

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**SECOND AMENDMENT**  
**TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**(CORE Computing Solutions, Inc.)**

**THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (hereinafter called the "Second Amendment") is made by and between the County of Baldwin, acting by and through its governing body, the Baldwin County Commission (hereinafter called "COUNTY"), and CORE Computing Solutions, Inc. (hereinafter referred to as "PROVIDER", "CORE" or "EnCore") with both parties hereto jointly referred to as the "Parties".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the COUNTY and the PROVIDER agree to the alterations, amendments and modifications to the Professional Services Agreement as follows:

**Article I.**

**TERMS OF THE PROFESSIONAL SERVICES AGREEMENT AND THE FIRST AMENDMENT**  
**TO PROFESSIONAL SERVICES AGREEMENT BROUGHT FORTH**

Except as expressly altered, amended, or modified by this Second Amendment, the terms and provisions contained in the Professional Services Agreement and the First Amendment to the Professional Services Agreement (attached as Exhibit "1" to Second Amendment) shall remain in full force and effect. To the extent that any provision of the Professional Services Agreement or the First Amendment to the Professional Services Agreement is altered, amended or modified by this Second Amendment, the terms and provisions of this Second Amendment shall control.

**Article II.**

**AMENDMENT TO SECTION XXI, ENTITLED EFFECTIVE AND TERMINATION DATES,  
OF THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT**

Section XXI, entitled **EFFECTIVE AND TERMINATION DATES**, of the original Professional Services Agreement, is hereby superseded and amended to read in its entirety as follows:

This Professional Services Agreement shall be effective and commence immediately upon the same date as its full execution. Renewals, if any, of this Professional Services Agreement and all amendments thereto shall be the same and consistent with the Initial Term and Renewal Terms set forth in the "Software License and Support Agreement" attached as Exhibit/Attachment A to this Professional Services Agreement, unless:

- (i) COUNTY (a.k.a. Licensee) shall provide PROVIDER (a.k.a. Licensor) with written notice of non-renewal not less than sixty (60) days prior to the end of the then-current term (whether the Initial Term or any Renewal Term); or
- (ii) this Professional Services Agreement is otherwise terminated by the parties in accordance with the terms of the Professional Services Agreement. Such termination shall terminate this Professional Services Agreement and all exhibits thereto, including without limitation the "Software License and Support Agreement."

**Article III.**

**AMENDMENT TO EXHIBIT/ATTACHMENT "A" OF THE ORIGINAL PROFESSIONAL  
SERVICES AGREEMENT**

**Exhibit/Attachment "A" [Core License and Support Agreement]**, of the original Professional Services Agreement, is hereby amended to add the following sections:

PCI DSS Statement

Software Compliance:

EnCORE™ Software uses the Pay Flow Pro™ payment processing (gateway) software to process payment transactions. Pay Flow Pro is a PCI DSS certified payment software offered by PayPal Inc. Certification for PayPal can be found at VISA's CISP (Certified Information Security Program), using this link

<http://www.visa.com/splistinwsearchGrsp.do> and searching the name PayPal or by viewing the attached document

**Merchant Compliance:**

The PCI DSS validation process for the merchant varies depending on your processing volume and acceptance environment All merchants are required to complete a Self-Assessment Questionnaire (SAQ). Additionally, if you are an e-commerce merchant, or you process transactions via an Internet connection, you will need to conduct a network scan by an Approved Scanning Vendor. Your payment processing company has partnered with 3rd party Approved Scanning Vendor that provides synced updates of your PCI Status to be recorded on file with the processor. CORE's managed services environment is continuously checked by Approved Scanning Vendors.

PCI Compliance measures for CORE's managed service environment includes, but is not limited to:

- Encryption of all stored card numbers
- Masking of CC numbers, leaving only the last 4 digits visible
- CC billing address validation
- No more than one card on file per customer
- No storage of the card security code (CVV #s)
- Security profiles to restrict user access to CC information
- Payflow Pro PCI Certified Gateway for Credit Card Processing
- In the event a breach of security, CORE will notify Licensee and the customers whose information interest is breached or compromised

**Managed Hosting Services:**

- Equipment located in Tier 3 PCI compliant datacenters
- 24/7/365 Monitored Video Surveillance, Biometric Fingerprint Readers, Card/PIN access
- All Server and Network Appliances configured by Certified Engineers
- Primary facility hosted at [www.peak10.com](http://www.peak10.com) Jacksonville, FL
- Backup facilities at Rackspace - TX and IL facilities
- Unlimited bandwidth included
- Redundant (OC-12 up to OC-192 or Gig E) Internet with multiple Tier 1 Providers
- Guaranteed 99.8% uptime
- 2000KW in backup Generating Capacity (diesel)
- Password reset and Account Changes/Deactivating/Reactivating fees waived

**Additional Licensed Software:**

001	EnCore eMobile On-Board Tablets Maintenance & Technical Support	\$89.00 per active tablet	Monthly	09/2019	Jacksonville, FL
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Article IV.

**EFFECTIVE DATE OF SECOND AMENDMENT**

The effective date of this Second Amendment shall be the date when the Chair of the Baldwin County Commission places her signature hereon following execution by the PROVIDER.

**THIS IS INTENDED TO BE A LEGALLY BINDING SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, SEEK LEGAL ADVICE BEFORE SIGNING.**

**CORE COMPUTING SOLUTIONS, INC.**

By: \_\_\_\_\_ /  
NATHANIEL B. PIERSALL     Date  
As Its: President

**BALDWIN COUNTY ALABAMA**

By: \_\_\_\_\_ /  
BILLIE JO UNDERWOOD     Date  
As Its: Chair

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS                     Date  
As Its: County Administrator

**\*\*NOTARY PAGE TO FOLLOW\*\***

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I \_\_\_\_\_ a Notary Public, in and for said County in said state hereby certify that BILLIE JO UNDERWOOD, whose name as Chair, and WAYNE DYESS, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF HAWAII )

COUNTY OF HONOLULU )

I \_\_\_\_\_ a Notary Public, in and for said County in said state hereby certify that NATHANIEL B. PIERSALL, whose name as President of CORE COMPUTING SOLUTIONS, INC., is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date and as an act of CORE COMPUTING SOLUTIONS, INC.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_