

Payment Card Industry (PCI) Qualification Requirements

For Qualified Integrators and Resellers (QIRs)™ Version 3.0

September 2015



Document Changes

Date	Version	Description
August 2012	1.0	Initial release of the PCI Qualification Requirements for QIRs
November 2014	2.0	Minor edits to align with PCI DSS and PA-DSS v3.0; Simplification of the application process
September 2015	3.0	Minor adjustments to program requirements, e.g., allow sole proprietors to join the program by removing the requirement to have two trained employees on staff at all times



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1 Introduction

Organizations qualified by PCI SSC as Qualified Integrator and Reseller Companies (QIR Companies) are authorized to implement, configure and/or support PA-DSS validated Payment Applications on behalf of merchants or service providers for purposes of performing Qualified Installations as part of the QIR Program. The quality, reliability and consistency of a QIR Company's work provide confidence that the Payment Application has been implemented in a manner that supports the Customer's PCI DSS compliance.

All QIR Companies are identified on the QIR List in accordance with the QIR Agreement. If a company is not on the QIR List, it is not recognized as a QIR Company by PCI SSC. All companies and individuals seeking to qualify as QIR Companies or QIR Employees must satisfy initial qualification requirements and requalify with PCI SSC every three years, as detailed further in this document.

Interested applicants should complete the online registration form located on the PCI Security Standards Council Website (Website).

1.1 Terminology

For purposes of this document, capitalized terms used but not defined herein shall have the meanings set forth in Schedule 1 hereto.

1.2 Document Structure

Section 1: Introduction offers a high-level overview of the QIR application process.

Section 2: QIR Company Business Requirements covers minimum business requirements that must be demonstrated to PCI SSC by the company.

Section 3: QIR Company and QIR Employee Capability Requirements reviews the information and documentation necessary to demonstrate the service qualifications and expertise of the company and its employees.

Section 4: QIR Company Administrative Requirements focuses on the logistics of doing business as a QIR Company, including background checks, adherence to QIR Program procedures, protection of confidential and sensitive information, and quality assurance.

Section 5: QIR Requalification briefly outlines the QIR requalification process.

Section 6: QIR Remediation and Revocation Process contains information regarding remediation and revocation procedures.

Schedules and Appendices: The schedules and appendices to the QIR Qualification Requirements include the terminology schedule, QIR Agreement and Application Checklist.

1.3 Related Publications

This document should be used in conjunction with the current versions of the following other PCI SSC publications, each available through the Website:

- PCI DSS, the PCI SSC standard that sets the foundation for other PCI Standards and related requirements
- PA-DSS, the PCI SSC standard that defines the specific technical requirements and provides related assessment procedures and templates used to validate Payment Application compliance and document the validation process



- QIR Program Guide, the guidance document that defines requirements that must be satisfied by all QIR Companies in order to perform Qualified Installations
- QIR Implementation Statement, the template provided by PCI SSC to document the Qualified Installation.
- QIR Implementation Instructions, a complementary document for the QIR Implementation Statement that explains how to document the Qualified Installation.

1.4 QIR Application Process

To begin the application process a company representative must submit a registration form through the Website. Upon receipt of the registration form, PCI SSC will send an email to the company representative with credentials to access the secure web portal designated by PCI SSC for the QIR Program (the "Portal") and begin the application process. The company's Primary Contact (see Section 4.1.1 below) will manage the application process for both the company and any company employees seeking QIR Employee qualification.

To facilitate preparation of the application, refer to Appendix B: Application Checklist. Applications must contain all items listed in Appendix B. All application materials must be submitted in English. Documentation provided in a language other than English must be accompanied by a certified English translation.

In the event a company does not meet the requirements specified in the QIR Qualification Requirements, PCI SSC will notify the company, and the company will have 30 days from the date of notification to appeal the decision. Appeals must be addressed to the PCI SSC General Manager. If a company's appeal is denied, its name will not be placed on the QIR List.

Important Note: PCI SSC reserves the right to reject any application from any applicant that PCI SSC determines has committed, within two (2) years prior to the application date, any conduct that would have been considered a "Violation" (defined in the QIR Program Guide) if committed by a QIR Company or QIR Employee. The period of ineligibility will be a minimum of *one* (1) year as determined by PCI SSC in a reasonable and non-discriminatory manner, in light of the circumstances.

1.5 Additional Information Requests

In an effort to maintain the integrity of the QIR Program, PCI SSC may from time to time request that QIR Companies and QIR Employees submit additional information or materials in order to demonstrate adherence to applicable requirements, as part of the QIR approval process, or as part of PCI SSC's QIR quality assurance initiatives, including but not limited to remediation, revocation and appeals as further described in the QIR Program Guide. All such additional information and materials must be submitted in English or with a certified English translation. QIR Companies are required to respond to each such request with the required information or documentation no later than three (3) weeks from receipt of the corresponding written request or as otherwise requested by PCI SSC.

2 QIR Company Business Requirements

Each QIR Company must satisfy the following business requirements and provide the following information to PCI SSC.



2.1 Business Legitimacy

2.1.1 Requirements

The QIR Company must be recognized as a legal entity.

2.1.2 Provisions

The following information must be provided to PCI SSC:

- Copy of business license or equivalent (proof of legal existence from the relevant jurisdiction; see Business License Requirements on Website).
- Attestation that the QIR Company (and QIR Company principals) have no past or present allegations or convictions of any fraudulent or criminal activity against them, or a written statement describing any such allegations or convictions and the status and resolution thereof.

2.2 Code of Professional Responsibility

2.2.1 Requirements

PCI SSC has adopted a *PCI SSC Code of Professional Responsibility* (the "Code," available on the Website) to help ensure that PCI SSC-qualified companies and individuals adhere to high standards of ethical and professional conduct. All PCI SSC-qualified companies and individuals must advocate, adhere to and support the Code.

2.2.2 Provisions

The QIR Company must confirm the *PCI SSC Code of Professional Responsibility* is advocated, adhered to and supported by the company.

Each QIR Employee must accept the *PCI SSC Code of Professional Responsibility* at the beginning of each PCI SSC QIR Training course.

2.3 QIR Company Fees

2.3.1 Requirements

All fees payable by QIR Companies in connection with the QIR Program ("Fees") must be paid by check or other means approved by PCI SSC. All checks should be made payable to "PCI SSC" and mailed to the following address or as otherwise instructed by PCI SSC:

PCI Security Standards Council 401 Edgewater Place, Suite 600 Wakefield, MA 01880 USA Phone number: (781) 876-8855

QIR Companies are responsible for payment of the following Fees as then specified on the Website:



Note: All Fees associated with the QIR Program are posted on the Website. All such Fees are non-refundable, updated annually and subject to change upon notice from PCI SSC. Posting of a revised QIR Program Fee Schedule on the Website shall be deemed to constitute notice of a Fee change.

Training and Exam Fees

The Fees a QIR Company will pay are the QIR

Training and Exam Fee for each individual QIR Employee they want to have qualified (minimum of one per QIR Company). The Primary Contact will receive an invoice for training Fees, and will be responsible for payment of that invoice before the trainee receives access to QIR training material.

Exam Retake (necessary only if the QIR Employee's previous attempt resulted in failure)

There is no limit to the number of times an individual QIR Employee can retake the QIR Exam and there is no waiting period required after each failed attempt. The QIR Company will be assessed the Exam Retake Fee prior to each retake attempt.

Requalification

Requalification is required every three years on or before the QIR Employee's qualification expiration date. In order to requalify, individual QIR Employees will need to take the QIR Training and Exam. The Fees a QIR Company will pay are the QIR Training and Exam Fee for each individual QIR Employee they want to have regualify.

3 QIR Company and QIR Employee Capability Requirements

3.1 QIR Company

QIR Companies must be qualified by PCI SSC and maintain a skilled and trained workforce to provide secure implementations of PA-DSS validated Payment Applications to merchants and Service Providers. Only companies qualified by PCI SSC as QIR Companies are listed on the PCI SSC website and authorized to perform Qualified Installations.

3.1.1 Requirements

- The QIR Company must be either the direct provider of a PA-DSS validated Payment Application or a completely independent third party licensed or otherwise authorized by a PA-DSS validated Payment Application vendor to implement that Payment Application into the merchant or service provider environment.
- The QIR Company must have processes in place to ensure that its QIR Employees are trained and have access to applicable documentation to perform Qualified Installations. Processes must include, but are not limited to, participation in the training program(s) provided by PCI SSC and the Payment Application vendor(s). The PA-DSS standard requires PA-DSS Payment Application vendors to maintain instructional documentation and training programs for integrators and resellers.
- The QIR Company must have experience installing and configuring applications, preferably Payment Applications, equal to at least one year or three separate engagements.
- The QIR Company must at all times employ at least one (1) QIR Employee.



3.1.2 Provisions

The following information must be provided to PCI SSC:

- Confirmation that the QIR Company is either the direct provider of a PA-DSS validated Payment Application or a completely independent third-party licensed or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the Payment Application into the merchant or service provider environment.
- Confirmation that the QIR Company has processes for ensuring that all of its QIR Employees are trained and have access to documentation from PCI SSC and the Payment Application vendor, including, but not limited to the PCI DSS and PA-DSS standard and program documentation, and Payment Application vendor training and the PA-DSS Implementation Guide for each PA-DSS validated Payment Application for which they intend to perform Qualified Installations.
- Confirmation of the QIR Company's experience installing or configuring applications equal to one year or three separate engagements.
- List of the regional markets and languages supported by the QIR Company.
- Acknowledgement that the QIR Company must continually employ at least one (1) QIR Employee in order to be and remain a QIR Company.

3.2 QIR Employees – Skills and Experience

Each QIR Employee performing or managing any Qualified Installation must be qualified by PCI SSC. Only individuals qualified by PCI SSC as QIR Employees are authorized to perform Qualified Installations. The Lead QIR must be actively engaged for the duration of the Engagement and Qualified Installation. QIR Employees are responsible for:

- Performing the Qualified Installation(s).
- Ensuring the PA-DSS validated Payment Application is installed in a manner compliant with the Payment Application vendor's PA-DSS Implementation Guide, following the best practices of the QIR Program Guide, and in a manner that facilitates Customers' PCI DSS compliance.
- Producing the QIR Implementation Statement.

3.2.1 Requirements

All QIR Employee(s) performing or managing Qualified Installations for a given QIR Company must:

- Have sufficient application installation and system hardening knowledge and experience to conduct technically complex application installations.
- Be knowledgeable regarding the QIR Program Guide.
- Be knowledgeable of appropriate contents of the PA-DSS Implementation Guide(s) for the Payment Application(s) they implement.
- Be trained in and have up-to-date knowledge of the PA-DSS validated Payment Application(s) they implement, and perform such implementation(s) in accordance with applicable QIR Requirements.



- Attend requisite QIR Program training, and legitimately pass, of his or her own accord without any unauthorized assistance, all requisite QIR Program training examinations. QIR Employees who fail to pass such exams must not lead or manage any Qualified Installation until passing such exams.
- Be employees of the QIR Company (meaning this work cannot be subcontracted to non-employees) or permitted subcontractors approved in writing by PCI SSC. Approved subcontractors shall not be permitted to include a company logo other than that of the responsible QIR Company or any reference to another company in the QIR Implementation Statement documents while performing work on behalf of the QIR Company.

3.2.2 Provisions

The following information must be provided to PCI SSC for each individual seeking qualification as a QIR Employee:

 Work history, such as a Résumé or Curriculum Vitae, that includes relevant work experience and responsibilities in Payment Application installations, system hardening, system integration, network security, etc., and work experience related to the payment industry.

4 QIR Company Administrative Requirements

4.1 Contact Person

4.1.1 Requirements

The QIR Company must designate a primary contact person for QIR Program purposes. The primary contact shall serve as the QIR Company's sole point of contact for all QIR communications to PCI SSC in connection with the QIR Program, and may be changed in accordance with the QIR Agreement.

4.1.2 Provisions

The following contact information must be provided to PCI SSC, for the primary contact:

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

4.2 Background Checks

4.2.1 Requirements

The QIR Company must perform background checks (as described in Section 4.2.2) on all QIR Employees, if legally permitted within the applicable jurisdiction.

Upon request, the QIR Company must provide to PCI SSC the background check history for each QIR Employee, if legally permitted within the applicable jurisdiction.



4.2.2 Provisions

The QIR must provide the following to PCI SSC:

- Confirmation that the QIR Company conducts background checks for each employee:
 - Background checks must be completed prior to submitting employee qualification requests to PCI SSC.
 - QIR Employees must successfully pass the background check in accordance with the QIR Company's policies and procedures (where legally permitted).
 - Examples of background checks include previous employment history, criminal record, credit history and reference checks.
- Confirmation that the QIR Company background checks include each of the following (to the extent legally permissible in the applicable jurisdiction):
 - Gathering of current photographs
 - Verification of aliases (when applicable)
 - Annual review of records of any criminal activity, arrests or convictions
 - Automatic disqualification from QIR Employee consideration of individuals who have committed any felony or crime involving financial fraud or forgery

4.3 Adherence to PCI SSC Procedures

4.3.1 Implementation Statements

For each Qualified Installation, the resulting QIR Implementation Statement must follow the instructions set forth in the QIR Program Guide. Each *QIR Implementation Statement* must be prepared by a QIR Employee and be based on the results of the Qualified Installation in accordance with the QIR Program Guide. If clarification on the intent of any question in the *QIR Implementation Statement* is needed, the *QIR Implementation Instructions* should be used as a reference guide.

4.3.2 Marketing

So long as a QIR Company continues to appear on the QIR List, in advertising and/or promoting its Services it may refer to its listing on the QIR List and to its qualification by PCI SSC as a QIR Company. Without prior PCI SSC approval in each instance, however, a QIR Company is required not to: (a) use any trademark, service mark, logo or similar designation (each a "Mark") of PCI SSC; (b) make any statement constituting an implied or express endorsement, recommendation or warranty by PCI SSC regarding itself, its Services or any related products or services; (c) make any false or misleading statement regarding, or misrepresent the requirements of, PCI SSC, any Participating Payment Brand or any of the PCI Materials; (d) state or imply that any of the PCI Materials (or compliance therewith) require usage of any of its products or services; or (e) publish or otherwise make available any statement, material or product (in any form) that refers to or includes any PCI Materials or portion thereof, or any name or acronym of PCI SSC or any PCI SSC standard (except for brief references to PCI SSC and/or its standards (or corresponding acronyms) to the extent reasonably necessary for purposes of describing, marketing or promoting its Services).



4.4 Quality Assurance

4.4.1 Requirements

- The QIR Company must have implemented a quality assurance program as described in Section 4.4.2, and upon request, provide a copy of its Quality Manual (defined in the QIR Program Guide and further described below) to PCI SSC.
- The QIR Company must provide a QIR Feedback Form to each Customer at the start of the installation.
- The QIR Company must adhere to all quality assurance requirements mandated by PCI SSC.
- The QIR Company must permit PCI SSC to conduct audits of any QIR program-related requirement at the discretion of PCI SSC.

4.4.2 Provisions

The QIR Company must provide the following to PCI SSC:

- Contact information for the QIR Company's designated quality assurance manager (who
 may be the same as the primary contact), as follows:
 - o Name
 - Job Title
 - Address
 - o Phone number
 - E-mail address
- Confirmation that the QIR Company has a Quality Manual that complies with the requirements set forth in the QIR Program Guide and include, at a minimum, the following:
 - A reference to the QIR Company's installation procedures or details of the installation processes.
 - A reference to procedures or details of processes for employees and contractors with access to Customer sites to strictly follow secure access, installation, maintenance and support processes included in the *PA-DSS Implementation Guide* for each validated Payment Application.
 - Appropriate requirements, processes and/or procedures to ensure the proper documentation of all installation results.
 - A requirement for the Lead QIR to complete the QIR Implementation Statement and sign the completed document.
 - A requirement for a quality review of all QIR Implementation Statements.
 - A requirement that all QIR Employees must adhere to the QIR Program Guide.
 - A requirement for a process to manage security violations.
 - A process to maintain copies of training records confirming that QIR Employees, before being assigned to a Qualified Installation, have received requisite QIR Program training.
 - A requirement for QIR employees to document within the QIR Implementation Statement and notify the Customer or service provider of any areas that are not implemented in accordance with PCI DSS.



4.5 Protection of Confidential and Sensitive Information

4.5.1 Requirements

The QIR Company must maintain adequate physical, electronic and procedural safeguards consistent with industry-accepted practices to protect sensitive and confidential information against any threats or unauthorized use or access, during storage, processing, communication or otherwise, including without limitation, payment card account numbers, cardholder data, payment card transaction information, information relating natural persons that could be used to identify such persons, and any other information received by the QIR Company in connection with remediation or other Program activities that is not readily publicly available.

The QIR Company must adhere to all requirements to such protect sensitive and confidential information, as required by the applicable Customer, PCI SSC or Participating Payment Brands.

To the extent the QIR Company stores, processes or transmits any data to which the PCI DSS applies, the QIR Company shall be required to be certified as compliant with the PCI DSS and shall, at its sole cost and expense: (a) conduct or have conducted the audits required for PCI DSS compliance; and (b) take all actions required to maintain PCI DSS compliance.

4.5.2 Provisions

The QIR must provide the following:

- Confirmation that the QIR Company has implemented and complies with appropriate practices for protecting and handling all such confidential and sensitive data, including at a minimum the following physical, electronic, and procedural safeguards:
 - Systems storing Customer data do not reside on Internet-accessible systems.
 - Protection of systems storing Customer data by adequate network and applicationlayer controls, including a firewall and IDS/IPS.
 - The following physical and logical access controls:
 - Restricted access (e.g., via locks) to the physical office space.
 - Restricted access (e.g., via locked file cabinets) to paper files.
 - Restricted logical access to electronic files via role-based access control.
 - Encryption of sensitive Customer information when transmitted over the Internet either by e-mail or other means.
 - Secure transport and storage of backup media.
 - Encryption of Customer data on QIR employee laptops.
 - Processes to ensure employees and contractors maintain the confidentiality and restrict the use of all such sensitive and confidential information, including written and executed confidentiality agreements.



4.6 Retention of Results

4.6.1 Requirements

The QIR Company must maintain records of Qualified Installations. These records must:

- Be retained for a minimum of three (3) years from the completion of each Qualified Installation. The QIR Company must secure (in accordance with 4.5 above) and maintain documented evidence (whether in digital or hard copy format) of compliance with all requirements of the PA-DSS Implementation Guide, including but not limited to copies of configuration and other installation reports and settings, results, and related work papers, notes, and technical information created and/or obtained during the applicable Qualified Installation. For a list of acceptable forms of evidence, please see the QIR Program Guide.
- Adhere to all evidence-retention requirements required by PCI SSC.
- Be available upon request by PCI SSC, PFIs and Participating Payment Brands for the time period specified in the QIR Program Guide, even if the QIR Company leaves the QIR Program.

4.6.2 Provisions

The QIR Company must provide to PCI SSC:

- Confirmation that the QIR Company has a retention policy or retention schedule that covers the requirements in Section 4.6.1.
- A copy of the QIR Company's record retention policy or schedule upon request.

5 QIR Company and QIR Employee Requalification

5.1 Requirements

All QIR Companies and QIR Employees must requalify with PCI SSC every three (3) years, based on the QIR Company's original qualification date. Requalification is contingent on:

- Payment of applicable Fees.
- The Company maintaining internal processes for managing employee training.
- Successful completion of QIR training provided by PCI SSC, which includes passing the exam.
- QIR Employees completing the required Continued Professional Education (CPE) credits.
- Positive Feedback from Customers, PCI SSC and Participating Payment Brands.

5.2 Provisions

The following must be provided to PCI SSC and/or will be considered by PCI SSC during the requalification process for both the QIR Company and QIR Employees:

- Payment of all applicable QIR Training and Exam Fees (including regualification Fees).
- Confirmation that the QIR Company has internal processes to routinely educate QIR
 Employees on the appropriate methods and techniques to install and configure the validated
 Payment Application(s) that the QIR Company is authorized to implement.



 Proof of completed CPE hours for the minimum number of hours required per year as specified in the CPE Maintenance Guide on the Website. CPE hours must be reported to PCI SSC at the end of each year prior to the qualification anniversary date. Approved methods for obtaining and reporting CPE credit are documented in the CPE Maintenance Guide.

6 QIR Remediation and Revocation

Each QIR Company and QIR Employee must satisfy applicable QIR Requirements and meet prescribed quality levels for Qualified Installations, to remain in Good Standing. Failure to satisfy applicable requirements or meet applicable quality levels may result in remediation and/or revocation. The QIR Program Guide provides more details on remediation and revocation.



Schedule 1 - Terminology

For purposes of this Agreement, the QIR Qualification Requirements, and the QIR Program Guide, the following terms shall have the following meanings when capitalized:

Term	Meaning
Customer	A merchant or other entity by or for which a given QIR Company has been engaged to perform a Qualified Installation.
Engagement	The entire commitment of services, as specified in the contractual agreement between a QIR Company and its Customer, to provide a Qualified Installation and any ongoing support activities required to maintain the PA-DSS validated Payment Application in a manner which facilitates PCI DSS compliance.
Glossary	The current version of (or successor document to) the Payment Card Industry (PCI) Data Security Standard Glossary, Abbreviations and Acronyms available on the Website.
Good Standing	(a) With respect to a given QIR Company, that the QIR Agreement between the QIR Company and PCI SSC is in full force and effect, the QIR Company has been approved by PCI SSC as a QIR Company and such approval has not been revoked, terminated, suspended, cancelled or withdrawn, the QIR Company is in compliance with all QIR Company Requirements, and the QIR Company is not in breach of any of the terms or conditions of remediation, its QIR Agreement (including without limitation, all provisions regarding compliance with the QIR Qualification Requirements and payment), or any other agreement with PCI SSC; and
	(b) With respect to a given QIR Employee, that the QIR Employee is in compliance with all QIR Employee Requirements.
Lead QIR	In regard to a given Qualified Installation, the key QIR Employee leading the Engagement for the QIR Company
PA-DSS	The then current version of the Payment Card Industry (PCI) Payment Application Data Security Standard Requirements and Security Assessment Procedures (or successor document thereto), as made publicly available by PCI SSC on the Website.
PA-DSS Implementation Guide	An implementation guide prepared by the applicable Payment Application vendor for a given Payment Application (required pursuant to the PADSS).
Participating Payment Brand	A global payment card brand or scheme that is also a limited liability company member of PCI SSC (or affiliate thereof).
Payment Application	A software application used in connection with the storage, processing or transmission of cardholder data.
PCI DSS	The then current version of the Payment Card Industry (PCI) Data Security Standard Requirements (or successor document thereto), as made publicly available by PCI SSC on the Website.



Term	Meaning
PCI Materials	The PCI DSS, PA-DSS, QIR Qualification Requirements, QIR Program Guide, QIR Program training materials, Website and all related and other materials provided or otherwise made accessible by PCI SSC in connection with the QIR Program.
PCI SSC	PCI Security Standards Council, LLC, a Delaware limited liability company.
PFI (or PCI Forensic Investigator)	An entity approved as a PCI Forensic Investigator by PCI SSC to perform forensic investigations as part of the PCI SSC PCI Forensic Investigator Program. A list of PFIs appears on the Website.
QIR Agreement	The <i>QIR Agreement</i> attached as Appendix A to the QIR Qualification Requirements.
QIR Company (or Qualified Integrator and Reseller Company)	Refers to a company that has satisfied and continues to satisfy all requirements set forth in the QIR Qualification Requirements, QIR Program Guide and QIR Agreement and is thereby qualified to implement, configure, or support PA-DSS validated Payment Applications on behalf of Customers.
QIR Company Requirements	The requirements applicable to QIR Companies and the provisions required of QIR Companies as set out in the QIR Qualification Requirements, and such additional requirements as PCI SSC may establish for QIR Companies from time to time in connection with the QIR Program.
QIR Employee	A full-time employee of a QIR Company who has been approved as a QIR Employee and is in compliance with all QIR Employee Requirements.
QIR Employee Requirements	The requirements applicable to QIR Employees as set out in the QIR Qualification Requirements, and such additional requirements as PCI SSC may establish for QIR Employees from time to time in connection with the QIR Program.
QIR Feedback Form	The then current version of (or successor document to) the <i>QIR Feedback</i> Form for Payment Brands and Others, as made publicly available by PCI SSC on the Website.
QIR Implementation Statement	The report provided to a Customer upon completion of the rendering of a Qualified Installation.
QIR Installation	The installation of a PA-DSS validated Payment Application within a Customer's cardholder data environment (defined in the Glossary), conducted by a QIR Company acting in that capacity.
QIR List	The list of QIR Companies maintained on the Website.
QIR Program	The PCI SSC Qualified Integrators and Resellers Program managed by PCI SSC, as further described herein and in the QIR Program Guide and related PCI SSC guidance and publications.
QIR Program Fee Schedule	The then current schedule of Fees payable by QIR Companies in connection with participation in the QIR Program, as made publicly available by PCI SSC on the Website.



Term	Meaning
QIR Program Guide	The then current version of the Payment Card Industry (PCI) Qualified Integrators and Resellers (QIRs) Program Guide (or successor document thereto), as made publicly available by PCI SSC on the Website.
QIR Qualification Requirements	With respect to a given QIR Company, the then most current version of (or successor document to) the <i>Payment Card Industry (PCI) Qualification Requirements For Qualified Integrators and Resellers (QIRs)</i> , as made publicly available on the Website and amended by PCI SSC from time to time in its sole discretion, all supplements and addenda thereto, and any and all related agreements and/or undertakings applicable to a such QIR Company in connection with the QIR Program.
QIR Requirements	With respect to a given QIR Company, the requirements and obligations thereof pursuant to the QIR Qualification Requirements, the QIR Agreement and the QIR Program Guide, each addendum and supplement to each of the foregoing, each agreement entered into between such QIR Company and PCI SSC, and any and all other policies, procedures, requirements or obligations imposed, mandated, provided for or otherwise established by PCI SSC from time to time in connection with any PCI SSC program in which such QIR Company is then a participant, including but not limited to, the requirements of all applicable PCI SSC training programs, quality assurance and remediation programs, program guides and other related PCI SSC program materials.
Qualified Installation	The installation and/or configuration of a PA-DSS validated Payment Application for purposes of compliance with the applicable <i>PA-DSS Implementation Guide</i> and the QIR Program Guide as part of the QIR Program.
Services	The QIR Installations and all related services performed by a given QIR Company to PCI SSC, the QIR Company's Customers or others in connection with the QIR Agreement and the QIR Program
Website	The PCI SSC website at www.pcisecuritystandards.org.



Appendix A: QIR Agreement

This document (the "Agreement") is a legally binding agreement between PCI Security Standards Council, LLC ("PCI SSC") and QIR (defined below), effective as of the date PCI SSC notifies QIR that QIR's application and registration for qualification as a QIR Company have been approved (the "Effective Date"). For purposes hereof, "QIR" is the company, organization or other legal entity that, through its individual representative(s), was identified to PCI SSC in the QIR Registration Form information submitted to PCI SSC through the online QIR Company registration page on the Website, received a link providing access to this Agreement from PCI SSC, and clicks "ACCEPT" below. By clicking "ACCEPT" below, the individual doing so: (i) represents and warrants to PCI SSC that s/he is authorized to legally bind QIR to the terms hereof and (ii) for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agrees on QIR's behalf that (a) QIR has read, understands, and accepts, agrees to and is legally bound by the terms hereof, (b) PCI SSC may reject or terminate this Agreement if QIR fails to satisfy applicable QIR Requirements, and (c) capitalized terms used but not defined herein shall have the meanings in Schedule 1 to the *Payment Card Industry (PCI) Qualification Requirements for Qualified Integrators and Resellers (QIRs)* as available at www.pcisecuritystandards.org (the "Website").

- 1. QIR Qualification; Listing; Primary Contact. During the Term (defined below): (a) QIR is hereby qualified by PCI SSC to perform Qualified Installations subject to applicable QIR Requirements, and (B) PCI SSC is authorized to display QIR's name and QIR Company qualification status information on the QIR List and incorporate into QIR's listing on the QIR List such QIR trademarks as (and in the manner) QIR has designated for such purpose. QIR acknowledges and agrees that in the event PCI SSC determines in its sole but reasonable discretion that QIR meets any condition for "remediation" or "revocation" (defined in the *QIR Program Guide*), PCI SSC may, upon notice, offer QIR the opportunity to participate in remediation, revoke QIR's QIR Company qualification, annotate or remove the listing of QIR on the QIR List, and/or terminate this Agreement. QIR hereby designates the individual identified to PCI SSC as QIR's "Primary Contact" as part of the QIR registration process to serve as QIR's sole point of contact all QIR Program communications to PCI SSC.
- **2. QIR Requirements.** During the Term, QIR agrees to comply with all QIR Requirements, including but not limited to the policies, procedures, terms and conditions set forth in the *QIR Qualification* Requirements or the *QIR Program Guide*, and those otherwise established by PCI SSC in connection with applicable QIR Program quality assurance initiatives and remediation procedures.
- **3. QIR Representations.** QIR hereby represents and warrants that it: (a) is in compliance with all applicable QIR Requirements; (b) will comply with all applicable laws, ordinances, rules and regulations pertaining to this Agreement or its obligations hereunder during the Term; and (c) will ensure to its best knowledge that all information it provides to PCI SSC is and remains accurate and complete.
- 4. Limitation of Liability; Indemnification.
- A. PCI SSC EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QIR PROGRAM, THE PCI MATERIALS, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF TITLE AND NON-INFRINGEMENT.
- B. EXCEPT FOR DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR AS PROVIDED IN SECTION 4.C, IN NO EVENT SHALL: (I) EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR FOR ANY DAMAGES AS A RESULT OF LOSS OF BUSINESS, REVENUE, GOODWILL, OR OTHER COMMERCIAL OR ECONOMIC LOSS, TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THE QIR PROGRAM, THE PCI MATERIALS, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF



SUCH DAMAGES; OR (II) THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER UNDER OR IN CONNECTION WITH THE QIR PROGRAM, THE PCI MATERIALS, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AMOUNT OF FEES PAID TO PCI SSC HEREUNDER.

- C. QIR shall defend, indemnify, and hold harmless PCI SSC and its officers, directors, members, employees, agents, representatives, contractors, attorneys, successors, and assigns (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, suits, actions or proceedings (including without limitation, reasonable attorney's fees and related costs) (collectively, "Claims") arising or resulting from any claim by any third party regarding QIR's (i) breach of any warranty, representation or agreement herein; or (ii) performance or non-performance of the Services; provided, however, that QIR's obligations pursuant to this Section 4.C shall not apply to any Claim to the extent arising from the negligence or willful misconduct of an Indemnified Party or any defect in the PCI SSC Materials to the extent used by QIR without modification and for their intended purpose.
- **5. Term and Termination.** This Agreement shall commence as of the Effective Date, remain in full force and effect for a period until terminated pursuant to this Section (the "Term"), and may be terminated (a) by QIR upon notice or (b) by PCI SSC (i) as of the end of any calendar year of the Term upon at least sixty (60) days' notice; (ii) upon notice in connection with (A) any voluntary or involuntary bankruptcy, receivership, reorganization, dissolution or liquidation of QIR that is not otherwise dismissed within thirty (30) days, (B) QIR's breach of any representation or warranty under this Agreement, (C) Revocation of QIR's QIR Company qualification, or (D) failure of QIR to satisfy applicable QIR Company re-qualification requirements in accordance with QIR Program policy and procedure; or (iii) upon fifteen (15) days' notice in the event of QIR's breach of any other provision hereof that is not cured within such 15-day period. Sections 4, 6, 7 and 8 of this Agreement and Section 6.3.3 of the QIR Program Guide shall any survive termination of this Agreement.
- **6.** Confidentiality and Required Disclosures; Use of Marks. QIR hereby acknowledges and agrees to comply with the confidentiality and required disclosure provisions set forth in the *QIR Qualification Requirements*. To help ensure its ability to promptly make such required disclosures, QIR shall ensure that its written agreements with each Customer permit QIR to make such disclosures to PCI SSC, in accordance with the QIR Qualification Requirements.
- 7. Notices. Notices hereunder shall be in writing and deemed effective when delivered personally, or by overnight courier upon verification of receipt, or by facsimile transmission upon electronic confirmation of transmission, or by certified or registered mail, return receipt requested, five (5) days after the mailing date. Notices to QIR shall be sent to its Primary Contact at the address specified for QIR during QIR Company registration on the Website. Notices to PCI SSC shall be sent to PCI SSC, attention: General Manager, at 401 Edgewater Place, Suite 600, Wakefield, Massachusetts 01880. A party hereto may change its contact or address for notices and/or its Primary Contact by notice in accordance with this Section. Notwithstanding the foregoing, PCI SSC may provide any notice under this Agreement by electronic mail transmission to QIR's last designated Primary Contact or by posting to the QIR Program Portal, which notice shall be deemed effective immediately thereafter.
- **8. General.** This Agreement is governed by the laws of the State of Delaware, without resort to its conflict of laws provisions. If any provision hereof is or is determined to be void, invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. This Agreement (including the *QIR Qualification Requirements* and *QIR Program Guide*, each hereby incorporated into and made a part of this Agreement) sets forth the exclusive agreement between the parties with respect to its subject matter, and supersedes and merges all prior understandings and agreements, oral or written, between the parties with respect to such subject matter. This Agreement may be modified, altered or amended by PCI SSC upon thirty (30) days' notice, provided, that if QIR does not agree with such modification, alteration or amendment, QIR may terminate this Agreement upon notice to PCI SSC within such thirty (30) day period, and otherwise, such modification, alteration or amendment will be effective as of the end of such 30-day period. The waiver or failure of either party hereto to exercise any right provided for



in this Agreement shall not be deemed a waiver of any further right. QIR may not assign this Agreement, or assign, delegate or subcontract any of its rights or obligations hereunder, without PCI SSC's prior written consent. All remedies herein are cumulative, in addition to any other remedies available at law or in equity, subject only to the express limitations on liabilities and remedies set forth herein. In the event of an express conflict between this Agreement and the *QIR Qualification Requirements* or the *QIR Program Guide*, this Agreement shall control.



Appendix B. Application Checklist

This Appendix provides a checklist of items that the applicant QIR Company ("Company") and its applicant QIR Employees ("Employees") will need to provide, complete or do during the QIR Program application process. The application can be found online in the Portal. Secure access to the Portal will be provided during the application process.

Company Applies to QIR Program		
PA-DSS Vendor Authorization	The Company must confirm that it is either a direct provider of a PA-DSS validated Payment Application or a completely independent third party licensed or otherwise authorized by a PA-DSS validated Payment Application vendor to implement that Payment Application into the merchant or service provider environment. □ Direct provider of a PA-DSS validated Payment Application	
	☐ Independent third party license or otherwise authorized by the PA-DSS validated Payment Application vendor to implement the validated Payment Application into the Customer or service provider environment	
QIR Agreement	The Company must accept the QIR Agreement.	
Fees	The Company must pay all applicable Fees (see QIR Program Fee Schedule on Website) prior to qualification, payable to PCI SSC.	
Primary Contact Information	The Company must identify a Primary Contact and include all contact details. The Primary Contact is the individual that will receive all Council communications and will be the liaison between the QIR Company/Employee and PCI SSC.	
Markets	The Company must identify all regional markets served.	
Languages	The Company must identify all supported languages.	
Attestation Completed	The Company must confirm that it (and its principles) have no past or present allegations or convictions of any fraudulent or criminal activity against them, or provide a written statement describing any such allegations or convictions and the status and resolution thereof.	
	The Company must confirm experience in information technology and experience in installing and configuring applications, preferably Payment Applications, equal to at least one year or three separate engagements	
	The Company must confirm that it has processes in place for ensuring all QIR Employees are trained in and maintain up-to-date knowledge about the PA-DSS validated Payment Application(s) for which they will be performing Qualified installations. (This training may have occurred prior to the QIR Application process.)	
	The Company must confirm that it performs personnel background checks (to the extent legally permissible in the applicable jurisdiction) and that each QIR employee has successfully completed the background check.	



	The Company must agree that it employs a minimum of one (1) QIR Employee at all time, in order to become and remain listed as a QIR Company on the PCI SSC Website.
	The Company must confirm that it has incorporated the following into a Quality Manual as defined in section 4.4.2 of the QIR Qualification Requirements:
	A reference to the QIR Company's installation procedures or details of the installation processes.
	A reference to procedures or details of processes for employees and contractors with access to Customer sites to strictly follow secure access, installation, maintenance and support processes included in the <i>PA-DSS Implementation Guide</i> for each validated Payment Application.
	Appropriate requirements, processes and/or procedures to ensure the proper documentation of all installation results.
	A requirement for the Lead QIR to complete the QIR Implementation Statement and sign the completed document.
	A requirement for quality review of all QIR Implementation Statements.
	A requirement that all QIR Employees must adhere to the QIR Program Guide
	A requirement for a process to manage security violations.
	A requirement to maintain copies of training records confirming that each QIR Employee, before being assigned to a Qualified Installation, has received requisite QIR Program training.
	A requirement for QIR Employees to document within the QIR Implementation Statement and notify the Customer or service provider of any areas that are not implemented in accordance with PCI DSS.
Business License	The Company must upload a copy of its business license (See Business License Requirements on Website)
Webpage Link	The Company must provide the URL for its webpage.
Employees Apply 1	o QIR Program
Work History, Résumé, Curriculum Vitae	The Primary Contact must upload a copy of each applicant QIR Employee's Work History, Résumé or Curriculum Vitae that includes relevant work experience and responsibilities in installations, system hardening, network security, etc., and work experience related to the payment industry.
Training Registration	Once the Primary Contact has completed the Employee Application, the PCI SSC QIR Program Manager will register the Employee for training. The Primary Contact will receive an invoice for training fees, and will be responsible for payment of that invoice before the trainee receives access to QIR training material.



Code of Professional Responsibility	The Employee must agree to support the Code of Professional Responsibility. This agreement is introduced at the beginning of the online training course. The Employee will electronically agree to the Code.
QIR Training and Exam	The Employee must complete QIR Training and successfully pass the training exam.