

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ADDENDUM**

**WHEREAS**, the COUNTY and PROVIDER have an existing legal contract specifying services, terms and conditions under which the PROVIDER provides specified services to the COUNTY; and,

**WHEREAS**, said contract, dated the \_\_\_\_ day of \_\_\_\_, 20\_\_, was officially signed by both parties; and,

**WHEREAS**, PROVIDER is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and,

**WHEREAS**, PROVIDER processes, transmits, and/or stores cardholder data in the performance of services provided to COUNTY, and is therefore considered a “service provider” under Requirement 12.8 of the PCI DSS; and,

**WHEREAS**, Requirement 12.8.2 of the PCI DSS requires the COUNTY to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses; and,

**WHEREAS**, Requirement 12.8.4 of the PCI DSS requires the COUNTY to maintain a program to monitor the service provider’s PCI DSS compliance status; and,

**WHEREAS**, Requirement 12.8.5 of the PCI DSS requires the COUNTY to maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by each entity involved;

**NOW, THEREFORE**, and in consideration of the continued services offered by the PROVIDER and agreed to by the COUNTY, the COUNTY and PROVIDER mutually agree that:

- 1) Provider agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data.
- 2) Provider affirms that, as of the effective date of this Addendum, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
- 3) Provider agrees to supply the current Attestation of Compliance and Responsibility Matrix relative to PCI DSS, and evidence of its most recent validation of compliance by a Qualified Security Assessor upon execution of this addendum. Provider must supply to County an Attestation of Compliance, Responsibility Matrix, and evidence of validation of compliance by a Qualified Security Assessor at least annually.
- 4) Provider will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the non-compliance status. In no event should Provider’s notification to County be later than seven (7) calendar days after Provider learns it is no longer PCI DSS compliant.

- 5) Provider shall be responsible for physical security and network architecture required to ensure that all Customer Data collected and submitted to County is protected from unauthorized access by a third party. "Customer Data" means all data created or transmitted to or from Provider or County or stored on the Website servers as part of the Services.

In the event of unauthorized access to Customer Data by a third party, Provider shall be responsible for implementing all required breach mitigation and notification, and immediately notifying County of the nature and scope of the breach as well as mitigation and notification steps taken. In no event should Provider's notification to County be later than 24 hours after Provider learns of breach incident.

- 6) Provider acknowledges that any indemnification provided for under the referenced Contract applies to the failure of the provider to be and to remain PCI DSS compliant.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by both parties this addendum in three (3) copies, each of which shall be deemed to be an original, on the day and year first above written.

**THE COUNTY OF WAKE**

**PROVIDER**

By \_\_\_\_\_

By \_\_\_\_\_

The person responsible for monitoring the addendum performance requirements is

\_\_\_\_\_. \_\_\_\_\_ **Department**