corresponding Principal QSA may satisfy some of the Associate QSA's requirements on the Associate's behalf, as specified herein.

1.5 **Related Publications**

This supplement is intended for use with the *QSA Validation Requirements*, which should be used in conjunction with the following other PCI SSC publications, each available through the PCI SSC web site at www.pcisecuritystandards.org.

- *PCI DSS*,
- *QSA Validation Requirements*, and
- *Payment Card Industry (PCI) Data Security Standard Security Audit Procedures*

1.6 **Principal-Associate QSA Application Process**

To facilitate preparation of the application package, refer to Appendix C: Principal-Associate QSA Application Process Checklist. All applications and the signed Agreement must be submitted in English. The Agreement is binding in English even if the Agreement was translated and reviewed in another language. Any provisions that are not in English must be accompanied by a certified English translation (examples include business licenses and insurance certificates).

Note:

Associate QSAs must provide to their Principal QSA all information described in this document; the Principal QSA then provides all information from the Associate QSA to PCI SSC. For any specific requirements that cannot be met by the Associate QSA (e.g., insurance, payment of fees), it is the responsibility of the Principal QSA to meet those requirements and to submit the supporting documentation to show those requirements are met.

All application packages must include all required signed agreements (see Appendix A: *PCI SSC Agreement for Principal QSAs*, and Appendix B: *Principal-Associate QSA Agreement*) and the required documentation. Applicants should send the completed packages by mail to the following address:

PCI SSC
401 Edgewater Place, Suite 600
Wakefield, MA 01880
Phone number: 1-781-876-8855

E-mail submissions will not be accepted.

2 Principal QSAs and Associate QSAs Business Requirements

Each Principal QSA must have met all requirements for QSAs as specified in each Section of the *QSA Validation Requirements* at the time of its original QSA application, and must continue to meet all requirements for QSAs as specified in the *QSA Validation Requirements*. Additionally, the requirements and provisions set forth in this Principal-Associate Supplement shall apply.

2.1 Business Legitimacy

Associate QSAs must meet all requirements as specified for QSAs in Section 2.1 of the *QSA Validation Requirements* at the time of their original Associate QSA application and continue to meet those requirements, provided that all provisions required to be made to PCI SSC under such Section shall be provided to the Associate QSA's Principal QSA.

2.2 Independence

Associate QSAs must meet all requirements as specified for QSAs in Section 2.1 of the *QSA Validation Requirements* at the time of their original Associate QSA application and continue to meet those requirements, provided that all provisions required to be made by QSAs to PCI SSC under such Section shall be provided by the Associate QSA to its Principal QSA.

2.3 Insurance Coverage

2.3.1 Requirement

Associate QSA's must meet all requirements as specified in Section 2.3 of the *QSA Validation Requirements*; provided that (a) to the extent the Associate QSA is unable to meet such requirements, the corresponding Principal QSA must meet such requirements on behalf of such Associate QSA and (b) all provisions required to be made by QSAs to PCI SSC under such Section shall be provided by the Associate QSA to its Principal QSA.

2.3.2 Provisions

The Principal QSA must provide proof of insurance coverage statements for each of its Associate QSAs that meets the requirements set forth in Appendix E of the *QSA Validation Requirements*.

2.4 Principal-Associate Fees

PCI SSC requires an initial processing fee to accompany the application for each Associate QSA to be sponsored by a Principal QSA (see Appendix D: Fees for Principal and Associate QSAs). These fees are credited toward the qualification fee (see below) if the Associate QSA is qualified as an Associate QSA. The initial processing fee check should be made payable to PCI SSC and mailed with the completed Associate QSA application package. See Section 1.6 of this document for the mailing address.

Once an Associate QSA is so qualified, the following fees may apply. These fees may vary by location and can be found in Appendix D: Fees for Principal and Associate QSAs.

- An annual QSA re-qualification fee for subsequent years
- The qualification fee, which must be paid in full within 30 days of notification
- An annual training fee for each QSA employee to be qualified, for training sponsored by PCI SSC

Note:

All fees are subject to change.

2.5 Principal-Associate QSA Agreements

PCI SSC Agreement for Principal QSAs

PCI SSC requires the *PCI SSC Agreement for Principal QSAs*, in the form attached hereto as Appendix A (the "*Principal QSA Agreement*"), to be signed by a duly authorized officer of the Principal QSA in unmodified form and mailed to PCI SSC with its first completed Associate QSA application package.

The *Principal QSA Agreement* is intended to help to ensure that Principal QSAs are responsible for their Associate QSAs' compliance with all applicable QSA requirements outlined in the *QSA Validation Requirements*.

Principal-Associate QSA Agreement

PCI SSC requires each Principal QSA to enter into a *Principal-Associate QSA Agreement* in the form attached hereto as Appendix B with each of its Associate QSAs. Each *Principal-Associate QSA Agreement* must be completed and signed by a duly authorized officer of each of the Principal QSA and the applicable Associate QSA in unmodified form, and PCI SSC must receive a copy of the executed agreement prior to PCI SSC's approval of the corresponding Principal-Associate relationship.

The *Principal-Associate QSA Agreement* is intended to help to ensure that each Associate QSA is held to the same high standards as QSAs.

3 **Principal QSAs and Associate QSAs Capability Requirements**

3.1 **Principal QSA**

3.1.1 **Requirements**

Each Principal QSA must, at all times during its participation in any Principal-Associate relationship:

1. Have a proven track record in conducting PCI DSS reviews of a consistently high standard.
2. Be fully qualified and trained as a QSA.
3. Pay all regional fees (if the QSA is not already qualified for the region) for the Associate QSA's region.
4. Take full legal responsibility for the PCI DSS work of each of its Associate QSAs, including oversight, quality reviews, issuance of reports, etc.
5. Have in full force and effect a *Principal-Associate QSA Agreement* in the form attached hereto as Appendix B with each of its Associate QSAs.
6. Have the approval of at least one PCI SSC member payment brand from the region of each of its Associate QSAs, which documents the necessity for each of its Principal-Associate relationships and attests to the consistently high standard of the Principal QSA's work.

3.1.2 **Provisions**

Each Principal QSA must, at the time it establishes any Principal-Associate relationship, and thereafter on an annual basis and upon request of PCI SSC, provide the following to PCI SSC:

- Documentation from at least one PCI SSC member payment brand from the region of each applicable Associate QSA, as to the necessity for the applicable Principal-Associate relationship and attesting to the consistently high standard of the Principal QSA's work.
- All documentation requested by PCI SSC regarding each new Associate QSA that would be required of such new Associate QSA pursuant to the *QSA Validation Requirements* if such new Associate QSA were then seeking to be qualified as a QSA, and specifically including, at a minimum, all documentation required of QSAs pursuant to the *QSA Validation Requirements* regarding Insurance Coverage, QSA Staff, and Background Checks and Evidence Retention.
- All documentation requested by PCI SSC regarding each new Associate QSA that is required to be provided specifically by the Principal QSA, specifically including, at a minimum, all documentation required of QSAs pursuant to the *QSA Validation Requirements* regarding Insurance Coverage, Evidence Retention, and Protection of Confidential and Sensitive Information. For any specific requirements that are not or cannot be met by the Associate QSA (e.g., insurance, payment of fees), it is the responsibility of the Principal QSA to meet

those requirements and to submit the supporting documentation to show those requirements are met.

- A signed *Principal QSA Agreement*.
- A copy of each fully executed *Principal-Associate QSA Agreement* between the Principal QSA and each of its new Associate QSAs.

3.2 Associate QSA

3.2.1 Requirement

Each Associate QSA must, at all times during its participation in any Principal-Associate relationship:

- Meet all requirements for QSAs described in the *QSA Validation Requirements*; provided that to the extent the Principal QSA is permitted to satisfy, has satisfied, and continues to satisfy such requirements on behalf of a Associate QSA in accordance with this Principal-Associate Supplement, such Associate QSA will be deemed to meet such requirements for purposes of this Section.
- Meet all PCI SSC training requirements applicable to QSAs, including without limitation, attending initial QSA training before conducting PCI DSS assessments and requalification QSA training on an annual basis.
- Refer all direct requests for Associate Services (as defined in the *Principal-Associate QSA Agreement*) to its Principal QSA and not attempt to fulfill any such request directly without the coordination, supervision and oversight of its Principal QSA.

3.2.2 Requirement

Each Associate QSA must, at the time it establishes a Principal-Associate relationship, enter into a *Principal-Associate QSA Agreement* in the form attached hereto as Appendix B with such Principal QSA, and thereafter, annually and upon request of its Principal QSA, provide the following to its Principal QSA:

- All documentation required to be provided by QSAs pursuant to the *QSA Validation Requirements*.

4 Principal QSAs and Associate QSAs Administrative Requirements

4.1 Contact Person

4.1.1 Requirement

Each Principal QSA must have provided primary and secondary contact information, as specified in Section 4.1 of the *QSA Validation Requirements*, at the time of their original QSA application. The same Principal QSA contact information must be provided and will be used for Associate QSAs.

4.1.2 Provisions

The following contact information must be provided to PCI SSC, for the primary and secondary contacts mentioned above:

- Name
- Title
- Address
- Phone number
- Fax number
- E-mail address

4.2 Background Checks

4.2.1 Requirement

Principal QSAs must meet, for their Associate QSA's employees, all requirements as specified in Section 4.2 of the *QSA Validation Requirements*.

4.2.2 Provisions

The Principal QSA must provide a written statement that each of its Associate QSA's employees completed background checks in accordance with Principal QSA's policies and procedures.

4.3 Adherence to PCI Procedures

4.3.1 Requirement

Associate QSAs must meet all requirements as specified in Section 4.3 of the *QSA Validation Requirements*, provided that all materials provided to PCI SSC in connection therewith must be provided by applicable Principal QSA on behalf of the Associate QSAs.

4.3.2 Provisions

The Principal QSA must provide a written statement that the Principal QSA's requirements for adherence to PCI DSS Procedures include Associate QSA procedures.

4.4 Quality Assurance

4.4.1 Requirements

Associate QSAs must meet all requirements as specified in Section 4.4 of the *QSA Validation Requirements*; provided that Principal QSAs must make all provisions required of QSAs under such Section to PCI SSC on behalf of their Associate QSAs and that Associate QSAs must make all such provisions to their Principal QSAs.

4.4.2 Provisions

The Principal QSA must provide a written statement that the Principal QSA's Quality Assurance practices include quality assurance of the Associate QSA company's products.

4.5 Protection of Confidential and Sensitive Information

4.5.1 Requirements

Associate QSAs must meet all requirements as specified in Section 4.5 of the *QSA Validation Requirements*; provided that Principal QSAs must make all provisions required of QSAs under such Section to PCI SSC on behalf of their Associate QSAs, and that Associate QSAs must make all such provisions to their Principal QSAs.

4.5.2 Provisions

The Principal QSA must provide a written statement that the Principal QSA's sensitive data handling practices include Associate QSA's customer data.

4.6 Evidence Retention

4.6.1 Requirements

Associate QSAs must meet all requirements as specified in Section 4.6 of the *QSA Validation Requirements*; provided that Principal QSAs must make all provisions required of QSAs under such Section to PCI SSC on behalf of their Associate QSAs, and that Associate QSAs must make all such provisions to their Principal QSAs.

4.6.2 Provisions

The Principal QSA must provide a written statement that the Principal QSA's evidence-retention policy and procedure includes retention of evidence from Associate QSA company.

Appendix A. PCI SSC Agreement for Principal QSAs

A.1 Introduction

This Agreement for Principal QSAs (the "Agreement") is an agreement between PCI Security Standards Council, LLC ("PCI SSC") and the undersigned Principal ("Principal"), regarding Principal's qualification to sponsor one or more security companies as "Associates" (as defined below) in order to expedite the rollout of the *Payment Card Industry (PCI) Data Security Standard*, as such Standard may be amended from time to time (the "*PCI DSS*", which is hereby incorporated into this Agreement), the current version of which is available for review on the PCI SSC web site at <http://www.pcisecuritystandards.org> (the "Website"). Effective upon the date of PCI SSC's approval of this Agreement (the "Effective Date"), as evidenced by the PCI SSC signature below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Principal and PCI SSC agree to the terms and conditions set forth in this Agreement.

A.2 General Information

Principal			
Company Name:			
Location/Address:			
State/Province:	Country:	Postal Code:	
Regions Applying For (see Appendix D of <i>QSA Validation Requirements</i> (defined below)):			
Primary Contact			
Name:	Fax:		
Direct Telephone Number:	E-mail:		
Location/Address:			
State/Province:	Country:	Postal Code:	
Secondary Contact			
Name:	Fax:		
Direct Telephone Number:	E-mail:		
Location/Address:			
State/Province:	Country:	Postal Code:	
<i>Principal's Officer Signature</i> ↑		<i>Date</i> ↑	
Principal Officer Name:	Title:		

For PCI SSC Use Only:		
Application Date:		
Application Approved:		
<i>PCI SSC Officer Signature</i> ↑		
PCI SSC Officer Name:		Title:

A.3 Terms and Conditions

A.3.1 Principal and Associate Services

PCI SSC hereby approves Principal to sponsor such security companies as Principal may apply to sponsor and PCI SSC may approve to be sponsored by Principal in writing from time to time (collectively, "Associates", and each an "Associate") in such Associates' performance, in accordance with this Agreement and the *QSA Validation Requirements* (defined below), of onsite reviews of the member Financial Institutions of Members ("Financial Institutions"), issuers of Member payment cards ("Issuers"), merchants authorized to accept Member cards in payment for goods or services ("Merchants"), acquirers of Merchant accounts ("Acquirers") and data processing entities performing services for a Financial Institution, Issuer, Merchant or Acquirer ("Processors", and each Processor, Acquirer, Issuer, Merchant or Financial Institution, a "Subject"), to determine Subjects' compliance with the *PCI DSS*, as part of the PCI Qualified Security Assessor Program, as more fully described on the Website ("QSA Program"). The initial list of Associates is attached hereto as Schedule 1. Such Schedule shall automatically be deemed to be amended to reflect any additional Associates for which Principal applies to be a sponsor upon the approval of Principal's Principal-Associate Relationship (as defined in Section A3.4 below) with such Associate by PCI SSC in writing, as well as the deletion of any Associates upon the termination of the corresponding Principal-Associate Relationship between Principal and such Associates in accordance with the terms of this Agreement. For purposes of this Agreement (i) "Member" means a then current member of PCI SSC; (ii) "Assessments" means Associates' reviews of Subjects; (iii) "Associate Services" means the Assessments, collectively with all related services provided by Associates to Subjects, PCI SSC or others in connection with this Agreement and/or the QSA Program; (iv) "Services" means the services to be performed hereunder by Principal; (v) "Qualified Security Assessor" shall have the meaning ascribed to it in the *QSA Validation Requirements*; (vi) "*QSA Validation Requirements*" means the most current version of (or successor document to) the *Payment Card Industry (PCI) Data Security Standard Validation Requirements for Qualified Security Assessors (QSA)* made available through the Website, as may be amended from time to time in PCI SSC's discretion, including without limitation, the then current versions of the *Payment Card Industry (PCI) Data Security Standard QSA Validation Requirements for Qualified Security Assessors Supplement for Principal-Associate Qualified Security Assessors* ("*Principal-Associate QSA Supplement*") and any other supplements and/or addenda to the *QSA Validation Requirements* applicable to Principal as a result of Principal's participation in the QSA Program and related qualified security assessor initiatives operated by PCI SSC (each of which initiatives is hereby deemed to be included within the meaning of the term "QSA Program" for purposes of this Agreement); and (vii) "QSA Requirements" means the obligations and requirements of Principal under the this Agreement, the *QSA Agreement* (defined in Section A5.1(a) below), the *QSA Validation Requirements* and any other agreement, addendum, supplement or other document entered into between PCI SSC and Principal. The *QSA Validation Requirements* are hereby incorporated into this

Agreement, and Principal acknowledges and agrees that it has reviewed the current versions thereof as made available on the Website.

Principal acknowledges that data security practices exist within a rapidly changing environment and agrees to require all Associates to monitor the Website at least weekly for changes to the *PCI DSS*, the *Payment Card Industry (PCI) Data Security Standard Security Audit Procedures* (the "*PCI DSS Security Audit Procedures*") (also available on the Website and incorporated herein by reference) and the *QSA Validation Requirements*. Principal will require all Associates to incorporate all such changes into all Assessments initiated on or after the effective date of such changes. Principal will not accept any Report of Compliance ("ROCs") regarding an Assessment that is not conducted in accordance with the *PCI DSS* and *PCI DSS Security Audit Procedures* in effect at the initiation date of such Assessment.

A.3.2 Performance of Associate Services

Principal will ensure that all Associates warrant and represent that they will perform each Assessment in strict compliance with the *PCI DSS Security Audit Procedures* in effect as of the commencement date of such Assessment. Without limiting the foregoing, Principal will require each Associate to include in each ROC an Attestation of Compliance in the form available through the Website signed by a duly authorized officer of such Associate, in which such Associate certifies without qualification that (a) the *PCI DSS Security Audit Procedures* were followed without deviation and (b) application of such procedures did not indicate any conditions of non-compliance with the *PCI DSS* other than those noted in the ROC.

A.3.3 Associate Service Staffing

Principal shall require each Associate to ensure that an employee of such Associate who is fully qualified in accordance with all applicable provisions of the *QSA Validation Requirements* supervises all aspects of each engagement to perform Associate Services, including without limitation, being present onsite for the duration of the Assessment, reviewing the work product that supports the Associate's audit procedures, and ensuring adherence to *PCI DSS Security Audit Procedures*. All Associate employees performing the following tasks must also be qualified to perform the same by PCI SSC: scoping decisions, selection of systems and system components where sampling is employed (in accordance with the *PCI DSS Security Audit Procedures*), evaluation of compensating controls and/or final report production and/or review.

A.3.4 QSA Requirements

Principal agrees to adhere to all QSA Requirements, including without limitation, the requirements stated in this Agreement and all requirements applicable to Qualified Security Assessors (as defined in the *QSA Validation Requirements*) and Principal QSAs as stated in the *QSA Validation Requirements*. Without limiting the foregoing, Principal agrees to ensure that all Associates adhere to the requirements applicable to QSAs and Associate QSAs as set forth in the *QSA Validation Requirements*. Without limiting the foregoing, Principal shall ensure that all Associates comply with all requirements regarding background checks as set forth in the *QSA Validation Requirements* and shall require all Associates to warrant that such Associates have obtained all required consents to such background checks from each Associate employee designated by such Associate to Principal to perform Associate Services. Further, Principal (a) warrants that, to the best of its ability to determine, all information provided to PCI SSC in connection with this Agreement, Principal's participation in the QSA Program and in support of Principal's request to establish a sponsor relationship with each Associate (each such relationship, a "Principal-Associate Relationship") is and shall be accurate and complete as of the date such information is provided and (b) shall require each

Associate to warrant that, to the best of such Associate's ability to determine, all information provided by such Associate to Principal in connection with its Principal-Associate Relationship with Principal, and in connection with its participation in the QSA Program and the *Principal-Associate QSA Agreement* (as defined in the *Principal-Associate QSA Supplement*) between Principal and such Associate is and shall be accurate and complete as of the date such information is provided. Additionally, Principal acknowledges, and will require its Associates to acknowledge, that PCI SSC may from time to time require Principal and/or Associate to provide a representative to attend any mandatory training programs in connection with the QSA Program, which may require the payment of attendance and other fees.

A.4 Fees

In connection with each Principal-Associate Relationship, Principal shall be solely responsible for the payment of all fees (collectively, "Fees") as specified in Appendix D of the *Principal-Associate QSA Supplement* (the "Fee Schedule"). Principal acknowledges that PCI SSC may review and modify the fees specified in the Fee Schedule at any time and from time to time. Whenever a change in such Fees occurs, PCI SSC shall notify Principal in accordance with the terms of Section A10.1. Such change(s) will be effective thirty (30) days after the date of such notification. However, should Principal not agree with such change(s), Principal shall have the right to terminate this Agreement upon written notice to PCI SSC in accordance with the provisions of Section A10.1 at any time within such thirty (30) day period.

A.4.1 Initial Fee

For each Principal-Associate Relationship, Principal shall be required to pay to PCI SSC an initial processing fee as specified in Section 2.4 of the *Principal-Associate QSA Supplement*. Initial processing fees for the Associates listed on Schedule 1 hereto will be due and payable upon submission of Principal's executed version of this Agreement to PCI SSC for PCI SSC's approval. This Agreement will not be considered for PCI SSC approval until such initial processing fees for all Associates listed on Schedule 1 hereto have been received. In the event Principal desires to establish additional Principal-Associate Relationships after Principal submits this Agreement to PCI SSC for approval, the initial processing fee for each such additional Principal-Associate Relationship shall be due and payable to PCI SSC upon Principal's initial provision of materials required pursuant to Section 3.1 of the *Principal-Associate QSA Supplement*.

A.4.2 Qualification Fee

In connection with each Principal-Associate Relationship, the "Qualification Fee" specified in the Fee Schedule will be due and payable by Principal within thirty (30) days of notice to Principal that PCI SSC has approved such Principal-Associate Relationship; provided, however, that notwithstanding anything to the contrary in Section A5.1(a) of this Agreement, an Associate will not be listed on the QSA List (defined in Section A5.1(a)) until the applicable Qualification Fee to be paid by Principal in connection with such Principal-Associate Relationship is paid in full.

A.4.3 Annual Qualification Fees

With respect to each Principal-Associate Relationship, Annual Qualification Fees, as determined by PCI SSC, will be due and payable by Principal within thirty (30) days of PCI SSC's annual re-qualification of the applicable Associate.

A.4.4 Training Fees

With respect to each Associate, Fees in the amount established by PCI SSC for training of Associate personnel will be due and payable by Principal within thirty (30) days after a Qualified Security Assessor training session has been scheduled, and in any event, prior to such training session. Associate personnel will not be admitted to training sessions until applicable fees have been paid in full.

A.4.5 Additional Fees

Principal acknowledges that additional Fees may apply, including without limitation, fees to cover administrative costs, re-listing on the QSA List, penalties and other costs, and that Principal will pay all such Fees arising in connection with Associates and this Agreement as and when required.

A.4.6 Nonrefundable Fees

All Fees paid by Principal pursuant to this Agreement are nonrefundable (regardless of whether Principal's application to establish Principal-Associate Relationships is approved, Principal or any Associate has been removed from the QSA List, this Agreement has been terminated or otherwise).

A.5 Advertising and Promotion; Intellectual Property

A.5.1 QSA List and Associate Use of PCI SSC Materials and Marks

- (a) So long as an Associate is in Associate Good Standing (as defined below) as an Associate QSA (as defined in the *Principal-Associate QSA Supplement*) and Principal is in Good Standing (as defined in the *PCI Qualified Security Assessor (QSA) Agreement* (the "*QSA Agreement*"), which is attached as Appendix A to the *QSA Validation Requirements*) as a Qualified Security Assessor, PCI SSC may, in its discretion, list such Associate as "sponsored by" Principal, together with Principal's contact information, in such publicly available list of Qualified Security Assessors as PCI SSC may maintain and/or distribute from time to time, whether on the Website or otherwise (the "QSA List"). Principal shall provide all requested information relating to Associates as may be necessary to ensure to PCI SSC's satisfaction that the identification and information relating to such Associates on the QSA List is accurate. Associate shall be deemed to be in "Associate Good Standing" as long as this Agreement is in full force and effect, the Principal's Principal-Associate Relationship with such Associate has been approved by PCI SSC, PCI SSC has approved such Associate as an Associate QSA, neither such approval has expired or been terminated, and neither Principal nor such Associate is in breach of any of the terms or conditions of this Agreement or the applicable *Principal-Associate QSA Agreement* (including without limitation, all provisions regarding compliance with the *QSA Validation Requirements* and payment). Without limiting the rights of PCI SSC set forth in the first sentence of this Section or in Section A9 below, PCI SSC expressly reserves the right to remove any Associate from the QSA List at any time during which such Associate is not in Associate Good Standing or Principal is not in Good Standing.
- (b) For only so long as a given Associate is in Associate Good Standing, Principal is in Good Standing and both are listed in the QSA List, such Associate may reference the fact that such Associate is listed on the QSA List in connection with such Associate's advertising or promotion of the Principal Services; provided, however, that each such reference shall (i) expressly state that Associate is an "Associate QSA" or "Associate Qualified Security Assessor", (ii) expressly state that Associate is "sponsored by" Principal; and (iii) be used

by Associate solely to advertise or promote the services to be provided to Subjects by Principal (the "Principal Services"), and not to directly advertise or promote the Associate Services themselves (such permitted references, collectively, "Permitted Promotional References"). Additionally, so long as a given Associate is in Associate Good Standing, Principal hereby covenants to grant to such Associate the right to reference Principal by name in any Permitted Promotional References. Principal shall ensure that each Associate refers all requests for Associate Services or Principal Services to Principal and that no Associate attempts to fulfill any such request without the direct coordination, supervision and oversight of Principal.

- (c) Except as expressly authorized herein, Principal shall ensure that no Associate shall use any PCI SSC mark without the prior written consent of PCI SSC in each instance. Principal shall further ensure that no Associate shall use any Member mark without the prior written consent of the owner of such mark in each instance. Without limitation of the foregoing, except as expressly authorized herein, Principal shall ensure that no Associate makes any statement that would constitute any implied or express endorsement, recommendation or warranty by PCI SSC or any Member regarding such Associate, Principal, the Associate Services, the Principal Services, any products of Principal or such Associate, or the functionality, quality or performance of any aspect of any of the foregoing. Principal shall ensure that no Associate will: (i) make any false, misleading or incomplete statements regarding, or misrepresent the requirements of, PCI SSC, any Member or the *PCI DSS*, including without limitation, any requirement regarding the implementation of the *PCI DSS* or the application thereof to any Subject or (ii) state or imply that the *PCI DSS* requires usage of Associate's or Principal's products or services. Except with respect to (A) factual references to the QSA Program or to PCI Materials (defined in Section A7.3) that Associates include from time to time in their contracts with Subjects and that are required or appropriate in order for such Associates to accurately describe the nature of the Associate Services they will provide to Subjects pursuant to such contracts, (B) Permitted Promotional References, and (C) references that PCI SSC has expressly authorized pursuant to a separate written agreement, Principal shall ensure that no Associate shall publish, disseminate or otherwise make available any statements, materials or products (in any form) that refer to the PCI DSS, the PCI Materials or any portion of any of the foregoing, either Principal's or any Associate's listing on the QSA List, PCI SSC, any Member, or any PCI SSC or Member mark, unless such statement, material or product has been reviewed and approved in writing by PCI SSC and, to the extent applicable, such Member, prior to publication or other dissemination, in each instance. Prior review and/or approval of such statements, materials or products by PCI SSC and/or any applicable Member does not relieve Principal or any Associate of any responsibility for the accuracy and completeness of such statements, materials or products or for Principal's or any Associate's compliance with the terms of or obligations described in Agreement or under any applicable law. Except as otherwise expressly agreed by PCI SSC in writing, any dissemination of promotional or other materials or publicity in violation of Section A5 shall be deemed a material breach of this Agreement by Principal and upon any such violation, PCI SSC may remove the Principal and any Associates from the QSA List and/or terminate this Agreement, any Associate's status as an Associate QSA, or PCI SSC's approval of any Principal-Associate Relationship established under this Agreement, in PCI SSC's sole discretion. To the extent that any Associate either uses or makes reference to any Member mark or makes any statement relating to any Member in violation of this Section A5.1, Principal agrees (and shall ensure that each Associate agrees) that such Member shall be an express third-party beneficiary of this Section and shall have available to it all rights, whether at law or in equity, to enforce the provisions hereof on its own behalf and in its own right directly against Principal and/or such applicable Associate.

A.5.2 Uses of Associate Name and Designated Marks

Principal hereby represents and warrants that it has obtained, and will at all times while this Agreement is in effect maintain, for the benefit of PCI SSC and each Member, express written permission from each Associate to use such Associate's name and trademarks to list such Associate on the QSA List and to include reference to each Associate in publications to Financial Institutions, Issuers, Merchants, Acquirers, Processors, and the public regarding the QSA Program. Neither PCI SSC nor any Member shall be required to include any such reference in any materials or publicity regarding the QSA Program. Principal shall ensure that each Associate has authority to grant to PCI SSC and its Members the right to use such Associate's name and designated marks as contemplated herein.

A.5.3 No Other Rights Granted

Except as expressly stated in this Section A5, no rights to use any party's marks or other Intellectual Property Rights (as defined below) of either party are granted pursuant to this Agreement, and each party respectively reserves all or its rights therein except to the extent otherwise agreed by the parties in writing. Except as expressly provided in this Agreement, no rights are granted to Principal or any Associate with respect to any Intellectual Property Rights in the PCI DSS, the *PCI DSS Security Audit Procedures* or any other PCI Materials.

A.5.4 Intellectual Property Rights

- (a) All Intellectual Property Rights, title and interest in and to the QSA Program, the PCI DSS, the PCI Materials, all materials that Principal or any Associate receives from PCI SSC, and each portion, future version, revision, extension, and improvement of any of the foregoing, are and at all times shall remain solely and exclusively the property of PCI SSC or its licensors, as applicable. Subject to the foregoing and to the restrictions set forth in Section A6, so long as Principal is in Good Standing, Principal may, on a non-exclusive, non-transferable, worldwide, revocable basis, use the PCI Materials (and any portion thereof), provided that such use is solely for Principal's internal review purposes or as otherwise expressly permitted in this Agreement or pursuant to a separate written agreement between PCI SSC and Principal, and may sublicense the foregoing rights to those of its Associates that are in Associate Good Standing at the time of use, provided that such Associates may only use the PCI Materials for their own internal review purposes or as otherwise expressly permitted in this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean all present and future patents, trade marks, service marks, design rights, database rights (whether registrable or unregistrable, and whether registered or not), applications for any of the foregoing, copyright, know-how, trade secrets, and all other industrial or intellectual property rights or obligations whether registrable or unregistrable and whether registered or not in any country.
- (b) As between PCI SSC and Principal and as between PCI SSC and Associate, Principal acknowledges, and shall require each Associate to acknowledge, that all right, title and interest in and to the Intellectual Property Rights in all materials generated by PCI SSC with respect to each Associate and this Agreement are and at all times shall remain the property of PCI SSC. Subject to the provisions of Section A6, Principal may use and disclose, and permit Associates to use and disclose such materials solely for the purposes expressly permitted by this Agreement. Principal shall not, and shall ensure that no Associate will, revise, abridge, modify or alter such materials.
- (c) Principal shall ensure that no Associate will, during or at any time after the completion, expiry or termination of this Agreement, in any way question or dispute PCI SSC's or its licensors' (as applicable) Intellectual Property Rights in any of the PCI Materials.

- (d) Except as otherwise expressly agreed by the parties, as between PCI SSC and Principal, and as between PCI SSC and Associate, all Intellectual Property Rights, title and interest in and to all materials submitted to PCI SSC by Principal (whether on behalf of Principal or by Principal on behalf of an Associate thereof) in connection with Principal's performance under this Agreement, are and at all times shall remain vested in Principal, such Associate, or their respective licensors, as applicable.

A.6 Confidentiality

A.6.1 Definition of Confidential Information

As used in this Agreement, the term "Confidential Information" means (i) all terms of this Agreement; (ii) any and all information designated in this Agreement as Confidential Information; (iii) any and all originals or copies of, any information that either party has identified in writing as confidential at the time of disclosure; and (iv) any and all Personal Information, proprietary information, merchant information, technical information or data, assessment reports, trade secrets or know-how, information concerning either party's past, current, or planned products, services, fees, finances, member institutions, Acquirers, Issuers, concepts, methodologies, research, experiments, inventions, processes, formulas, designs, drawings, business activities, markets, plans, customers, equipment, card plastics or plates, software, source code, hardware configurations or other information disclosed by either party or any Member, or their respective directors, officers, employees, agents, representatives, independent contractors or attorneys, in each case, in whatever form embodied (e.g., oral, written, electronic, on tape or disk, or by drawings or inspection of parts or equipment or otherwise), including without limitation, any and all other information that reasonably should be understood to be confidential. "Personal Information" means any and all Member payment card account numbers, Member transaction information, IP addresses or other PCI SSC, Member or third-party information relating to a natural person, where the natural person could be identified from such information. Without limiting the foregoing, Personal Information further includes any information related to any Member accountholder that is associated with or organized or retrievable by an identifier unique to that accountholder, including accountholder names, addresses, or account numbers.

A.6.2 General Restrictions

- (a) Each party (the "Receiving Party") agrees that all Confidential Information received from the other party (the "Disclosing Party") shall: (i) be treated as confidential; (ii) be disclosed only to those Members, officers, employees, legal advisers and accountants of the Receiving Party who have a need to know and be used thereby solely as required in connection with (A) the performance of this Agreement and (B) the operation of such party's respective payment card data security compliance programs (if applicable) and (iii) not be disclosed to any third party except as expressly permitted in this Agreement or in writing by the Disclosing Party, and only if such third party is bound by confidentiality obligations applicable to such Confidential Information that are in form and substance similar to the provisions of this Section A6.
- (b) Except with regard to Personal Information, such confidentiality obligation shall not apply to information which: (i) is in the public domain or is publicly available or becomes publicly available otherwise than through a breach of this Agreement; (ii) has been lawfully obtained by the Receiving Party from a third party; (iii) is known to the Receiving Party prior to disclosure by the Disclosing Party without confidentiality restriction; or (iv) is independently developed by a member of the Receiving Party's staff to whom no Confidential Information was disclosed or communicated. If the Receiving Party is

required to disclose Confidential Information of the Disclosing Party in order to comply with any applicable law, regulation, court order or other legal, regulatory or administrative requirement, the Receiving Party shall promptly notify the Disclosing Party of the requirement for such disclosure and co-operate through all reasonable and legal means, at the Disclosing Party's expense, in any attempts by the Disclosing Party to prevent or otherwise restrict disclosure of such information.

A.6.3 Subject Data

Principal shall ensure that, to the extent any data or other information obtained by any Associate relating to any Subject in the course of such Associate providing Associate Services may be subject to any confidentiality restrictions between such Associate and such Subject, such Associate shall provide in each agreement containing such restrictions (and in the absence of any such agreement must agree with such Subject in writing) that (i) such Associate may disclose each ROC, Attestation of Compliance and other related information to Principal, PCI SSC and/or its Members, as requested by the Subject, (ii) to the extent any Member obtains such information in accordance with the preceding clause A6.3(i) or this clause A6.3(ii), such Member may disclose (a) such information on an as needed basis to its Financial Institutions and Issuers, other Members and their respective Financial Institutions and Issuers, and relevant governmental, regulatory and law enforcement inspectors, regulators and agencies, and (b) that such Member has received a ROC and other related information with respect to such Subject (identified by name) and whether the ROC was satisfactory, and (iii) such Principal and such Associate may disclose such information as necessary to comply with their respective obligations and requirements pursuant to Section A10.2(b) below and the corresponding provision of the *Principal-Associate QSA Agreement*. Accordingly, notwithstanding anything to the contrary in Section A6.2(a) above, to the extent requested by a Subject, PCI SSC may disclose Confidential Information relating to such Subject and obtained by PCI SSC in connection with this Agreement to Members in accordance with this Section A6.3, and such Members may in turn disclose such information to their respective member Financial Institutions and other Members. Principal hereby consents to, and shall require each Associate to consent to such disclosure by PCI SSC and its Members. The confidentiality of ROCs and any other information provided to Members by any Associate or Subject is outside the scope of this Agreement and may be subject to such confidentiality arrangements as may be established from time to time between such Member, on the one hand, and such Associate or such Subject (as applicable), on the other hand.

A.6.4 Personal Information

In the event that Principal or any Associate receives Personal Information from PCI SSC or any Member or Subject in the course of providing the Services or the Associate Services (as applicable) or otherwise in connection with this Agreement or the applicable Principal-Associate Relationship, Principal shall, and shall ensure that each Associate shall, in addition to the obligations set forth elsewhere in this Agreement or otherwise, at all times during the Term (as defined in Section A9.1) maintain such data protection handling practices as may be required by PCI SSC from time to time, including without limitation, as a minimum, physical, electronic and procedural safeguards designed: (i) to maintain the security and confidentiality of such Personal Information (including, without limitation, encrypting such Personal Information in accordance with applicable Member guidelines); (ii) to protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to such cardholders. Principal will ensure that each Associate will make available to Principal and to PCI SSC and its Members, and will require in each Associate's agreements with Subjects that Subjects will make so available, such appropriate reviews and

reports to monitor Associate's compliance with the foregoing commitments as PCI SSC or its Members may reasonably request from time to time. Without limitation of the foregoing, Principal will require each Associate to acknowledge and agree that if such Associate performs the Associate Services or any other services for PCI SSC, its Members or any Subject in a manner that will result in the storage, processing or transmission of data to which the PCI DSS applies, such Associate shall be required to be certified as compliant with the *PCI DSS* as such may be modified by PCI SSC from time to time. If *PCI DSS* compliance is required, Principal shall ensure, at its sole cost and expense, that such Associate shall: (i) conduct or have conducted the audits required for *PCI DSS* compliance; and (ii) take all actions required for such Associate to maintain *PCI DSS* compliance. If any such Associate is required to be *PCI DSS* compliant, Principal acknowledges and shall ensure that such Associate further has the obligation to keep up to date on any changes to the *PCI DSS* and implement any required changes.

A.6.5 Return

Upon termination of this Agreement or upon demand, Principal promptly shall return to PCI SSC, and shall ensure that each Associate promptly shall return to PCI SSC, all property and Confidential Information of PCI SSC and of all third parties to the extent provided or made available by PCI SSC; provided that such requirement shall not apply to electronic copies made as part of Principal's standard computer back up practices. If agreed by PCI SSC, Principal may instead, and Principal shall ensure that Associate will instead, destroy such materials and information and provide a certificate of destruction to PCI SSC, with sufficient detail regarding the items destroyed, destruction date, and assurance that all copies of such materials and information also were destroyed.

A.6.6 Remedies

In the event of any breach of Sections A6.2 hereof by the Receiving Party, the Receiving Party acknowledges that the Disclosing Party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to any remedy that the Disclosing Party may possess pursuant to applicable law, the Disclosing Party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction. In the event any such breach results in a claim by any third party, the Receiving Party shall indemnify, defend and hold harmless the Disclosing Party from any claims, damages, interest, attorney's fees, penalties, costs and expenses arising out of such third-party claim(s).

A.7 Indemnification and Limitation of Liability

A.7.1 Indemnification

- (a) Principal shall ensure that each Associate shall defend, indemnify, and hold harmless PCI SSC, its Members, and their respective subsidiaries, and all affiliates, subsidiaries, directors, officers, employees, agents, representatives, independent contractors, attorneys, successors, and assigns of any of the foregoing (collectively, including without limitation, PCI SSC and its Members, the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, suits, actions, government proceedings, taxes, penalties, interest, associated auditing and legal expenses and other costs (including without limitation, reasonable attorney's fees and related costs) (all of the foregoing, collectively, "Claims") that arise or result from any claim by any third party with respect to such Associate's (i) non-performance under the applicable *Principal-Associate QSA Agreement* or breach of any of the terms thereof; (ii) participation in the QSA Program or use of related information (a) in violation of the applicable *Principal-Associate QSA*

Agreement or (b) in violation of any applicable law, rule or regulation; (iii) non-performance of Associate Services for any Subject that has engaged QSA to perform Services, including without limitation claims asserted by Subjects or Members; (iv) negligence or willful misconduct in connection with the QSA Program, the applicable *Principal-Associate QSA Agreement* or its performance of Associate Services, except to the extent arising out of the negligence or willful misconduct of an Indemnified Party; or (v) breach, violation, infringement or misappropriation of any third-party Intellectual Property Right. Principal shall ensure that all indemnities provided for by Associates as required above shall be paid by the applicable Associate as they are incurred by the Indemnified Party. Principal shall ensure that the indemnification obligations described above shall be binding upon each Associate and its executors, heirs, successors and assigns.

- (b) Principal shall defend, indemnify, and hold harmless all Indemnified Parties from and against any and all Claims that arise or result from any claim by any third party with respect to (i) Principal's non-performance of the Services, including without limitation, Claims asserted by Associates, Subjects or Members; (ii) Principal's negligence or willful misconduct in connection with the QSA Program, this Agreement, any *Principal-Associate QSA Agreement* or its performance of the Services, except to the extent arising out of the negligence or willful misconduct of an Indemnified Party; (iii) Principal's breach of any of the terms of this Agreement; (iv) Principal's failure to adequately monitor Associate's performance under the *Principal-Associate QSA Agreement*; or (v) Principal's breach, violation, infringement or misappropriation of any third-party Intellectual Property Right. Additionally, to the extent that any Associate fails or is unable to fulfill the obligations applicable to such Associate as described in Section A7.1(a) above, Principal shall be responsible for fulfilling the same, and shall defend, indemnify, and hold harmless all Indemnified Parties from and against any and all Claims arising out of or related to such Associates' failure or inability to fulfill such obligations. All indemnities provided for under this Section A7.1(b) shall be paid by Principal as they are incurred by the Indemnified Party. The obligations described in this Section A7.1(b) shall be binding upon Principal and its executors, heirs, successors and assigns. Nothing in this Agreement shall be construed to impose any indemnification obligation on Principal to the extent any Claim arises solely from a defect in the *PCI DSS* or other materials provided by an Indemnified Party and used by Principal or any Associate without modification.

A.7.2 Indemnification Procedure

Principal may condition Associates' indemnity obligations on the Indemnified Party's providing notice of the Claim to Principal, provided that the failure to provide any such notice shall not relieve such Associate of such indemnity obligations except and to the extent such failure has materially and adversely affected such Associate's ability to defend against such Claim. Upon notice of any such Claim, PCI SSC shall permit the applicable Associate to control, and Principal shall ensure that the applicable Associate will assume full responsibility for, the defense of such matter. Upon Principal's reasonable request, PCI SSC will cooperate in all reasonable respects, at Principal's expense, in the applicable Associate's investigation, trial and defense of such Claims and any appeal arising therefrom; provided, however, that PCI SSC and/or its Members shall be entitled, at their own cost and expense, to participate in such investigation, trial and defense and any appeal arising there from or to assume the defense of any Indemnified Party. In any event, Principal shall ensure that PCI SSC and its Members will have the right to approve counsel engaged by any Associate to represent any Indemnified Party affiliated therewith, which approval shall not be unreasonably withheld. Principal shall not, and shall ensure that no Associate will, enter into any settlement of a Claim that imposes any obligation or liability on PCI SSC or any other Indemnified Party without the express prior written consent of PCI SSC or such Indemnified Party, as applicable.

Principal's indemnity obligations are contingent on the Indemnified Party's providing prompt notice of the Claim to Principal, provided that the failure to provide any such notice shall not relieve Principal of such indemnity obligations except and to the extent such failure has materially and adversely affected Principal's ability to defend against such Claim. Upon notice of such Claim, Principal will be entitled to control, and will assume full responsibility for, the defense of such matter. PCI SSC will cooperate in all reasonable respects with Principal, at Principal's expense, in the investigation, trial and defense of such Claim and any appeal arising there from; provided, however, that PCI SSC and/or its Members may, at their own cost and expense, participate in such investigation, trial and defense and any appeal arising there from or assume the defense of any Indemnified Party. In any event, PCI SSC and its Members will have the right to approve counsel engaged by Principal to represent any Indemnified Party affiliated therewith, which approval shall not be unreasonably withheld. Principal will not enter into any settlement of a Claim that imposes any obligation or liability on PCI SSC or any other Indemnified Party without the express prior written consent of PCI SSC or such Indemnified Party, as applicable.

A.7.3 No Warranties; Limitation of Liability

- (a) PCI SSC PROVIDES THE *PCI DSS*, *PCI DSS SECURITY AUDIT PROCEDURES*, *QSA PROGRAM*, *QSA VALIDATION REQUIREMENTS*, *PRINCIPAL-ASSOCIATE QSA SUPPLEMENT*, WEBSITE AND ALL RELATED AND OTHER MATERIALS PROVIDED OR OTHERWISE MADE ACCESSIBLE IN CONNECTION WITH THE QSA PROGRAM (THE FOREGOING, COLLECTIVELY, THE "PCI MATERIALS") ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. PRINCIPAL ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE ARISING OUT OF ITS USE, AND THE USE BY ANY ASSOCIATE, OF ANY OF THE PCI MATERIALS.
- (b) PCI SSC MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO PRINCIPAL OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PCI MATERIALS OR ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QSA PROGRAM. PCI SSC SPECIFICALLY DISCLAIMS, AND PRINCIPAL HEREBY WAIVES, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PCI MATERIALS, ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QSA PROGRAM, OR OTHERWISE, INCLUDING REPRESENTATIONS AND WARRANTIES REGARDING THE PCI MATERIALS OR ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QSA PROGRAM, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, PCI SSC SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PCI MATERIALS AND ANY INTELLECTUAL PROPERTY RIGHTS SUBSISTING THEREIN OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PCI SSC HAS BEEN ADVISED, HAS REASON TO KNOW, OR IS OTHERWISE IN FACT AWARE OF ANY INFORMATION). THE FOREGOING DISCLAIMER IS MADE BY PCI SSC FOR ITSELF AND, WITH RESPECT TO EACH SUCH DISCLAIMER, ON BEHALF OF ITS LICENSORS AND MEMBERS.
- (c) In particular, without limiting the foregoing, Principal acknowledges and agrees that the accuracy, completeness, sequence or timeliness of the PCI Materials or any portion thereof cannot be guaranteed. In addition, PCI SSC makes no representation or warranty whatsoever, expressed or implied, and assumes no liability to Principal or any other

person or entity regarding, and shall not be liable in any respect to Principal or any other person or entity regarding (i) any delay or loss of use of any of the PCI Materials, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the PCI Materials.

- (d) EXCEPT FOR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, AND EXCEPT FOR THE OBLIGATIONS OF PRINCIPAL OR ASSOCIATE AS PROVIDED FOR OR REQUIRED UNDER SECTIONS A5 OR A6 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ANY MEMBER BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO INDEMNIFICATION OWED TO AN INDEMNIFIED PARTY PURSUANT TO THIS SECTION A7.
- (e) PCI SSC shall be liable vis-à-vis Principal only for any direct damage incurred by Principal as a result of PCI SSC's gross negligence (contractual or extra-contractual) under this Agreement, provided PCI SSC's aggregate liability for such direct damage under and for the duration of this Agreement will never exceed the fees paid by Principal to PCI SSC under Section A4.
- (f) Notwithstanding Section A7.3(d), PCI SSC shall not be liable vis-à-vis Principal or any other entity or person for any other damage incurred by Principal or any other person or entity under or relating to this Agreement or any *Principal-Associate QSA Agreement*, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind arising in any way out of the use of the QSA Program (regardless of whether such damages are reasonably foreseeable or PCI SSC has been advised of the possibility of such damages), or for any loss that results from force majeure.
- (g) Principal shall ensure that each *Principal-Associate QSA Agreement* contains such disclaimers and provisions as PCI SSC may require from time to time in order to protect PCI SSC, vis-à-vis each Associate, in substantially the same manner as provided in this Section A7.3.

A.7.4 Insurance

Principal shall ensure that, at all times while Principal maintains a Principal-Associate Relationship with a given Associate, such Associate shall maintain, or Principal shall maintain on such Associate's behalf, insurance in such amounts, with such insurers, coverages, exclusions and deductibles which, at a minimum, meet the applicable insurance requirements for U.S. or European Union Qualified Security Assessors, as applicable, as set forth in Appendix E of the *QSA Validation Requirements*. Principal acknowledges and agrees that if any Associate is a non-U.S. and non-European Union Associate, unless otherwise expressly agreed by PCI SSC in writing, at all times while Principal maintains a Principal-Associate Relationship with a given Associate, Principal shall ensure that such Associate maintains, or Principal shall maintain on such Associate's behalf, insurance in such amounts, with such insurers, coverages, exclusions and deductibles that PCI SSC determines, in its sole discretion, is substantially equivalent to the insurance required by PCI SSC for U.S. and European Union Qualified Security Assessors. With respect to each Associate, Principal hereby represents and warrants, and shall require such Associate to represent and warrant, that such Associate meets all applicable insurance requirements as provided for in this Section A7.4 and that such insurance shall not be cancelled or modified without giving PCI

SSC at least twenty (20) days' prior written notice. To the extent that any Associate fails or is unable to fulfill the obligations applicable to such Associate as described in this Section A7.4, Principal acknowledges and agrees that Principal shall be responsible for fulfilling all such obligations. PCI SSC may modify its insurance requirements from time to time based on parameters affecting risk and financial capability that are general to Associate QSAs or specific to any Associate, provided that PCI SSC is under no obligation to review and does not undertake to advise Principal or any Associate on the adequacy of such Associate's insurance coverage.

A.8 Independence; Representations and Warranties

Principal shall ensure that each Associate complies with all requirements applicable to QSAs and all requirements applicable to Associate QSAs in accordance with the *QSA Validation Requirements* and the *Principal-Associate QSA Supplement*, as applicable, including without limitation, all requirements regarding independence, and shall ensure that each Associate is, and shall at all times during its Principal-Associate Relationship with Principal, remain in compliance with such requirements. Principal shall require each Associate to represent and warrant that by entering into the *Principal-Associate QSA Agreement*, such Associate will not breach any obligation to any third party. Principal shall ensure that each Associate complies with all applicable laws, ordinances, rules, and regulations in any way pertaining to this Agreement, the applicable *Principal-Associate QSA Agreement* or such Associate's performance of the Associate Services or its obligations as provided for under this Agreement or the applicable *Principal-Associate QSA Agreement*.

Principal hereby represents and warrants that it meets, and will continue throughout the Term to meet, all requirements set forth for "Principal QSAs" in the *Principal-Associate QSA Supplement* and agrees to make all provisions required of Principal QSAs thereby. To the extent any Associate cannot meet any specific requirement or make any specific provision as required of Associate QSAs in the *QSA Validation Requirements* or *Principal-Associate QSA Supplement*, Principal agrees that it will take all steps necessary to ensure that the Associate meets such requirements and satisfies all such provisions.

A.9 Term and Termination

A.9.1 Term

This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with this Section A9, shall continue for an initial term of one (1) year (the "Initial Term") and thereafter, for additional subsequent terms of one year (each a "Renewal Term" and together with the Initial Term, the "Term"), subject to Principal's successful completion of all required Qualified Security Assessor re-qualification requirements for each Renewal Term.

A.9.2 Termination by Principal

Principal may terminate this Agreement at any time upon thirty (30) days' written notice to PCI SSC.

A.9.3 Termination By PCI SSC

PCI SSC may terminate this Agreement effective as of the end of the then current Term by providing Principal with written notice of its intent not to renew this Agreement at least sixty (60) days prior to the end of the then current Term. Additionally, PCI SSC may terminate this Agreement: (i) with written notice upon Principal's voluntary or involuntary bankruptcy, receivership, reorganization dissolution or liquidation under state or federal law that is not

otherwise dismissed within thirty (30) days; (ii) with written notice upon Principal's breach of any representation or warranty under this Agreement; (iii) with fifteen (15) days' prior written notice following Principal's breach of any term or provision of this Agreement (including without limitation, Principal's failure to comply with any requirement of the *QSA Validation Requirements*), provided such breach remains uncured when such 15-day period has elapsed; or (iv) in accordance with Section A9.5 below. This Agreement shall automatically terminate, without further action of PCI SSC, in the event Principal at any time is not in Good Standing as a Qualified Security Assessor. PCI SSC's approval of each Principal-Associate Relationship shall automatically cease upon the effective date of any termination of this Agreement. Additionally, PCI SSC may terminate its approval of any Principal-Associate Relationship: (i) with written notice to Principal upon the applicable Associate's voluntary or involuntary bankruptcy, receivership, reorganization dissolution or liquidation under state or federal law that is not otherwise dismissed within thirty (30) days; (ii) with written notice to Principal upon the applicable Associate's breach of any representation or warranty of Associate contained in the applicable *Principal-Associate QSA Agreement*; (iii) with fifteen (15) days' prior written notice to Principal following such Associate's breach of any obligation of Associate in connection with the applicable *Principal-Associate QSA Agreement* (including without limitation, Associate's failure to comply with any applicable requirement of the *QSA Validation Requirements*), provided such breach remains uncured when such 15-day period has elapsed; (iv) effective as of the end of the then current Term by providing Principal with written notice of its intent to terminate such Principal-Associate Relationship at least sixty (60) days prior to the end of the then current Term; or (v) in accordance with Section A9.5 below. PCI SSC's approval of a given Principal-Associate Relationship shall automatically terminate, without further action of PCI SSC, in the event that the applicable Associate fails at any time to maintain its Associate Good Standing. Additionally, Principal acknowledges that PCI SSC reserves the right to re-evaluate regional needs, and the need to continue specific Principal-Associate Relationships, on an annual basis, and that accordingly, PCI SSC may terminate this Agreement and any or all corresponding Principal-Associate Relationships of Principal at any time upon thirty (30) days' written notice to Principal in the event PCI SSC determines that there is no longer a need to continue such Principal-Associate Relationships.

A.9.4 Effect of Termination

- (a) Upon any termination or expiration of this Agreement: (i) each Associate will be removed from the QSA List; (ii) Principal shall ensure that each Associate immediately ceases all advertising and promotion of its status as listed on the QSA List and all references to the *PCI DSS* and other PCI Materials; (iii) Principal shall ensure that each Associate immediately ceases soliciting for any further Associate Services and only completes Associate Services contracted with Subjects prior to the notice of termination; (iv) Principal will deliver all outstanding ROCs within the time contracted between each Associate and the applicable Subjects and Principal shall remain responsible after such termination or expiration for all of the obligations, representations and warranties hereunder with respect to all ROCs submitted prior to or after such termination or expiration; (v) Principal shall return or destroy, and shall ensure that each Associate returns or destroys, all of PCI SSC's Confidential Information in accordance with the terms of Section A6; and (vi) PCI SSC may notify any of its Members and/or acquirers. The provisions of Sections A5.4, A6, A7, A9.4 and A10 of this Agreement, including without limitation, all of the requirements applicable to Associates thereunder and all of Principal's obligations with respect to such Associates thereunder, shall survive the expiration or termination of this Agreement for any reason.
- (b) Upon any termination or expiration of a specific Principal-Associate Relationship with an Associate: (i) such Associate will be removed from the QSA List; (ii) Principal shall ensure that each such Associate immediately ceases all advertising and promotion of its status as

listed on the QSA List and all references to the *PCI DSS* and other PCI Materials; (iii) Principal shall ensure that such Associate immediately ceases soliciting for any further Associate Services and only completes Associate Services contracted with Subjects prior to the notice of termination; (iv) Principal will deliver all outstanding ROCs to be delivered by such Associate within the time contracted between such Associate and the applicable Subjects and Principal shall remain responsible after such termination or expiration for all of the obligations, representations and warranties hereunder with respect to all ROCs submitted prior to or after such termination or expiration relating to such Principal-Associate Relationship; and (v) Principal shall return, and shall ensure that such Associate returns, all of PCI SSC's Confidential Information relating solely to such terminated or expired Principal-Associate Relationship in accordance with the terms of Section A6. The provisions of Sections A5.4, A6, A7, A9.4 and A10 of this Agreement, including without limitation, all of the requirements applicable to Associates thereunder and all of Principal's obligations with respect to such Associates thereunder, shall survive the expiration or termination of each Principal-Associate Relationship for any reason.

A.9.5 Revocation

- (a) Without limiting the rights of PCI SSC as set forth elsewhere in this Agreement, in the event that PCI SSC determines that any Associate meets any condition for revocation of QSA qualification as established by PCI SSC from time to time, including without limitation, the conditions described in Section 5.3 of the *QSA Validation Requirements* (each such condition a "Violation"), PCI SSC may, effective immediately upon notice of such Violation to Principal, revoke such Associate's qualification as an Associate QSA, subject to reinstatement pending a successful appeal in accordance with Section A9.5(b) below ("Revocation"). In the event of any Revocation with respect to an Associate: (i) such Associate will be removed from the QSA List, (ii) Principal must comply with Sections A9.4(b)(ii), A9.4(b)(iii) and A9.4(b)(iv) above with respect to such Associate in the manner otherwise required if the Principal's Principal-Associate Relationship with such Associate had been terminated, and (iii) Principal will have a period of thirty (30) days from the date Principal is given notice of the corresponding Violation to submit a written request for appeal to the PCI SSC General Manager on behalf of such Associate. In the event Principal fails to submit such a request within the allotted 30-day period, PCI SSC will deliberate without an appeal and may terminate the Principal's Principal-Associate Relationship with such Associate effective immediately as of the end of such period.
- (b) All Revocation appeal proceedings will be conducted in accordance with such procedures as PCI SSC may establish from time to time, PCI SSC will review all relevant evidence submitted by the Principal, Associate and each complainant (if any) in connection with therewith, and PCI SSC shall determine whether termination of such Associate's qualification as an Associate QSA is warranted or, in the alternative, no action, or specified remedial actions shall be required of Principal and/or Associate. All determinations of PCI SSC regarding Revocation and any related appeals shall be final and binding upon Principal and Associate. If PCI SSC determines that termination is warranted, the Principal's Principal-Associate Relationship with such Associate shall terminate effective immediately upon such determination. If PCI SSC determines that no action is required of either Principal or Associate, the Revocation shall be lifted and such Associate shall be reinstated on the QSA List. If PCI SSC determines that remedial action is required, PCI SSC may establish a date by which such remedial actions must be completed, provided that the Revocation shall not be lifted, and such Associate shall not be reinstated on the QSA List, unless and until such time as such Associate has completed all such remedial actions; provided that if such actions are not completed by the date (if any) established by PCI SSC for completion thereof, PCI SSC may terminate the Principal's Principal-Associate Relationship with such Associate effective immediately

as of such date.

A.10 General Terms

A.10.1 Notices

All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic acknowledgment of receipt, or by certified or registered mail, return receipt requested, five (5) days after the date of mailing. Notices from PCI SSC to Principal shall be sent to the attention of the Primary Contact named, and at the location specified, on the signature page of this Agreement. Notices from Principal to PCI SSC shall be sent to the PCI SSC Officer identified on the signature page of this Agreement, at 401 Edgewater Place, Suite 600, Wakefield, Massachusetts 01880. A party may change its addressee and address for notices by giving notice to the other party pursuant to this Section A10.1.

A.10.2 Audit and Financial Statements

- (a) Principal shall allow, and shall ensure that each Associate allows, PCI SSC or its designated agents access during normal business hours throughout the Term and for six (6) months thereafter to perform audits of Principal's and such Associate's facilities, operations and records of Services and Associate Services (as applicable) to determine whether Principal and such Associate (as applicable) have complied with this Agreement and all other obligations imposed on Principal and such Associates in connection with participation as in the QSA Program. Principal also shall provide, and shall ensure that each Associate provides, PCI SSC or its designated agents during normal business hours with books, records and supporting documentation adequate to evaluate Principal's and such Associates' performance. Upon request, Principal shall provide, and shall ensure that each Associate shall provide, PCI SSC with a copy of their respective most recent audited financial statements or those of their respective parent companies that include financial results of Principal and such Associates, a letter from Principal's and such Associates' certified public accountant or other documentation acceptable to PCI SSC setting out Principal's and such Associates' current financial status and warranted by Principal and such Associates, respectively, to be complete and accurate. PCI SSC acknowledges that any such statements that are non-public are Confidential Information, and shall restrict access to them in accordance with the terms of this Agreement.
- (b) Notwithstanding anything to the contrary in Section A6 of this Agreement, in order to assist in ensuring the reliability and accuracy of Associate's Assessments, within 15 days of any written request by PCI SSC or any Member (each a "Requesting Organization"), Principal hereby agrees to ensure that each Associate shall provide to such Requesting Organization, such Assessment results (including ROCs) as such Requesting Organization may reasonably request with respect to (i) if the Requesting Organization is a Member, any Subject for which any Associate has performed an Assessment and that is a Financial Institution of such Member, an Issuer of such Member, a Merchant authorized to accept such Member's payment cards, an Acquirer of accounts of Merchants authorized to accept such Member's payment cards or a Processor performing services for such Member's Financial Institutions, Issuers, Merchants or Acquirers or (ii) if the Requesting Organization is PCI SSC, any Subject for which any Associate has performed an Assessment. Principal shall ensure that each agreement between an Associate and its Subjects shall include such provisions as may be required to ensure that Principal and such Associate have all necessary rights, licenses and other permissions necessary for

Principal and such Associate to comply with their respective obligations and requirements pursuant to, or as contemplated by, this Agreement. Any failure of Principal or any Associate to comply with this Section A10.2 or the obligations contemplated hereby, shall be deemed a breach of Principal's representations and warranties under this Agreement for purposes of Section A9.3, and upon any such failure, PCI SSC may remove the names of Principal and any or all Associates from the QSA List and/or terminate this Agreement or any or all Principal-Associate Relationships in its sole discretion. Additionally, Principal agrees that all QSA quality assurance procedures established by PCI SSC from time to time shall apply, including without limitation, those relating to probation, fines and penalties, and suspension or revocation.

A.10.3 Governing Law; Severability

Any dispute in any way arising out of or in connection with the interpretation or performance of this Agreement, which cannot be amicably settled within thirty (30) days of the written notice of the dispute given to the other party by exercising the best efforts and good faith of the parties, shall be finally settled by the courts of Delaware (United States of America) in accordance with Delaware law without resort to its conflict of laws provisions. Each of the parties irrevocably submits to the nonexclusive jurisdiction of the United States District Courts for the State of Delaware and the local courts of the State of Delaware and waives any objection to venue in said courts. Should any individual provision of this Agreement be or become void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, in so far as the primary purpose of this Agreement is not frustrated.

A.10.4 Entire Agreement; Modification; Waivers

The parties agree that this Agreement, including documents and schedules incorporated herein by reference, is the exclusive statement of the agreement between the parties with respect to the Principal-Associate Relationships contemplated hereby, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties with respect to such subject matter. This Agreement may be modified, altered or amended only (i) by written instrument duly executed by both parties or (ii) by PCI SSC upon thirty (30) days' written notice to Principal, provided, however, that if Principal does not agree with such unilateral modification, alteration or amendment, Principal shall have the right, exercisable at any time within the aforementioned thirty (30) day period, to terminate this Agreement upon written notice of its intention to so terminate to PCI SSC. Any such unilateral modification, alteration or amendment will be effective as of the end of such 30-day period. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

A.10.5 Assignment

Principal may not assign this Agreement, or assign or delegate any of its rights or obligations hereunder or under any *Principal-Associate QSA Agreement*, including by subcontracting, without the prior written consent of PCI SSC, which consent PCI SSC may grant or withhold in its absolute discretion.

A.10.6 Independent Contractors

The parties to this Agreement are independent contractors and neither party shall hold itself out to be, nor shall anything in this Agreement be construed to constitute either party as the agent, representative, employee, partner, or joint venture of the other. Neither party may bind or obligate the other without the other party's prior written consent.

A.10.7 Remedies

All remedies in this Agreement are cumulative, in addition to and not in lieu of any other remedies available to either party at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein.

A.10.8 Counterparts

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

A.10.9 Conflict

In the event of a conflict between this Agreement and the *QSA Validation Requirements*, this Agreement shall control.

A.10.10 No Third-Party Beneficiaries

Except as expressly provided herein, the provisions of this Agreement are for the benefit of the parties hereto only, no third-party beneficiaries are intended and no third party may seek to enforce or benefit from the provisions hereof.

[remainder of page intentionally left blank]

SCHEDULE 1

List of Associates

	Name of Associate	Associate's Region
1.		
2.		
3.		
4.		

Appendix B. Principal-Associate QSA Agreement

B.1 Introduction

This Principal-Associate QSA Agreement (the “Agreement”) is an agreement between the undersigned Principal (“Principal”) and the undersigned Associate (“Associate”), regarding Associate’s qualification by Principal to perform Services (defined below) as described herein in connection with the PCI Qualified Security Assessor Program (the “QSA Program”), as operated by the PCI Security Standards Council, LLC (“PCI SSC”) and more fully described on PCI SSC’s web site at <http://www.pcisecuritystandards.org> (the “Website”). Effective upon the date of Principal’s approval of this Agreement (the “Effective Date”), as evidenced by Principal’s signature below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Associate and Principal agree to the terms and conditions set forth in this Agreement.

RECITALS

Principal is payment card industry security company qualified by PCI SSC to perform certain payment card industry security assessments in accordance with the requirements of the QSA Program (a “Qualified Security Assessor” or “QSA”).

Additionally, Principal is party to an agreement with PCI SSC pursuant to which Principal has qualified to establish certain sponsorship relationships (each a “Principal-Associate Relationship”) with one or more non-QSA security companies that satisfy the requirements for “Associate QSAs” under the QSA Program (each an “Associate QSA”) and to sponsor Associate QSAs in connection with their participation in the QSA Program (the “Principal QSA Agreement”).

The intent of this Agreement and the Principal QSA Agreement is to expedite the rollout, in certain global regions where PCI SSC determines there to be a market necessity, of PCI SSC’s Payment Card Industry Data Security Standard, as such standard may be amended from time to time by PCI SSC (the “PCI DSS”), the current version of which is available for review on the Website.

B.2 General Information

Associate Information			
Associate Name:			
Associate Company Name:			
Location/Address:			
State/Province:	Country:	Postal Code:	
Regions Applying For (see Appendix D of <i>QSA Validation Requirements</i> (defined below)):			

Associate Contact Information			
Name:		Fax:	
Direct Telephone Number:		E-mail:	
Location/Address:			
State/Province:	Country:	Postal Code:	
For Principal Use Only:			
Application Date:			
Application Approved:			
<i>Principal Officer Signature</i> ↑			
Principal Officer Name:		Title:	
Location/Address:			
State/Province:	Country:	Postal Code:	

B.3 Terms and Conditions

B.3.1 Associate Services

Principal hereby approves Associate to perform, in accordance with this Agreement, the QSA *Validation Requirements* (defined below) and Principal's direct coordination, supervision and oversight, onsite reviews of the member Financial Institutions of Members ("Financial Institutions"), issuers of Member payment cards ("Issuers"), merchants authorized to accept Member cards in payment for goods or services ("Merchants"), acquirers of Merchant accounts ("Acquirers") and data processing entities performing services for a Financial Institution, Issuer, Merchant or Acquirer ("Processors", and each Processor, Acquirer, Issuer, Merchant or Financial Institution, a "Subject"), to determine Subjects' compliance with the PCI DSS. For purposes of this Agreement, (i) "Member" means a then current member of PCI SSC; (ii) the Associate reviews described above are referred to herein as "Assessments"; (iii) the Assessments, collectively with all related services provided by Associate to Principal, Subjects, PCI SSC or others in connection with this Agreement and the QSA Program, are referred to herein as the "Services"; (iv) "QSA *Validation Requirements*" means the most current version of (or successor document to) the Payment Card Industry (PCI) Validation Requirements for Qualified Security Assessors (QSA) document as available through the Website, as may be amended from time to time in PCI SSC's discretion, including without limitation, the *Payment Card Industry (PCI) Data Security Standard QSA Validation Requirements for Qualified Security Assessors Supplement for Principal-Associate Qualified Security Assessors* ("Principal-Associate QSA Supplement") and any and all additional supplements or addenda thereto which are applicable to Associate as a result of its participation in the QSA Program and related qualified security assessor initiatives operated by PCI SSC (each of which initiatives is hereby deemed to be included within the meaning of the term "QSA Program" for purposes of this Agreement); and (v) "QSA Requirements" means

the obligations and requirements of Associate pursuant to this Agreement, the *QSA Validation Requirements* and any other agreement, addendum, supplement or other document relating to the QSA Program and applicable to Associate. The *QSA Validation Requirements* are hereby incorporated into this Agreement, and Associate acknowledges and agrees that it has reviewed the current versions of the *QSA Validation Requirements* available on the Website.

Associate acknowledges that data security practices exist within a rapidly changing environment and agrees to monitor the Website at least weekly for changes to the PCI DSS, the *QSA Validation Requirements* and/or the Payment Card Industry (PCI) Data Security Standard Security Audit Procedures (the "PCI DSS Security Audit Procedures"), also available on the Website and incorporated herein by reference. Associate will incorporate all such changes into all Assessments initiated on or after the effective date of such changes. Principal will not accept any Report of Compliance ("ROC") regarding an Assessment that is not conducted in accordance with the PCI DSS and PCI DSS Security Audit Procedures in effect at the initiation date of such Assessment.

B.3.2 Performance of Services

Associate warrants and represents that it will perform each Assessment in strict compliance with the PCI DSS Security Audit Procedures in effect as of the commencement date of such Assessment. Without limiting the foregoing, Associate will include in each ROC a Attestation of Compliance in the form available through the Website signed by a duly authorized officer of Associate, in which Associate certifies without qualification that (a) the PCI DSS Security Audit Procedures were followed without deviation and (b) application of such procedures did not indicate any conditions of non-compliance with the PCI DSS other than those noted in the ROC.

B.3.3 Associate Service Staffing

Associate shall ensure that an employee of Associate that is fully qualified in accordance with all applicable provisions of the *QSA Validation Requirements* supervises all aspects of each engagement to perform Services, including without limitation, being present onsite for the duration of the Assessment, reviewing the work product that supports the Associate's audit procedures, and ensuring adherence to PCI DSS Security Audit Procedures. All Associate employees performing the following tasks must also be qualified: scoping decisions, selection of systems and system components where sampling is employed (in accordance with the PCI DSS Security Audit Procedures), evaluation of compensating controls and/or final report production and/or review.

B.3.4 Associate Requirements

Associate agrees to adhere to all requirements set forth in this Agreement and all other QSA Requirements to the extent applicable to Associate QSAs (as defined in the *QSA Validation Requirements*). Without limiting the foregoing, Associate agrees to comply with all requirements regarding background checks as set forth in the *QSA Validation Requirements* and warrants that it has obtained all required consents to such background checks from each employee designated by Associate to Principal to perform Services hereunder. Further, Associate warrants that, to the best of Associate's ability to determine, all information provided to Principal in connection with this Agreement and in support of Associate's request to participate in the QSA Program as an Associate QSA is and shall be accurate and complete as of the date such information is provided. Associate acknowledges that Principal and/or PCI

SSC may from time to time require Associate to provide a representative to attend any mandatory training programs in connection with the QSA Program, which may require the payment of attendance and other fees.

B.4 Fees

Associate shall pay to Principal all fees relating to Associate's status as an Associate QSA (collectively, "Fees") as specified in Appendix D of the Principal-Associate QSA Supplement (the "Fee Schedule"). Associate acknowledges that PCI SSC may review and modify the fees specified in the Fee Schedule at any time and from time to time. Whenever a change in such Fees occurs, Principal shall promptly notify Associate in accordance with the terms of Section B10.1; provided, however, that such change will be effective thirty (30) days after the date PCI SSC notifies Principal of such change, regardless of when Associate receives such notification from Principal. Should Associate not agree with such change(s), Associate shall have the right to terminate this Agreement upon written notice to Principal in accordance with the provisions of Section B10.1 at any time within thirty (30) days after it becomes aware of such change.

B.4.1 Initial Fee

An "Initial Processing Fee" as specified in the Fee Schedule will be due and payable to Principal upon submission of Associate's executed version of this Agreement to Principal. This Agreement will not be considered for approval until such Initial Processing Fee payment has been received.

B.4.2 Initial Qualification Fee

The "Qualification Fee" specified in the Fee Schedule will be due and payable to Principal within thirty (30) days of notice to Associate that this Agreement has become effective. Notwithstanding anything to the contrary in Section B5.1(a) of this Agreement, Associate acknowledges that it will not be listed on the QSA List (defined in Section B5.1(a)) until the Qualification Fee is paid in full.

B.4.3 Annual Qualification Fees

Annual Qualification Fees for each Renewal Term (as defined in Section B9.1), as determined by PCI SSC, will be due and payable to Principal within thirty (30) days of notice that Associate has been re-qualified for such Renewal Term.

B.4.4 Training Fees

Fees in the amount established by PCI SSC for training of Associate personnel (which shall be the same as the Fees established by PCI SSC for training of QSA personnel) will be due and payable within thirty (30) days after an Associate training session for Associate has been scheduled, and in any event, prior to such training session. Associate personnel will not be admitted to training sessions until applicable fees have been paid in full.

B.4.5 Additional Fees

Associate acknowledges that additional Fees may apply, including without limitation, fees to cover administrative costs, re-listing on the QSA List, penalties and other costs, and that Associate will pay all such Fees to Principal as and when required.

B.4.6 Nonrefundable Fees

All Fees paid by Associate pursuant to this Agreement are nonrefundable (regardless of whether Associate's application is approved, Associate has been removed from the QSA List, this Agreement has been terminated or otherwise).

B.5 Advertising and Promotion; Intellectual Property

B.5.1 QSA List and Associate Use of PCI SSC, Member or Principal Materials and Marks

- (a) So long as Associate is in Associate Good Standing (as defined below), Associate acknowledges and agrees that PCI SSC may, at its sole discretion, display the identification of Associate, together with related information regarding Associate's status as an Associate QSA, in such publicly available list of Qualified Security Assessors and Associate QSAs as PCI SSC may maintain and/or distribute from time to time, whether on the Website or otherwise (the "QSA List"). Associate shall provide to Principal, and Principal shall in turn provide to PCI SSC, all requested information necessary to ensure to PCI SSC's satisfaction that the identification and information relating to Associate on the QSA List is accurate. Associate acknowledges that PCI SSC may remove Associate from the QSA List at any time during which Associate is not in Associate Good Standing or Principal is not in Good Standing as a Qualified Security Assessor (defined below). Associate shall be deemed to be in "Associate Good Standing" as long as this Agreement is in full force and effect, Associate's Principal-Associate Relationship with Principal has been approved by PCI SSC, PCI SSC has approved Associate as an Associate QSA, neither such approval has expired or been terminated, Associate is not in breach of any of the terms or conditions of this Agreement, and Principal is not in breach of any of the terms or conditions of its Principal QSA Agreement with PCI SSC (in each case, including without limitation, all provisions regarding compliance with all applicable *QSA Validation Requirements* and payment). Principal shall be deemed to be in "Good Standing" as a Qualified Security Assessor as long as its Qualified Security Assessor (QSA) Agreement with PCI SSC (the "QSA Agreement") is in full force and effect, Principal has been approved as a Qualified Security Assessor and such approval has not been revoked and Principal is not in breach of any of the terms or conditions of its QSA Agreement. Without limiting the rights of PCI SSC set forth in the first sentence of this Section or in Section B9 below, Associate acknowledges that PCI SSC expressly reserves the right to remove Associate or Principal from the QSA List at any time during which either is not in Associate Good Standing or Good Standing, as applicable.
- (b) For only so long as Associate is in Associate Good Standing, Principal is in Good Standing and both are listed in the QSA List, Associate may reference the fact that Associate is listed on the QSA List in connection with Associate's advertising or promotion of the services provided to Subjects by Principal ("Principal Services"); provided, however, that each such reference shall (i) expressly state that Associate is an "Associate QSA" or "Associate Qualified Security Assessor", (ii) expressly state that Associate is "sponsored by" Principal; and (iii) be used by Associate solely to advertise or promote the Principal Services, and not to directly promote or advertise the Services themselves (such permitted references, collectively, "Permitted Promotional References"). Additionally, so long as Associate is in Associate Good Standing, Principal hereby grants to Associate the right to reference Principal by name in any Permitted Promotional References. Associate hereby agrees to refer all requests for Services or Principal Services to Principal and that Associate will not attempt to fulfill any such request without the direct coordination, supervision and oversight of Principal.

- (c) Except as expressly authorized herein, Associate shall not use any PCI SSC mark without the prior written consent of PCI SSC in each instance, and Associate shall not use any Principal or Member mark without the prior written consent of the owner of such mark in each instance. Without limitation of the foregoing, except as expressly authorized herein, Associate shall have no authority to make, and consequently shall not make, any statement that would constitute any implied or express endorsement, recommendation or warranty by PCI SSC, any Member or Principal regarding Associate, the Services, Associate's products, Principal Services, any related products of any of the foregoing, or the functionality, quality or performance of any aspect of any of the foregoing. Associate shall not: (i) make any false, misleading or incomplete statements regarding, or misrepresent the requirements of, PCI SSC, any Member, the PCI DSS, or Principal, including without limitation, any requirement regarding the implementation of the PCI DSS or the application thereof to any Subject, or (ii) state or imply that the PCI DSS requires usage of Associate's or Principal's products or services. Except with respect to (A) factual references to the QSA Program or to PCI Materials (defined in Section B7.3) that Associate includes from time to time in its contracts with Subjects and that are required or appropriate in order for Associate to accurately describe the nature of the Services it will provide pursuant to such contracts, (B) Permitted Promotional References, and (C) references that PCI SSC has expressly authorized pursuant to a separate written agreement with Associate, Associate acknowledges and agrees that it shall not publish, disseminate or otherwise make available any statements, materials or products (in any form) that refer to the PCI DSS, the PCI Materials or any portion of the foregoing, Associate's listing on the QSA List, PCI SSC, any Member, Principal, or any PCI SSC, Member or Principal mark, unless such statement, material or product has been reviewed and approved in writing by PCI SSC and, to the extent applicable, such Member or Principal, prior to publication or other dissemination, in each instance. Prior review and/or approval of such statements, materials or products by PCI SSC and/or any applicable Member or Principal, as the case may be, shall not relieve Associate of any responsibility for the accuracy and completeness of such statements, materials or products or for Associate's compliance with this Agreement or any applicable law. Any dissemination of promotional materials or publicity in violation of Section B5 shall be deemed a material breach of this Agreement and upon any such violation, Associate acknowledges and agrees that PCI SSC may remove Associate's name from the QSA List, that Principal may terminate this Agreement in its sole discretion, and that PCI SSC may terminate Associate's status as an Associate QSA or its approval of Associate's Principal-Associate Relationship with Principal in its sole discretion. To the extent that Associate either uses or makes reference to any PCI SSC or Member mark or makes any statement relating to PCI SSC or any Member in violation of this Section B5.1, then PCI SSC or such Member, as the case may be, shall be an express third-party beneficiary of this Section and shall have available to it all rights, whether at law or in equity, to enforce the provisions hereof on its own behalf and in its own right directly against Associate.

B.5.2 Uses of Associate Name and Designated Marks

Associate hereby grants to Principal, PCI SSC and each Member the right to use, and grants to Principal the right to permit PCI SSC and each Member to use, Associate's name and trademarks to list Associate on the QSA List and to include reference to Associate in publications to Financial Institutions, Issuers, Merchants, Acquirers, Processors and the public regarding the QSA Program. Neither PCI SSC, Principal, nor any Member shall be required to include any such reference in any materials or publicity regarding the QSA Program. Associate warrants and represents that it has authority to grant to Principal, PCI SSC and its Members the right to use its name and designated marks as contemplated herein.

B.5.3 No Other Rights Granted

Except as expressly stated in this Section B5, no rights to use any party's, PCI SSC's or Member's marks or other Intellectual Property Rights (as defined below) are granted herein, and each party respectively reserves all of its rights therein. Without limitation of the foregoing, except as expressly provided in this Agreement, no rights are granted to Associate with respect to any Intellectual Property Rights in the PCI DSS, the PCI DSS Security Audit Procedures or any other PCI Materials.

B.5.4 Intellectual Property Rights

- (a) Associate acknowledges and agrees that all Intellectual Property Rights, title and interest in the QSA Program, the PCI DSS, all other PCI Materials, and any and all materials Associate receives from PCI SSC, including future versions or revisions, extensions, and improvements thereof, are and at all times shall remain solely and exclusively the property of PCI SSC or its licensors, as applicable. All right, title and interest in and to the Intellectual Property Rights in all materials Associate receives from Principal are and shall remain vested in PCI SSC or Principal, or their respective licensors, as applicable. Subject to the foregoing, to the restrictions set forth in Section B6 and elsewhere in this Agreement, and to the extent of Principal's rights, so long as Associate is in Associate Good Standing, Principal hereby grants to Associate a non-exclusive, non-transferable, worldwide, revocable sublicense to use the PCI Materials (and any portion thereof), provided that such use is solely for Associate's internal review purposes or as otherwise expressly permitted in this Agreement or pursuant to a separate written agreement between PCI SSC and Associate. For purposes of this Agreement, "Intellectual Property Rights" shall mean all present and future patents, trade marks, service marks, design rights, database rights (whether registrable or unregistrable, and whether registered or not), applications for any of the foregoing, copyright, know-how, trade secrets, and all other industrial or intellectual property rights or obligations whether registrable or unregistrable and whether registered or not in any country.
- (b) All right, title and interest in and to the Intellectual Property Rights in all materials generated by PCI SSC and/or Principal with respect to Associate are and at all times shall remain the property of PCI SSC and/or Principal, as applicable. Subject to the provisions of Section B6, Associate may use and disclose such materials solely for the purposes expressly permitted by this Agreement. Associate shall not revise, abridge, modify or alter any such materials.
- (c) Associate shall not during or at any time after the completion, expiry or termination of this Agreement in any way question or dispute PCI SSC's or its licensors' (as applicable) Intellectual Property Rights in the QSA Program or any of the PCI Materials.
- (d) Except as otherwise expressly agreed by the parties, all Intellectual Property Rights, title and interest in and to the materials submitted by Associate to Principal in connection with its performance under this Agreement are and at all times shall remain vested in Associate, or its licensors.

B.6 Confidentiality

B.6.1 Definition of Confidential Information

As used in this Agreement, "Confidential Information" means (i) all terms of this Agreement; (ii) any and all information designated in this Agreement as Confidential Information; (iii) any and all originals or copies of, any information that either party has identified in writing as

confidential at the time of disclosure; and (iv) any and all Personal Information, proprietary information, merchant information, technical information or data, assessment reports, trade secrets or know-how, information concerning either party's past, current, or planned products, services, fees, finances, member institutions, Acquirers, Issuers, concepts, methodologies, research, experiments, inventions, processes, formulas, designs, drawings, business activities, markets, plans, customers, equipment, card plastics or plates, software, source code, hardware configurations or other information disclosed by either party or any Member, or their respective directors, officers, employees, agents, representatives, independent contractors or attorneys, in each case, in whatever form embodied (e.g., oral, written, electronic, on tape or disk, or by drawings or inspection of parts or equipment or otherwise), including without limitation, any and all other information that reasonably should be understood to be confidential. "Personal Information" means any and all Member payment card account numbers, Member transaction information, IP addresses or other PCI SSC, Member, Principal or third-party information relating to a natural person, where the natural person could be identified from such information. Without limiting the foregoing, Personal Information further includes any information related to any Member accountholder that is associated with or organized or retrievable by an identifier unique to that accountholder, including accountholder names, addresses, or account numbers.

B.6.2 General Restrictions

- (a) Each party (the "Receiving Party") agrees that all Confidential Information received from the other party (the "Disclosing Party") shall: (i) be treated as confidential; (ii) be disclosed only to those Members, officers, employees, legal advisers and accountants of the Receiving Party who have a need to know and be used solely as required in connection with (A) the performance of this Agreement and (B) the operation of such party's respective payment card data security compliance programs (if applicable) and (iii) not be disclosed to any third party except as expressly permitted in this Agreement or in writing by the Disclosing Party, and only if such third party is bound by confidentiality obligations applicable to such Confidential Information that are in form and substance similar to the provisions of this Section B6.
- (b) Except with regard to Personal Information, such confidentiality obligation shall not apply to information which: (i) is in the public domain or is publicly available or becomes publicly available otherwise than through a breach of this Agreement; (ii) has been lawfully obtained by the Receiving Party from a third party; (iii) is known to the Receiving Party prior to disclosure by the Disclosing Party without confidentiality restriction; or (iv) is independently developed by a member of the Receiving Party's staff to whom no Confidential Information was disclosed or communicated. If the Receiving Party is required to disclose Confidential Information of the Disclosing Party in order to comply with any applicable law, regulation, court order or other legal, regulatory or administrative requirement, the Receiving Party shall promptly notify the Disclosing Party of the requirement for such disclosure and co-operate through all reasonable and legal means, at the Disclosing Party's expense, in any attempts by the Disclosing Party to prevent or otherwise restrict disclosure of such information.

B.6.3 Subject Data

To the extent any data or other information obtained by Associate relating to any Subject in the course of providing Services thereto may be subject to any confidentiality restrictions between Associate and such Subject, Associate must provide in each agreement containing such restrictions (and in the absence of any such agreement must agree with such Subject in writing) that (i) Associate may disclose each ROC, Attestation of Compliance and other related information to Principal, PCI SSC and/or its Members, as requested by the Subject, (ii)

Principal may disclose each ROC, Attestation of Compliance and other related information to PCI SSC and/or its Members, as requested by the Subject; (iii) to the extent any Member obtains such information in accordance with the preceding clauses B6.3(i) or B6.3(ii), such Member may disclose (a) such information on an as needed basis to other Members and to such Members' respective Financial Institutions and Issuers and to relevant governmental, regulatory and law enforcement inspectors, regulators and agencies and (b) that such Member has received a ROC and other related information with respect to such Subject (identified by name) and whether the ROC was satisfactory, and (iii) Associate may disclose such information as necessary to comply with its obligations and requirements pursuant to Section B10.2(b) below. Accordingly, notwithstanding anything to the contrary in Section B6.2(a) above, to the extent requested by a Subject, Principal may disclose Confidential Information relating to such Subject and obtained by Principal in connection with this Agreement to PCI SSC in accordance with this Section B6.3, PCI SSC may in turn disclose Confidential Information relating to such Subject and obtained by PCI SSC in connection with this Agreement to Members in accordance with this Section B6.3, and such Members may in turn disclose such information to their respective member Financial Institutions and other Members. Associate hereby consents to such disclosures by Principal, PCI SSC and its Members. The confidentiality of ROCs and any other information provided to Members by Associate, Principal or any Subject is outside the scope of this Agreement and may be subject to such confidentiality arrangements as may be established from time to time between such Member, on the one hand, and Associate, Principal or such Subject (as applicable), on the other hand.

B.6.4 Personal Information

In the event that Associate receives Personal Information from Principal, PCI SSC or any Member or Subject in the course of providing Services or otherwise in connection with this Agreement, in addition to the obligations set forth elsewhere in this Agreement, Associate will at all times during the Term (as defined in Section B9.1) maintain such data protection handling practices as may be required by PCI SSC from time to time, including without limitation, as a minimum, physical, electronic and procedural safeguards designed: (i) to maintain the security and confidentiality of such Personal Information (including, without limitation, encrypting such Personal Information in accordance with applicable Member guidelines); (ii) to protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to such cardholders. Associate will make available to Principal, PCI SSC and its Members, and will require in its agreements with Subjects that Subjects will make so available, such appropriate reviews and reports to monitor Associate's compliance with the foregoing commitments as Principal, PCI SSC or its Members may reasonably request from time to time. Without limitation of the foregoing, Associate acknowledges and agrees that if it performs the Services or any other services for Principal, PCI SSC, its Members or any Subject in a manner that will result in the storage, processing or transmission of data to which the PCI DSS applies, Associate shall be required to be certified as compliant with the PCI DSS as such may be modified by PCI SSC from time to time. If PCI DSS compliance is required, Associate, at its sole cost and expense, shall: (i) conduct or have conducted the audits required for PCI DSS compliance; and (ii) take all actions required for Associate to maintain PCI DSS compliance. If required to be PCI DSS compliant, Associate acknowledges that it further has the obligation to keep up to date on any changes to the PCI DSS and implement any required changes.

B.6.5 Return

Upon termination of this Agreement or upon demand, Associate promptly shall return to Principal all property and Confidential Information of PCI SSC or Principal and of all third parties to the extent provided or made available by Principal or PCI SSC; provided that such requirement shall not apply to electronic copies made as part of Associate's standard computer back up practices. If agreed by Principal, Associate may instead destroy all such materials and information and provide a certificate of destruction to Principal, with sufficient detail regarding the items destroyed, destruction date, and assurance that all copies of such information and materials also were destroyed.

B.6.6 Remedies

In the event of a breach of Section B6.2 by the Receiving Party, the Receiving Party acknowledges that the Disclosing Party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Therefore, in addition to any remedy that the Disclosing Party may possess pursuant to applicable law, the Disclosing Party retains the right to seek and obtain injunctive relief against any such breach in any court of competent jurisdiction. In the event any such breach results in a claim by any third party, the Receiving Party shall indemnify, defend and hold harmless the Disclosing Party from any claims, damages, interest, attorney's fees, penalties, costs and expenses arising out of such third-party claim(s).

B.7 Indemnification and Limitation of Liability

B.7.1 Indemnification

Unless otherwise expressly agreed by Principal in writing, Associate shall defend, indemnify, and hold harmless Principal, PCI SSC and its Members, and their respective subsidiaries, and all affiliates, subsidiaries, directors, officers, employees, agents, representatives, independent contractors, attorneys, successors, and assigns of any of the foregoing (collectively, including without limitation, PCI SSC and its Members, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, suits, actions, government proceedings, taxes, penalties or interest, associated auditing and legal expenses and other costs (including without limitation, reasonable attorney's fees and related costs) that arise or result from any claim by any third party with respect to Associate's (i) breach of its agreements, representations or warranties contained in this Agreement; (ii) participation in the QSA Program or use of related information (a) in violation of this Agreement or (b) in violation of any applicable law, rule or regulation (iii) non-performance of Services for any Subject that has engaged Associate to perform Services, including without limitation claims asserted by Subjects or Members; (iv) negligence or willful misconduct in connection with the QSA Program, this Agreement or its performance of Services, except to the extent arising out of negligence or willful misconduct of an Indemnified Party; or (v) breach, violation, infringement or misappropriation of any third-party Intellectual Property Right. All indemnities provided for under this Agreement shall be paid as incurred by the Indemnified Party. This indemnification shall be binding upon Associate and its executors, heirs, successors and assigns. Nothing in this Agreement shall be construed to impose any indemnification obligation on Associate to the extent any claim or liability arises solely from a defect in the PCI DSS or other materials provided by an Indemnified Party and used by Associate without modification.

B.7.2 Indemnification Procedure

Associate's indemnity obligations are contingent on the Indemnified Party's providing prompt notice of the claim or liability to Associate, provided that the failure to provide any such notice shall not relieve Associate of such indemnity obligations except and to the extent such failure has materially and adversely affected Associate's ability to defend against such claim or liability. Upon receipt of such notice, Associate will be entitled to control, and will assume full responsibility for, the defense of such matter. Principal will cooperate in all reasonable respects with Associate, at Associate's expense, in the investigation, trial and defense of such claim or liability and any appeal arising there from; provided, however, that Principal, PCI SSC and/or its Members may, at their own cost and expense, participate in such investigation, trial and defense and any appeal arising there from or assume the defense of any Indemnified Party. In any event, Principal, PCI SSC and its Members will have the right to approve counsel engaged by Associate to represent any Indemnified Party affiliated therewith, which approval shall not be unreasonably withheld. Associate will not enter into any settlement of a claim that imposes any obligation or liability on Principal, PCI SSC or any other Indemnified Party without the express prior written consent such Indemnified Party.

B.7.3 No Warranties; Limitation of Liability

- (a) ASSOCIATE ACKNOWLEDGES AND AGREES THAT PCI SSC PROVIDES *THE PCI DSS, PCI DSS SECURITY AUDIT PROCEDURES, QSA PROGRAM, QSA VALIDATION REQUIREMENTS, WEBSITE AND ALL RELATED AND OTHER MATERIALS* PROVIDED OR OTHERWISE MADE ACCESSIBLE IN CONNECTION WITH THE QSA PROGRAM (THE FOREGOING, COLLECTIVELY, THE "PCI MATERIALS") ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. ASSOCIATE ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE ARISING OUT OF ITS USE OF ANY OF THE PCI MATERIALS.
- (b) ASSOCIATE ACKNOWLEDGES AND AGREES THAT NEITHER PCI SSC NOR PRINCIPAL MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE PCI MATERIALS OR ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QSA PROGRAM. ASSOCIATE ACKNOWLEDGES AND AGREES THAT PCI SSC AND PRINCIPAL EACH SPECIFICALLY DISCLAIM, AND ASSOCIATE HEREBY EXPRESSLY WAIVES, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS AGREEMENT, THE PCI MATERIALS, ANY MATERIALS OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE QSA PROGRAM, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, ASSOCIATE ACKNOWLEDGES AND AGREES THAT PCI SSC AND PRINCIPAL EACH SPECIFICALLY DISCLAIM, AND ASSOCIATE EXPRESSLY WAIVES, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PCI MATERIALS AND ANY INTELLECTUAL PROPERTY RIGHTS SUBSISTING THEREIN OR IN ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PCI SSC HAS BEEN ADVISED, HAS REASON TO KNOW, OR IS OTHERWISE IN FACT AWARE OF ANY INFORMATION). THE FOREGOING DISCLAIMER IS MADE BY EACH OF PCI SSC AND PRINCIPAL ON ITS OWN BEHALF AND, WITH RESPECT TO EACH SUCH DISCLAIMER, ON BEHALF OF EACH LICENSOR AND MEMBER OF PCI SSC AND PRINCIPAL.

- (c) In particular, without limiting the foregoing, Associate acknowledges and agrees that the accuracy, completeness, sequence or timeliness of the PCI Materials or any portion thereof cannot be guaranteed. In addition, Associate acknowledges and agrees that neither Principal, PCI SSC, nor any Member makes, and none of the foregoing has made, any representation or warranty whatsoever, expressed or implied, and that neither Principal nor PCI SSC or any Member assumes any liability to Associate or shall be liable in any respect to Associate regarding (i) any delay or loss of use of any of the PCI Materials, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the PCI Materials.
- (d) EXCEPT FOR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, AND EXCEPT FOR THE OBLIGATIONS OF ASSOCIATE UNDER SECTIONS B5 OR B6, IN NO EVENT SHALL EITHER PARTY, PCI SSC OR ANY MEMBER BE LIABLE TO ANY PARTY HERETO OR TO ANY OTHER PERSON OR ENTITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO INDEMNIFICATION OWED TO AN INDEMNIFIED PARTY PURSUANT TO THIS SECTION B7.
- (e) Principal shall be liable vis-à-vis Associate only for any direct damage incurred by Associate as a result of Principal's gross negligence (contractual or extra-contractual) under this Agreement provided Principal's aggregate liability for such direct damage under and for the duration of this Agreement will never exceed the fees paid by Associate to Principal under Section B4.
- (f) Notwithstanding Section B7.3(d), neither Principal, PCI SSC nor any of its Members shall be liable vis-à-vis Associate for any other damage incurred by Associate under this Agreement, including but not limited to, loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind arising in any way out of the use of the QSA Program (regardless of whether such damages are reasonably foreseeable or Principal, PCI SSC or any of the Members has been advised of the possibility of such damages), or for any loss that results from force majeure.

B.7.4 Insurance

Unless otherwise expressly agreed by Principal in writing, at all times while this Agreement is in effect, Associate shall maintain insurance in such amounts, with such insurers, coverages, exclusions and deductibles which, at a minimum, meet the applicable insurance requirements for U.S. or European Union Qualified Security Assessors, as applicable, as set forth in Appendix E of the *QSA Validation Requirements*. Associate acknowledges and agrees that if it is a non-U.S. and non-European Union Associate QSA, unless otherwise expressly agreed by Principal in writing, at all times while this Agreement is in effect, Associate shall maintain insurance in such amounts, with such insurers, coverages, exclusions and deductibles that Principal determines, in its sole discretion, is substantially equivalent to the insurance required by PCI SSC for U.S. and European Union Qualified Security Assessors. Unless otherwise expressly approved by Principal in writing, Associate hereby represents and warrants that it meets all applicable insurance requirements as provided for in this Section B7.4 and that such insurance shall not be cancelled or modified without giving Principal at least twenty (20) days' prior written notice. Associate acknowledges and agrees that PCI SSC or Principal may modify their respective insurance requirements for Associate from time to time based on parameters affecting risk and financial capability that are general to Qualified Security Assessors and Associate QSAs, or specific to Associate, provided that neither Principal nor PCI SSC shall have any obligation to review and that neither Principal nor PCI SSC undertakes to advise Associate on the adequacy of Associate's insurance coverage.

B.8 Independence; Representations and Warranties

Associate agrees to comply with all applicable requirements and make all applicable provisions as set forth in the *QSA Validation Requirements*, including without limitation, all requirements and provisions regarding independence, and hereby warrants and represents that Associate is now, and shall at all times during the Term, remain in compliance with all such *QSA Validation Requirements*. Associate represents and warrants that by entering into this Agreement it will not breach any obligation to any third party. Associate represents and warrants that it will comply with all applicable laws, ordinances, rules, and regulations in any way pertaining to this Agreement or its performance of the Services or its obligations under this Agreement.

B.9 Term and Termination

B.9.1 Term

This Agreement shall commence as of the Effective Date and, unless earlier terminated in accordance with this Section B9, continue for an initial term of one (1) year (the “Initial Term”) and thereafter, for additional subsequent terms of one year (each a “Renewal Term” and together with the Initial Term, the “Term”), subject to Associate’s successful completion of re-qualification requirements for each Renewal Term.

B.9.2 Termination by Associate

Associate may terminate this Agreement at any time upon thirty (30) days’ written notice to Principal. Associate acknowledges that PCI SSC will remove Associate from the QSA List as soon as practical after receipt of such notice, but in no event later than thirty days after such receipt.

B.9.3 Principal’s Termination Rights

Principal may terminate this Agreement effective as of the end of the then current Term by providing Associate with written notice of its intent not to renew this Agreement at least sixty (60) days prior to the end of the then current Term. Additionally, Principal may terminate this Agreement: (i) with written notice upon Associate’s voluntary or involuntary bankruptcy, receivership, reorganization dissolution or liquidation under state or federal law that is not otherwise dismissed within thirty (30) days; (ii) with written notice upon Associate’s breach of any representation or warranty under this Agreement; or (iii) with fifteen (15) days’ prior written notice following Associate’s breach of any term or provision of this Agreement (including without limitation, Associate’s failure to comply with any applicable requirement of the *QSA Validation Requirements*), provided such breach remains uncured when such 15-day period has elapsed.

B.9.4 PCI SSC’s Termination Rights

Associate acknowledges and agrees that PCI SSC may terminate its approval of Associate’s Principal-Associate Relationship with Principal: (i) with written notice to Principal upon Associate’s voluntary or involuntary bankruptcy, receivership, reorganization dissolution or liquidation under state or federal law that is not otherwise dismissed within thirty (30) days; (ii) with written notice to Principal upon Associate’s breach of any representation or warranty of Associate contained in this Agreement; (iii) with fifteen (15) days’ prior written notice to Principal following Associate’s breach of any obligation of Associate in connection with this Agreement, provided such breach remains uncured when such 15-day period has elapsed;

(iv) effective as of the end of the then current Term by providing Principal with written notice of its intent to terminate such Principal-Associate Relationship at least sixty (60) days prior to the end of the then current Term; or (v) in accordance with Section B9.6 below. Associate acknowledges and agrees that PCI SSC's approval of Associate's Principal-Associate Relationship with Principal shall automatically terminate, without further action of PCI SSC, in the event that Associate fails at any time to maintain its Associate Good Standing or Principal at any time is not in Good Standing as a Qualified Security Assessor. Additionally, Associate acknowledges that PCI SSC reserves the right to re-evaluate regional needs, and the need to continue specific Principal-Associate Relationships, on an annual basis, and that accordingly, PCI SSC may terminate Associate's Principal-Associate Relationship with Principal at any time upon thirty (30) days' written notice to Principal in the event PCI SSC determines that there is no longer a need to continue such Principal-Associate Relationship. This Agreement shall automatically terminate upon any termination of (a) the Principal QSA Agreement between Principal and PCI SSC, (b) this Agreement or (c) PCI SSC's approval of the Principal-Associate Relationship between Principal and Associate.

B.9.5 Effect of Termination

Upon any termination or expiration of this Agreement: (i) Associate will be removed from the QSA List; (ii) Associate shall immediately cease all advertising and promotion of its status as listed on the QSA List and all references to the PCI DSS and other PCI Materials; (iii) Associate shall immediately cease soliciting for any further Services or Principal Services and shall only complete Services or Principal Services contracted with Subjects prior to the notice of termination; (iv) Associate will deliver all outstanding ROCs within the time contracted with the Subject and shall remain responsible after termination for all of the obligations, representations and warranties hereunder with respect to all ROCs submitted prior to or after termination; and (v) Associate shall return or destroy all of Principal's, PCI SSC's and any third-party property and Confidential Information in accordance with the terms of Section B6 and (vi) PCI SSC may notify any of its Members and/or acquirers. The provisions of Sections B5.4, B6, B7, B9.5 and B10 of this Agreement shall survive the expiration or termination of this Agreement for any or no reason.

B.9.6 Revocation

- (a) Without limiting the rights PCI SSC may otherwise have, Associate acknowledges and agrees that in the event PCI SSC determines that Associate meets any condition for revocation of QSA qualification as established by PCI SSC from time to time, including without limitation, the conditions described in Section 5.3 of the *QSA Validation Requirements* (each such condition a "Violation"), PCI SSC may, effective immediately upon notice of such Violation to Principal, revoke Associate's qualification as an Associate QSA, subject to reinstatement pending a successful appeal in accordance with Section B9.5(b) below ("Revocation"). In the event of any Revocation, Associate: (i) will be removed from the QSA List, (ii) must comply with Sections B9.5(ii), B9.5(iii) and B9.5(iv) above in the manner otherwise required if the Principal-Associate Relationship between Principal and Associate had been terminated, and (iii) will have a period of thirty (30) days from the date Principal is given notice of the corresponding Violation to submit a written request for appeal to the PCI SSC General Manager. In the event Principal fails to submit such a request within the allotted 30-day period, PCI SSC will deliberate without an appeal and may terminate this Agreement effective immediately as of the end of such period.
- (b) All Revocation appeal proceedings will be conducted in accordance with such procedures as PCI SSC may establish from time to time, PCI SSC will review all relevant evidence submitted by the Principal, Associate and each complainant (if any) in connection with

therewith, and PCI SSC shall determine whether termination of Associate's qualification as an Associate QSA is warranted or, in the alternative, no action, or specified remedial actions shall be required of Associate. All determinations of PCI SSC regarding Revocation and any related appeals shall be final and binding. If PCI SSC determines that termination is warranted, this Agreement shall terminate effective immediately upon such determination. If PCI SSC determines that no action is required of Associate, the Revocation shall be lifted and Associate shall be reinstated on the QSA List. If PCI SSC determines that remedial action is required, PCI SSC may establish a date by which such remedial actions must be completed, provided that the Revocation shall not be lifted, and Associate shall not be reinstated on the QSA List, unless and until such time as such remedial actions have been completed; provided that if any required remedial actions are not completed by the date (if any) established by PCI SSC for completion thereof, PCI SSC may terminate this Agreement effective immediately as of such date.

B.10 General Terms

B.10.1 Notices

All notices required under this Agreement shall be in writing and shall be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic acknowledgment of receipt, or by certified or registered mail, return receipt requested, five (5) days after the date of mailing. Notices from Principal to Associate shall be sent to the attention of the Principal Contact named, and at the location specified, in Section B2 of this Agreement. Notices from Associate to Principal shall be sent to the Principal Officer identified, and at the location specified therefor, in Section B2 of this Agreement. A party may change its addressee and address for notices by giving notice to the other party pursuant to this Section B10.1.

B.10.2 Audit and Financial Statements

- (a) Associate shall allow Principal, PCI SSC and their respective designated agents access during normal business hours throughout the Term and for six (6) months thereafter to perform audits of Associate's facilities, operations and records of Services to determine whether Associate has complied with this Agreement. Associate also shall provide Principal and PCI SSC or their respective designated agents during normal business hours with books, records and supporting documentation adequate to evaluate Associate's performance hereunder. Upon request, Associate shall provide Principal and PCI SSC with a copy of its most recent audited financial statements or those of its parent company which include financial results of Associate, a letter from Associate's certified public accountant or other documentation acceptable to Principal or PCI SSC, as applicable, setting out Associate's current financial status and warranted by Associate to be complete and accurate. Principal acknowledges that any such statements that are non-public are Confidential Information, and shall restrict access to them in accordance with the terms of this Agreement.
- (b) Notwithstanding anything to the contrary in Section B6 of this Agreement, in order to assist in ensuring the reliability and accuracy of Associate's Assessments, within 15 days of any written request by PCI SSC, Principal or any Member (each a "Requesting Organization") Associate hereby agrees to provide to such Requesting Organization with such Assessment results (including ROCs) as such Requesting Organization may reasonably request with respect to: (i) if the Requesting Organization is a Member, any Subject for which Associate has performed an Assessment and that is a Financial Institution of such Member, an Issuer of such Member, a Merchant authorized to accept

such Member's payment cards, an Acquirer of accounts of Merchants authorized to accept such Member's payment cards or a Processor performing services for such Member's Financial Institutions, Issuers, Merchants or Acquirers or (ii) if the Requesting Organization is PCI SSC or Principal, any Subject for which Associate has performed an Assessment. Each agreement between Associate and its Subjects shall include such provisions as may be required to ensure that Associate has all necessary rights, licenses and other permissions necessary for Associate to comply with its obligations and requirements pursuant to this Agreement. Any failure of Associate to comply with this Section B10.2 shall be deemed breach of Associate's representations and warranties under this Agreement for purposes of Section B9.3, and upon any such failure, Associate acknowledges and agrees that Associate may be removed from the QSA List, this Agreement may be terminated by Principal in its sole discretion, and PCI SSC may terminate the Principal-Associate Relationship between Principal and Associate in its sole discretion. Additionally, Associate agrees that all QSA quality assurance procedures established by PCI SSC from time to time shall apply, including without limitation, those relating to probation, fines and penalties, and suspension and revocation.

B.10.3 Governing Law; Severability

Any dispute in any way arising out of or in connection with the interpretation or performance of this Agreement, which cannot be amicably settled within thirty (30) days of the written notice of the dispute given to the other party by exercising the best efforts and good faith of the parties, shall be finally settled by the courts of Delaware (United States of America) in accordance with Delaware law without resort to its conflict of laws provisions. Each of the parties irrevocably submits to the nonexclusive jurisdiction of the United States District Courts for the State of Delaware and the local courts of the State of Delaware and waives any objection to venue in said courts. Should any individual provision of this Agreement be or become void, invalid or unenforceable, the validity of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, in so far as the primary purpose of this Agreement is not frustrated.

B.10.4 Entire Agreement; Modification; Waivers

The parties agree that this Agreement, including documents and schedules incorporated herein by reference, is the exclusive statement of the agreement between the parties hereto with respect to Associate's participation in the QSA Program, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties with respect to such subject matter. This Agreement may be modified, altered or amended only (i) by written instrument duly executed by both parties or (ii) by Principal upon thirty (30) days' written notice to Associate, provided, however, that if Associate does not agree with such unilateral modification, alteration or amendment, Associate shall have the right, exercisable at any time within the aforementioned 30-day period, to terminate this Agreement upon written notice of its intention to so terminate to Principal. Any such unilateral modification, alteration or amendment will be effective as of the end of such 30-day period. Notwithstanding the foregoing, no modification, alteration or amendment to this Agreement which in any way modifies or alters the rights, privileges or benefits of PCI SSC or any Member hereunder shall be effective without the prior written consent of PCI SSC or such Member, as applicable, in each instance. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

B.10.5 Assignment

Neither party may assign this Agreement, or assign or delegate its rights and obligations hereunder, without the prior written consent of the other party.

B.10.6 Independent Contractors

The parties to this Agreement are independent contractors and neither party shall hold itself out to be, nor shall anything in this Agreement be construed to constitute either party as the agent, representative, employee, partner, or joint venture of the other. Neither party may bind or obligate the other without the other party's prior written consent.

B.10.7 Remedies

All remedies in this Agreement are cumulative, in addition to and not in lieu of any other remedies available to either party at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein.

B.10.8 Counterparts

This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B.10.9 Conflict

In the event of a conflict between this Agreement and the *QSA Validation Requirements*, this Agreement shall control.

B.10.10 Third-Party Beneficiaries

Principal and Associate intend and agree that PCI SSC and its Members shall each be third-party beneficiaries to this Agreement with the right, but not the obligation, to enforce terms and conditions hereof. Except as expressly provided herein, the provisions of this Agreement are for the benefit of Associate and Principal only, no third additional party beneficiaries are intended, and no third party may seek to enforce or benefit from the provisions hereof.

[remainder of page intentionally left blank]

Appendix C. Principal-Associate QSA – Application Process Checklist

This checklist has been provided as a tool to help you organize the **Principal-Associate QSA** application information that must be submitted along with your completed/signed Agreement. This checklist is for new or existing **Principal QSAs** to submit applications for new **Associate QSAs** only. New QSAs should refer to the *QSA Validation Requirements*. This checklist is a tool only - please review the detailed requirements in this document to ensure completeness of submitted information.

Principal-Associate QSA Business Requirements¹

Requirement	Information/documentation Needed
Business Legitimacy	Not Applicable for Principal-Associate QSA documentation; submitted by Principal QSA at time of original QSA application
Independence	Not Applicable for Principal-Associate QSA documentation; submitted by Principal QSA at time of original QSA application
Insurance Coverage	<input type="checkbox"/> For a Principal-Associate QSA relationship, proof of insurance coverage statement for Associate QSA that meets PCI SSC requirements (see Appendix E of the <i>QSA Validation Requirements</i>)
QSA Fee	<input type="checkbox"/> Initial Principal-Associate processing fee, payable to PCI SSC
Principal-Associate QSA Agreement	<input type="checkbox"/> <i>Principal QSA Agreement</i> signed by Principal QSA company officer <input type="checkbox"/> <i>Principal-Associate QSA Agreement</i> signed by Associate QSA company officer

¹ This checklist is for **Principal-Associate QSAs**, and details all the documentation needed to substantiate the Associate QSA's qualifications to perform PCI DSS assessments under the supervision of a Principal QSA. Each requirement can be met either by the Associate QSA, or if a given requirement cannot be met by the Associate QSA, the principal QSA.

Principal-Associate QSA Capability Requirements¹

Requirement	Information/documentation Needed
Principal QSA Company Services and Experience	<input type="checkbox"/> For a Principal-Associate QSA relationship, documentation from at least one PCI SSC member payment brand from the region of the Associate QSA, confirming the necessity for the Principal-Associate relationship and attesting to the consistently high standards of the Principal QSA's work
Associate QSA Employee Skills and Experience	Provide the following for each employee to be qualified: <ul style="list-style-type: none"> <input type="checkbox"/> Education (subject, degrees, institutions) <input type="checkbox"/> Area(s) of expertise <input type="checkbox"/> Years of working experience and responsibilities <input type="checkbox"/> Years of working experience related to payment industry and role (if any) <input type="checkbox"/> Résumé or CV <input type="checkbox"/> Copy of CISSP – Certified Information System Security Professional certification and ID number, or <input type="checkbox"/> Copy of CISA – Certified Information Systems Auditor certification and ID number, or <input type="checkbox"/> Copy of CISM – Certified Information Security Manager and ID number, or <input type="checkbox"/> A description of a minimum of five years' information security experience

¹ This checklist is for **Principal-Associate QSAs**, and details all the documentation needed to substantiate the Associate QSA's qualifications to perform PCI DSS assessments under the supervision of a Principal QSA. Each requirement can be met either by the Associate QSA, or if a given requirement cannot be met by the Associate QSA, the principal QSA.

Principal-Associate QSA Administrative Requirements¹

Requirement	Information/documentation Needed	
Principal QSA Contact Person—Primary and Secondary	<input type="checkbox"/> Name <input type="checkbox"/> Title <input type="checkbox"/> Address	<input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> E-mail
Background Checks	<input type="checkbox"/> For each Associate QSA employee to be qualified, statement that Associate QSA employee successfully completed the background check in accordance with the Principal QSA's policies and procedures	
Adherence to PCI DSS Procedures and Attestation of Compliance	<input type="checkbox"/> For a Principal-Associate QSA relationship, statement that the Principal QSA company's requirements for adherence to PCI DSS Procedures include Associate QSA company's procedures <input type="checkbox"/> Principal QSA company officer's signature on the <i>Principal QSA Agreement</i> <input type="checkbox"/> Associate QSA company officer's signature on the <i>Principal-Associate QSA Agreement</i> <input type="checkbox"/> Principal QSA company officer's signature on Attestation of Compliance	
Quality Assurance	<input type="checkbox"/> For a Principal-Associate QSA relationship, statement that Principal QSA company's Quality Assurance practices include quality assurance of the Associate QSA company <input type="checkbox"/> Principal QSA company officer's signature on the <i>Principal QSA Agreement</i> <input type="checkbox"/> Associate QSA company officer's signature on the <i>Principal-Associate QSA Agreement</i>	
Protection of Confidential and Sensitive Information	<input type="checkbox"/> For a Principal-Associate QSA relationship, statement that Principal QSA company's sensitive data handling practices include Associate QSA company's customer data <input type="checkbox"/> Principal QSA company officer's signature on the <i>Principal QSA Agreement</i> <input type="checkbox"/> Associate QSA company officer's signature on the <i>Principal-Associate QSA Agreement</i>	
Evidence Retention	<input type="checkbox"/> For a Principal-Associate QSA relationship, statement that Principal QSA company's evidence-retention policy and procedures includes retention of evidence from Associate QSA company <input type="checkbox"/> Principal QSA company officer's signature on the <i>Principal QSA Agreement</i> <input type="checkbox"/> Associate QSA company officer's signature on the <i>Principal-Associate QSA Agreement</i>	

¹ This checklist is for **Principal-Associate QSAs**, and details all the documentation needed to substantiate the Associate QSA's qualifications to perform PCI DSS assessments under the supervision of a Principal QSA. Each requirement can be met either by the Associate QSA, or if a given requirement cannot be met by the Associate QSA, the principal QSA.

Appendix D. Fees for Principal and Associate QSAs

The table below shows the fees for **Principal and Associate QSAs**, regardless of region of qualification, to be paid by each for each **Associate QSA** to be qualified. See Section 2 for specific requirements for Principal and Associate QSAs.

All fee checks should be made payable to PCI SSC and mailed with the completed QSA application package. See Section 1.6 of this document for the mailing address.

Initial Processing Fee ²	Qualification fee	Annual Re-qualification Fee	Training fee per individual
500 USD	5,000 USD	2,500 USD	1,250 USD Initial 995 USD Requal

² The Initial Processing Fee will be credited toward the Qualification Fee when a company is qualified as an Associate QSA.