

## General Service Provider Data Sharing and Confidentiality Agreement

This General Service Provider Data Sharing and Confidentiality Agreement ("Agreement") establishes the terms under which Colonial Life & Accident Insurance Company ("Colonial Life") will provide access to certain information on its Plan Administrator website ("PA website") and/or through Electronic Data Load by Secure File Transfer ("EDL Transfers"), regarding \_\_\_\_\_ ("Account") to \_\_\_\_\_ ("Service Provider"), (each individually a "Party" and collectively the "Parties").

Account has contracted with Service Provider to act on its behalf to administer certain services, which may include but not be limited to Employee Level Changes, Premium Billing, Premium Collection and Premium Reconciliation and Premium Remittance (the "Billing Services") for coverages provided by Colonial Life to Account's employees, their spouse and dependents (the "Colonial Life Coverages"). Colonial Life is not a party to this agreement and is not aware of its specific contents.

To enable Service Provider to perform the Billing Services, Account has requested that Colonial Life allow access to certain information that Colonial Life possesses with respect to the Colonial Life Coverages. **By entering into this Agreement, Service Provider and Account confirm that the information is being accessed only to the extent it is necessary to effect, administer or enforce insurance transactions requested or authorized by the individual insureds and/or the Account, or in connection with the servicing or processing of an insurance product or service requested or authorized by the individual insureds and/or the Account.**

### 1. DEFINITIONS

**1.1. "Applicable Law"** means any law, ordinance, statute, rule, regulation, order, decree or finding of any governmental authority, whether federal, state or local, published or in force at any time during the term of this Agreement which applies to, governs or regulates any person or entity (including any Party), property, transaction, activity, event or other matter which is the subject of this Agreement, including, without limitation Account's and Service Provider's use of Confidential Information. Applicable Law includes all applicable state, local and federal privacy and security laws and regulations.

**1.2. "Billing Record Information"** means the information concerning individuals to whom the Colonial Life Coverages apply.

**1.3. "Confidential Information"** means (i) Billing Record Information; (ii) any other information specifically designated by Colonial Life as "Confidential Information"; (iii) any information that Service Provider learns or becomes aware of, directly or indirectly, through the access to the Billing Record Information or other information on the PA Website or otherwise belonging to Colonial Life, and (iv) any and all summaries, distillations, excerpts, analyses, work product, reports, or other information derived from, utilizing or incorporating Confidential Information.

Confidential Information shall not include information that (i) is already in the possession of Service Provider or Account; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Account, Service Provider, or their respective Related Parties; (iii) is lawfully received from a third party free to disclose it to Service Provider or Account without restriction on disclosure; (iv) is independently developed by Service Provider or Account without use of Confidential Information.

**1.4. "Information Security Program"** means written policies and procedures adopted and maintained to (i) protect the security and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the Confidential Information; and (iii) protect against unauthorized access to or use of the Confidential Information.

## **2. BILLING SERVICES RESPONSIBILITIES**

**Services.** Timely Premium Remittance remains the responsibility of the Account and policies will become past due if premiums are not received within the timeframe permitted by the policies. Account acknowledges that nothing in this Agreement amends or changes any responsibility that Account has to Colonial Life with respect to Billing Services or otherwise. It is the responsibility of Account to notify Colonial Life in the event that it terminates its agreement with Service Provider to provide Billing Services or otherwise requests termination of Service Provider's access to Account information on the PA website. Account acknowledges that Service Provider will have access to Account information unless and until Account receives written confirmation from Colonial Life that Service Provider's access has been terminated. Colonial Life specifically disclaims any and all liability for any action or inaction by Service Provider.

**2.2. Data Elements.** The information accessed on the PA website and/or by EDL Transfer by Service Provider shall be limited to the employee level data and similar employment data reasonably needed to perform the Billing Services Service Provider has specifically contracted to perform for Account. No data from any other Colonial Life account will be made available to Service Provider.

**2.3. Data Errors.** Account and/or Service Provider are responsible to ensure the accuracy and completeness of all employee level data, including contact information and enrollment elections, communicated by it to Colonial Life. Colonial Life has no liability for actions taken by Service Provider or Account in reliance of inaccurate or incomplete information from Service Provider or Account.

**2.4. Records.** Account and Service Provider shall maintain complete records of the services provided which Colonial Life may audit as it reasonably deems necessary to ensure the accuracy of employee level coverage records and premium payments. Service Provider and/or Account shall maintain records for at least seven (7) years after the termination of this Agreement with Account and/or Service Provider.

## **3. CONFIDENTIALITY AND INFORMATION SECURITY**

**3.1. Confidentiality Obligations.** Service Provider agrees to hold all Confidential Information in strict confidence. Without limiting the generality of the foregoing, Service Provider agrees (i) to use and disclose Confidential Information only as necessary to perform the Billing Services for Account or as otherwise expressly permitted by this Agreement or required by Applicable Law and (ii) Service Provider shall not store in, transmit to or access Confidential Information from a site located outside the United States or made available to any person located outside the United States.. Service Provider will not disclose Confidential Information except for the purpose of providing Billing Services or as allowed to comply with Applicable Laws, or consistent with this Agreement.

**3.2. Compelled Disclosures.** If Service Provider is required by Applicable Law or requested pursuant to judicial, administrative or other legal process to disclose any Confidential Information, Service Provider shall (to the extent permitted by Applicable Law), prior to any disclosure and within five (5) business days of receiving such request or demand, notify Colonial Life and Account in writing and provide Colonial Life and Account with copies of any such written request or demand so that Colonial and/or Account may seek a protective order or other appropriate remedy or waive in writing the provisions of this Section 3.2. The

Parties shall cooperate with each other to obtain a protective order or other reliable assurance that confidential treatment will be afforded to Confidential Information subject to disclosure. If no protective order or other remedy is obtained and both Colonial Life and Account have not waived compliance with this Section 3.2, Service Provider may, based upon the written advice of its counsel that it is legally required to disclose Confidential Information under Applicable Law, disclose such Confidential Information, except that such disclosure shall be limited to the information actually required to be disclosed pursuant to Applicable Law.

**3.3 Standard of Care.** Service Provider's data security program shall comply with all applicable state and federal laws, regulations and rules. Service Provider shall use efforts consistent with the manner it protects its own information, but in no case less than commercially reasonable efforts, to preserve the confidentiality and privacy of the Business and Personal Information and to prevent unauthorized access or use of it. Service Provider shall take all measures reasonably necessary to ensure that its employees, officers, directors, and suppliers are advised of the confidential and private nature of Business and Personal Information and that they comply with the requirements of this Agreement.

**3.4 Data Security Systems.** Service Provider's Information Security Program shall include reasonable administrative, technical and physical safeguards to ensure the security and confidentiality of Business and Personal Information; to protect against any anticipated threats or hazards to the security or integrity of such information; and to protect against unauthorized access to, or use of, such information that could result in substantial harm or inconvenience to Colonial Life or its customers.

**3.5 Due Diligence; Testing.** At Insurer's request, Service Provider shall provide Insurer a copy of its internal privacy and data security policies and procedures. Provider may be asked to complete Colonial Life's Privacy and Security Assessment Questionnaire and provide copies of any independent third-party reviews of its IT controls initiated by Service Provider as part of its regular business practices, and not at the direction, request or initiated of Service Provider's client(s). Colonial Life has the right to test all security measures, including encryption protocols, before providing access and, thereafter, on an annual basis or whenever there is a material change in a Service Provider's business practices that may materially affect the security of Confidential Information.

**3.6 Linking; Web Applications.** If Service Provider links directly to Colonial Life's systems, it must comply with Colonial Life's policies and standards relative to remote connectivity. No Party shall have any right, title or interest in another Party's systems or technology as a result of linking to them.

**3.7 Encryption.** Service Provider shall use industry standard encryption technologies for any transmission, communication or remote access connectivity involving Confidential Information and not copy any unencrypted Confidential Information to any portable device.

**3.8 Security Incident - Notice.** Service Provider shall notify Colonial Life as expeditiously as possible, and in any event no later than three (3) calendar days after discovery of any unauthorized access to, use, disclosure, modification or destruction of Confidential Information within its control ("Security Incident").

**3.9 Security Incident - Required Information.** Service Provider shall give Colonial Life the following information regarding the incident within ten (10) calendar days: a description of what happened, including the date of the Security Incident and the date of its discovery; a description of the types of Confidential Information involved in the Security

Incident (i.e., what personal information such as person's partial or full name, Social Security number, date of birth, address, account number, diagnosis, disability code or other information was involved) and whether the information was encrypted or redacted; the name of each individual whose Confidential Information has been, or is reasonably believed to have been, involved in the Security Incident; and such other relevant information as Insurer may reasonably request .

**3.10 Security Incident - Investigation and Mitigation.** Service Provider agrees to cooperate with Colonial Life in investigating any Security Incident and implementing such reasonable measures as deemed appropriate by Colonial Life, to mitigate any harmful effects, including notifying affected individuals, appropriate authorities and news media of the Security Incident and providing affected individuals with services to protect themselves against identity theft or other harm, regardless of whether notification or other action is required by law. The Service Provider shall bear the expense of any such investigation and mitigating measures.

#### 4. TERMINATION RIGHTS

**4.1. Termination.** This Agreement may be terminated by any Party for any reason on thirty (30) days notice or immediately on notice that Service Provider is no longer in an administrative services arrangement with Account.

**4.2. Termination for Cause.** In the event of gross negligence by Service Provider, Colonial Life shall have the right to terminate the agreement effective immediately upon receipt of written notice to Account and Service Provider. Upon termination of this Agreement, Service Provider shall return to Colonial Life or destroy within thirty (30) days all Confidential Information, in whatever form obtained by Service Provider pursuant to this Agreement; provided, however, that Service Provider may make one archival copy of the Confidential Information to the extent necessary to defend its work product or for future audits or regulatory compliance purposes, subject to its ongoing compliance with this Agreement. When Service Provider no longer requires the archival copy of Confidential Information, it shall promptly return or destroy such information.

#### 5. INDEMNIFICATION & LIABILITY

**5.1. Indemnification by Account.** Account shall indemnify, defend, and hold Colonial Life and its Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fee, expenses, and costs (together "Liabilities"), that Colonial Life or Colonial Life's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Service Provider under this Agreement, including but not limited to any actual or alleged breach by Account or its Related Parties of this Agreement or its confidentiality obligations pursuant to Applicable Law and any subsequent misuse of the Confidential Information, other than such Liabilities caused by the negligence or misconduct of Colonial Life.

**5.2. Indemnification by Service Provider.** Service Provider shall indemnify, defend, and hold Colonial Life and its Related Parties harmless from any Liabilities that Colonial Life, or Colonial Life's Related Parties may incur arising out of or relating to any actual or alleged breach by Service Provider or its Related Parties of this Agreement or Service Provider's confidentiality obligations pursuant to Applicable

Law and any subsequent misuse of the Confidential Information, other than such Liabilities caused by the negligence or misconduct of Colonial Life.

**5.3. Equitable Relief.** Service Provider and Account acknowledge and agree that Colonial Life operates in a highly regulated and competitive environment; and, that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury to Colonial Life which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Service Provider and Account agree that injunctive or other equitable relief shall be appropriate in the event of any breach by Service Provider or Account of any part or parts of this Agreement, in addition to such other remedies as may be available to Colonial Life at law or in equity.

**5.4. Insurance and Cyber Liability.** To ensure adequate financial resources in the event of a Security Incident or other breach of this Agreement, Service Provider must maintain insurance against risks, including cyber liabilities, consistent with Colonial Life's standards.

**5.5. No Reverse Engineering.** No party shall, and shall ensure that their respective affiliates, employees, agents, consultants and brokers do not, at any time, modify, adapt, decompile, disassemble, or reverse engineer the systems, software, programming or applications of another Party.

## 6. GENERAL PROVISIONS

**6.1. Amendment; Other Agreements.** This Agreement may be amended by mutual agreement of the Parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each Party. Amendments proposed by Colonial Life become effective automatically after thirty (30) days notice to the other Parties unless rejected by Account or Service Provider in writing within those 30 days. Except for such Colonial Life-required amendments, only a written instrument signed by the Parties may amend this Agreement. Service Provider and Account.

**6.2. Compliance with Applicable Law.** Without limiting any other obligation set forth in this Agreement, each Party shall comply with Applicable Law in connection with performance of their respective obligations hereunder. The Parties acknowledge that a change in Applicable Law may result in a change to their obligations or the manner or method in which the Parties perform their respective duties hereunder. In the event of such a change in Applicable Law, each Party agrees to negotiate in good faith to amend this Agreement as necessary to accommodate such change.

**6.3. Relationship of the Parties.** The Parties acknowledge and agree that Colonial Life is disclosing Confidential Information to Service Provider solely as a service to Account and for no other purpose and that this Agreement shall not create any relationship of agency between Colonial Life and Service Provider or between Colonial Life and Account. The Parties acknowledge and agree that Colonial Life has not contracted Service Provider to perform these Billing Services nor does Service Provider function as a third-party administrator on behalf of Colonial Life. As such Colonial Life is not responsible for paying any fees nor is Service Provider receiving any fees from Colonial Life related to its arrangement with the Account. Service Provider is not an insurer and has no authority or responsibility regarding benefit claims, to extend the time for premium payment for Colonial Life Coverages, or to otherwise waive or modify any of the Colonial Life Coverages.

**6.4. Disclaimer.** All information provided by Colonial Life is provided to Service Provider on an "AS IS" and "AS AVAILABLE" basis. Colonial Life disclaims any and all warranties, whether express or implied, including without limitation any implied warranties of merchantability or fitness for a particular purpose.



**Colonial Life & Accident  
Insurance Company**  
1200 Colonial Life Boulevard  
Columbia, SC 29210  
coloniallife.com

Colonial Life shall not be responsible for Service Provider’s use of any information provided under this Agreement or the results of the Billing Services, including the accuracy or correctness thereof.

**6.5. Severability.** The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of any other part.

**6.6. Continuing Obligations.** The confidentiality and indemnification rights and obligations set forth in the Agreement shall survive its expiration or termination.

**6.7. Applicability; Assignment.** This Agreement is binding on successors and assigns, affiliates, subsidiaries, employees, agents and any subcontractors of the Parties. Neither Account nor Service Provider may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of Colonial Life.

**6.8. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of South Carolina without regard to conflict of laws.

Each Party acknowledges for itself that it has read this Agreement and that it is authorized to enter into this Agreement. This Agreement is effective on the date last signed by a Party and continues at will until either Party terminates as stated in Section 4 Termination Rights.

**Account**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Colonial Life**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Service Provider**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_