Gramm-Leach-Bliley Act Safeguards Rule
Service Provider Agreement

This Agreement is entered into as of _____ (the "**Effective Date**"), by and between **Company** and _____, and its Affiliates (collectively "**Dealer**"). Company and Dealer shall be referred to individually as a "Party" or collectively as "Parties."

Definitions

1. **Affiliates** means any dealerships or business entities, under common control or ownership with Dealer, and authorized to sell or issue Company products or programs pursuant to the Dealer Agreement.
2. **Company** means the following entity or entities with which Dealer previously entered into a Services Agreement: iA American Warranty, L.P., Innovative Aftermarket Systems L.P., Service Guard Insurance Agency, L.P. dba Preferred Administrators, iA American Warranty Corp, Southwest Reinsurance Inc., or American Colonial Administration, LLC.
3. **Customer Information** shall have the meaning provided in the GLBA Safeguards Rule (16 C.F.R. §314.2).
4. **Services Agreement** means the separate agreement entered into by the Parties pursuant to which Company administers specific warranty, service contract or similar products or programs, sold or issued by Dealer to customers.
5. **Safeguards Rule** means the federal Gramm-Leach-Bliley Act ("**GLBA**") Safeguards Rule applicable to Dealer and any of its service providers with access to Dealer's Customer Information.

Safeguards Rule. The Safeguards Rule requires that any entities provided access to Dealer's Customer Information must enter into a Service Provider agreement, agreeing to implement and maintain appropriate safeguards to protect Customer Information. This Agreement constitutes a Service Provider agreement subject to the GLBA Safeguards Rule and shall be treated as an addendum to the Services Agreement between the Parties. This Agreement shall have no force or effect if a Services Agreement was not previously entered between Dealer and Company.

Representations & Warranties. In connection with the goal of maintaining reasonable safeguards to protect Dealer's Customer Information it receives as a Service Provider, Company represents and warrants the following:

1. Company shall only process, use or disclose Customer Information in a manner consistent with the purposes for which such information was disclosed to Dealer under a Services Agreement.
2. Company maintains Customer Information only for as long as necessary to provide services or to comply with any retention period applicable to Company.
3. In relation to Dealer's Customer Information provided to, or processed by Company, Company shall not engage in an act, or cause or permit an act, resulting in a breach of applicable laws, regulations, or regulatory requirements.
4. Company is capable of implementing and meeting all local, state, and federal legal requirements regarding the required administrative, technical, and physical safeguards under those laws and all applicable industry standards with respect to the privacy and security of Dealer's Consumer Information that Company maintains, processes, obtains, or otherwise has access to.
5. Company shall notify Dealer if it knows, discovers, or reasonably believes that there has been a security event involving Dealer's Customer Information.

Risk Assessments. Upon Dealer's written request, but not more than once per year, Company shall complete a questionnaire or shall provide Dealer with a reasonably comparable written assessment, which includes appropriate specificity for a service contract administrator, which assesses Company's ability to comply as a Service Provider under the Safeguards Rule.

Termination. This Agreement shall remain in effect until revoked in writing by either Party or shall terminate automatically if the Services Agreement between Dealer and Company terminates for any reason. The Representations & Warranties shall survive any termination of the Agreement.

The Parties by their duly authorized representatives have executed and delivered this Agreement as of the Effective Date.

COMPANY		**DEALER**	
By:	_____	By:	_____
Typed Name:	_____	Typed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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