

ELECTRONIC ENROLLMENT SUPPORT AGREEMENT

This Electronic Enrollment Support Agreement ("Agreement") is made and entered into by and between Aetna U.S. Healthcare Inc. on behalf of itself and its affiliates (collectively "Company") and _____ ("Customer"), to become effective as of _____ ("Effective Date").

WHEREAS, Customer desires that Company permit Customer's eligible employees to be enrolled electronically in Company's benefit plans by means of the *EZenroll*[®] application; and

WHEREAS, Company is willing to permit such electronic enrollment, provided Customer agrees to abide by certain terms and conditions;

NOW THEREFORE, the parties agree as follows:

1. Company will allow Customer's eligible employees to be electronically enrolled in Company's benefit plans in one or both of the following two ways, depending on Customer's preference and the availability to Customer of the *EZenroll* application for employees:
 - (a) Subject to availability, eligible employees may use the *EZenroll* application to enroll themselves and their dependents in Company's benefit plans (Please note: This option is not available to employees enrolling in Texas HMO-based plans) or
 - (b) Customer may input enrollment information provided by eligible employees on to the *EZenroll* application.
2. If Customer allows eligible employees to use the *EZenroll* application, Customer must make sure that the following security procedures are complied with:
 - (a) Employees must use the login ID and password assigned to them; and
 - (b) Customer Electronic Signature - In order for enrollments to be forwarded to the Company, Customer must verify and release every employee enrollment using the assigned Customer login ID and password.
3. If Customer inputs enrollment information provided by eligible employees on to the *EZenroll* application, Customer must:
 - (a) Input on to an *EZenroll* application and transmit to Company only that information reflected on a completed enrollment form or change forms signed by an eligible employee and also keep the original copies of all such enrollment forms or change forms, such copies to be retained for a period of not less than seven years;
 - (b) Produce, at Company's request, the original copy of any enrollment or change form;
 - (c) Use enrollment forms and change forms which are either Company enrollment forms and change forms or are substantially similar to Company enrollment forms and change forms in all respects including authorization language.

4. Customer shall indemnify and hold Company harmless for all loss, liability, damage, expense, cost or other obligation which Company may incur or be required to pay as a result of any claim, demand or lawsuit brought by any party (including Customer) resulting from Customer's breach of its obligations under this Agreement or arising from or in connection with the electronic enrollment process and/or the *EZenroll* application unless the result of the Company's sole negligence.

5. This Agreement shall commence on its Effective Date and shall continue until terminated by either party as provided in Paragraph 6.

6. Either party may terminate this Agreement for any reason upon giving ten (10) days written notice to the other party. However, Paragraphs 2, 3, 4 and 8 shall survive the termination of this Agreement.

7. Upon termination of this Agreement, Customer's right to use electronic enrollment and the *EZenroll* application will immediately cease.

8. This Agreement is governed by the law of Pennsylvania.

IN WITNESS WHEREOF, the parties acting through their authorized representatives have executed this Agreement.

COMPANY

CUSTOMER

By _____

By _____

Title _____

Title _____

Date _____

Date _____

03/07/2001