

The North River Insurance Company  
 United States Fire Insurance Company

Policy Number:

Renewal of Policy Number:

**TECHNOLOGY POLICY DECLARATIONS  
FOR  
TECHNOLOGY ERRORS AND OMISSIONS PROTECTION AGREEMENT - CLAIMS MADE**

NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS *POLICY* PROVIDES COVERAGE FOR *CLAIMS* FIRST MADE AND REPORTED DURING THE *POLICY PERIOD*. *DEFENSE COSTS* ARE INCLUDED WITHIN THE *LIMITS OF COVERAGE* AND REDUCE THE *LIMITS OF COVERAGE* FOR THIS *POLICY*. PLEASE READ CAREFULLY.

Item 1.	<b>Named Insured and Address:</b>
Item 2.	<b>Agency Code, Name and Address:</b>
Item 3.	<b>Policy Period:</b> From _____ (Effective) To _____ (Expiration) (12:01 a.m. local time at the address shown in Item 1)
Item 4.	<b>Limits of Coverage:</b> Each <i>Claim</i> Limit: \$ _____ Aggregate Limit: \$ _____
Item 5.	<b>Deductible Amount:</b> \$ _____
Item 6.	<b>Premium:</b> \$ _____
Item 7.	<b>Retroactive Date:</b>
Item 8.	The following form(s) and endorsement(s), if any, are made part of this <i>policy</i> at issuance:

This Technology Policy Declarations, the Technology Errors and Omissions Protection Agreement – Claims Made, and any forms and endorsements attached thereto, complete the above numbered *policy*.

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## TECHNOLOGY ERRORS AND OMISSIONS LIABILITY PROTECTION AGREEMENT – CLAIMS MADE

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This Protection Agreement provides insurance in which the costs of defending *suits* reduce the *limits of coverage*. Except as otherwise provided, this insurance applies only to *claims* first made and reported in writing to *us* during the *policy period*, arising from an *error*, but only if the *error* occurs on or after the *retroactive date* and prior to the end of the *policy period*. *Retroactive date* means the date specified as such in the Technology Policy Declarations. Words and phrases in italics are defined in this protection agreement.

### The Policy Period

Coverage under this *policy* begins at 12:01 a.m., standard time, on the effective date shown on the Technology Policy Declarations.

Coverage under this *policy* ends at 12:01 a.m., standard time, on the expiration date of this *policy*. If all or part of this *policy* is canceled for any reason before that date, coverage will end at 12:01 a.m., standard time, on the date cancellation is effective.

"Policy period" means the period between the time coverage begins and the time coverage ends.

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### Coverage

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We will pay amounts any *protected entity* is legally obligated to pay as *damages* as a result of *claims* made and reported in writing to *us* in accordance with the "When This Agreement Covers" section of this Protection Agreement. The *damages* must have resulted from an *error* which first caused damages during or after installation, testing and final acceptance by the user of *your electronic product*, software or *computer service*.

"Claim" means a request or demand for payment of *damages* resulting from an *error*, and includes any *suit* resulting there from. A *claim* will be deemed to have been made when notice of the *claim*, is first received by a *protected entity* or by *us*, whichever occurs first.

"Error" means negligent acts, errors or omissions in the design or implementation of *your electronic products*, software or *computer services*, committed in the course of *your business activities*.

"Business activities" means developing, manufacturing, distributing, selling, licensing, maintaining or handling electronic products, software or *computer services*, but only where such activities are performed for persons or entities other than *you*. "Computer services means":

- Systems analysis, designing, programming, data processing, data storage, consulting, outsourcing (including outsourcing of *temporary employees*), system integration and information services in relation to computer hardware or software, including any such computer hardware or software designed or intended to prevent a *network security violation*;
- Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software and training in the use of such hardware or software;
- Provision of telephone services including switching services, dial tone access, and competitive access providers;
- Provision of cellular and wireless communication services including satellite communications;
- Provision of cable television and cable communication services;
- Provision of access to or services on the electronic media commonly known as the Internet or the Worldwide Web; website design and maintenance;
- Design and implementation of interactive media, including but not limited to CD ROM, Laser Disc Video, and Interactive Kiosks;
- Electronic, Video tape, and print publishing, and the related researching, preparation, republication, serialization, exhibition, or distribution of such material by others;
- Graphic design and marketing communication services;

- Designing, implementing and servicing teleconferencing and audio visual equipment, systems and software;
- Document imaging and related document storage, retrieval, and management services.

### **Intellectual Property**

Subject to the “When This Agreement Covers” section of this *policy*, we will cover *damages* resulting from *claims* for any alleged or actual infringement of any intellectual property rights, (but not patent infringement or trade secret misappropriation) including copyright infringement, trademark infringement, trademark dilution, trade dress and trade name infringement including titles and slogans.

### **Personal Injury**

Subject to the “When This Agreement Covers” section of this *policy*, we will cover *damages* resulting from *claims* for *personal injury*. We will also cover *damages* resulting from *claims* for a *network security violation*.

### **Advertising injury**

Subject to the “When This Agreement Covers” section of this *policy*, we will cover *damages* resulting from *claims* for *advertising injury*. However, we will not cover *damages* resulting from *claims* for infringement of intellectual property for any *advertising* material, title or slogan used without written consent of the owner thereof.

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## **Exclusions – What This Agreement Will Not Cover**

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### **Bodily injury**

We will not cover *damages* for *bodily injury*.

### **Property damage**

We will not cover *damages* for *property damage*.

### **Other professional services**

We will not cover *damages* arising from the performance of or failure to perform any other professional services, even when those services are incorporated into *your electronic products*, software or *computer services*. This includes, but is not limited to, professional services such as those performed by architects, surveyors, health care providers, accountants, lawyers, and financial or tax advisors.

### **Obligations to employees**

We will not cover *damages* for any obligations of any *protected entity* under workers compensation, disability benefits, unemployment compensation, or any similar laws.

### **Claims by protected entities**

We will not cover any *claim* brought by a *protected entity* against another *protected entity*.

### **Intentional acts**

We will not cover *damages* resulting from any act or failure to act, which the *protected entity* knew, might result in a *claim*. Such circumstances include, but are not limited to, withdrawal of an electronic product, software or *computer service* from the market; or discontinuation of support for an electronic product, software or *computer service*;

### **Dishonest acts**

We will not cover *damages* resulting from the following conduct of a *protected entity*:

- any dishonest, fraudulent, criminal, malicious or reckless act or omission by any *protected entity* whether acting alone or in collusion with anyone else;
- any alleged or actual violation of a law.

However, this exclusion will not apply unless such conduct has been established by a final adjudication in any judicial, administrative, or alternate dispute resolution proceeding, or by any *protected entities*’ admission in a proceeding or otherwise, at which time *you* shall reimburse *us* for all defense and other payments made by *us* in connection with such conduct, and all of *our* duties with respect to such conduct, shall cease. No such reimbursement will be required, if such conduct can be attributed to one individual employee of a *protected entity*, and no other employee or *protected entity* had knowledge of, participated, acquiesced, or remained passive after having knowledge of such conduct, and the *protected entity* otherwise complied with the reporting provisions of this *policy* on learning of such conduct.

### **Discrimination**

We will not cover *damages* arising out of discrimination based on race, color, religion, sex, age, gender, sexual orientation, disability, handicap, pregnancy, national origin or ethnicity.

## **Bankruptcy**

We will not cover *damages* arising out of the bankruptcy or insolvency of any *protected entity*.

## **Liability of others**

We will not cover *damages* for liability of others any *protected entity* assumes under any contract or agreement unless the *protected entity* would have had the liability in the absence of such contract or agreement.

## **Warranties, representations and promises**

We will not cover *damages* for return or refund of all or any part of payments made to *you* by *your* customers. Also, *we* will not cover costs and expenses *you* incur to comply with any warranties, representations or promises for *your electronic products*, software or *computer services*, including repair or replacement of defective materials or workmanship. Nor will *we* cover costs *you* incur associated with system modification, product re-design, correction of product errors, and product recall, withdrawal or inspection.

## **Penalties, liquidated damages, or cost guarantees**

We will not cover *damages* for the payment of liquidated *damages* or penalties *you* agreed to pay *your* customer in the event of incidents such as late delivery. *We* also will not cover *damages* resulting from the fact that *you* exceeded any cost guarantees or estimates.

## **Pollution**

We will not cover *claims* alleging or arising from any pollution, contamination or toxic exposure, including but not limited to noise, electromagnetic fields, radio waves, nuclear radiation, nuclear waste; radioactive contamination; asbestos fibers or material containing asbestos; fungi, molds, spores, or mycotoxins; any solid, liquid, gaseous or thermal irritant, including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste.

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## **Defense of Claims or Suits**

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We will have the duty to make only the payments shown below in connection with any *suit* we defend.

"Claims expense," means those payments *we* make pursuant to *our* duty to defend, as set forth below.

Each payment of *claims expense* reduces the *limits of coverage*. *Our* duty to pay *claims expense*, and therefore *our* duty to defend, ends when *we* have used up the *limits of coverage* that apply with any combination of payment for judgments, settlements and *claims expense*, including:

- Bonds to release property: *We* will pay the cost of bonds to release property of a *protected entity* that is being used to secure a covered legal obligation, but only for bond amounts within the applicable *limits of coverage*. *We* are not obligated to apply for or furnish such bonds, or to provide the collateral in support of such bond.
- Expenses incurred by a *protected entity*: *We* will pay all reasonable expenses that a *protected entity* incurs at *our* request while helping *us* investigate or defend a *claim* or *suit*. But *we* will not pay more than \$250 per day for earnings actually lost by any *protected entity* because of time lost from work.
- Taxed costs: *We* will pay all costs for covered *claims* taxed against a *protected entity* at the conclusion of a *suit*.
- Pre-judgment interest: *We* will pay pre-judgment interest awarded on the covered portion of a judgment.
- Post-judgment interest: *We* will pay post-judgment interest that accrues on the covered portion of a judgment. But *we* will pay only the amount of interest accruing from the date of the judgment to the date *we* pay; offer to pay; or deposit in court; the covered amount.

## **Right and duty to defend**

We will defend *protected entities* in any *suit*, requesting covered *damages*, except as provided under "Where This Agreement Covers". *We* may investigate and settle, at *our* discretion, any *claim* or *suit*.

## Costs of defense

When *we* control the defense of a *suit* *we* will pay all expenses *we* incur, including attorneys' fees. But *we* will not provide or pay for separate or additional legal counsel for any *protected entity*, even where some portions of a *claim* are not covered, or may not be covered, by this agreement.

In any case, *we* will not pay for legal counsel that any *protected entity* retains without *our* written consent.

*We* have the right to control the defense of any *suit* while *we* are paying any *claims expenses*. If at any time *we* both agree, or if a court orders *you* to take over control of such defense before the applicable *limit of coverage* has been used up, *we* will reimburse *you* for reasonable attorneys' fees for the defense of covered *claims*. But *we* still will not pay more in total than the *limit of coverage* that applies.

As soon as practicable after *we* become aware that *your limit of coverage* will be used up in defense of a *suit* *we* will do the following:

- Notify *you* of any outstanding *claims* or *suits* so that *you* can arrange to take over control of the defense, and
- Assist in the transfer of control for such defense.

While the transfer of control of the defense is taking place, *we* will take steps on *your* behalf that *we* feel are appropriate to avoid default in a *suit*, or to continue the defense of such *suit*. *You* agree that if *we* take such steps, *we* do not give up or waive any of *our* rights. *You* also agree to reimburse *us* for any *claims expense* *we* incur in excess of the *limit of coverage*.

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## DUTIES IN THE EVENT OF ANY POTENTIALLY COVERED LOSS

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If *you* are aware of a possible *error* or *claim*, *you* agree to notify *us* as soon as possible, even if a *claim* has not been made. In addition, *you* must:

1. Notify the police if a law may have been broken;
2. Notify *us* about what happened. *We* must be provided with details surrounding the actual or alleged *error* or circumstance which is the subject of a possible *claim*, the identity of *protected entity(ies)* involved, and the time and place of the actual or alleged incident;
3. Immediately send or deliver to *us* copies of all demands or legal documents if someone makes a *claim* or *suit*;
4. Cooperate with *us* in making any investigation into the *claim* that *we* deem necessary, including answering *our* questions and making available records and individuals with knowledge of the *claim*. Also, *you* and any involved *protected entity* must cooperate with *us* in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses;
5. Not pay out any money or assume any financial obligation without *our* consent.

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## Other Provisions Relating to Defense of Claims or Suits

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### Arbitration

*We* are entitled to exercise all of a *protected entity's* rights in the choice of arbitrators and the conduct of any arbitration proceeding.

### Legal Action Against Us

No one can sue *us* to recover under this *policy* unless there has been full compliance with all the terms and conditions of this *policy*.

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## When This Agreement Covers

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*We* will cover *claims* first made against *you* while this agreement is in effect, if during the *policy period* *you* give *us* written notice of the *claim*. *We* will also cover *claims* first made

against *you* after this agreement ends as provided in the Automatic Extended Reporting Period Section of this agreement.

Further, coverage only applies if no *protected entity* had reason to believe, at the start of the *policy period*, that it was possible that the *claim* would be made. Without limitation, such knowledge will be presumed if: a *protected entity* had received a complaint about an *error* which had caused, or foreseeable could cause, *damages*; a customer stopped paying *you*, threatened to stop paying *you*, or asked for a refund of payments; a person or entity indicated that copies of correspondence, regarding alleged *errors*, were being sent to legal counsel.

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## Where This Agreement Covers

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We will cover *errors* that happen anywhere in the world.

### Indemnification for Non-Admitted Jurisdiction

In jurisdictions outside of the United States of America where we may be prevented by law or otherwise from:

- Paying *damages you* are legally obligated to pay for covered *claims*; or
- Investigating or settling *claims* or *suits* brought against *you* for covered *damages*;

Then the words "We will pay amounts" under "Coverage" are changed to read "We will indemnify *protected entities* for amounts."

If *we* elect not to investigate, settle, or defend *suits* brought against any *protected entity* for covered *claims*, *you*, under *our* supervision, shall make or cause to be made such investigation and defense as may be reasonably necessary and, subject to *our* prior authorization, will effect to the best extent possible a settlement or settlements that *we* agree is proper. *We* will reimburse *you* for the reasonable cost of such investigation, defense, or settlement, in currency of the United States of America, at the rate of exchange prevailing on the date the *claim* is first reported to *us*.

### Our Responsibility Outside The United States of America.

*We* are not an admitted or authorized insurer outside the United States of America. *We* assume no responsibility for furnishing certificates of insurance, or complying in any way with the laws of other countries relating to this insurance.

### Suits Outside The United States of America

If a *suit* is brought outside the United States of America, then this insurance does not apply to the extent that *errors* covered under this agreement are covered by other insurance available to *you*, whether that insurance is primary, excess, or contingent, and whether it is collectible or not.

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## Who Is Insured Under This Agreement

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### Corporation

If *you* are named in the Technology Policy Declarations as a corporation, *you* are a *protected entity*. *Your* executive officers and directors are *protected entities*, but only with respect to their duties as *your* officers or directors. *Your* stockholders are *protected entities*, but only with respect to their liability as *your* stockholders. In addition, if *you* are named in the Technology Policy Declarations as a corporation, any subsidiary, which is a legally incorporated entity, and any partnership or joint venture in which *you* own or have a financial interest of more than 50%, shall be considered a *protected entity* under this *policy*.

### Limited Liability Company

If *you* are named in the Technology Policy Declarations as a limited liability company (LLC), *your* members are also *protected entities*, but only with respect to the conduct of *your* business.

### Individual

If *you* are named in the Technology Policy Declarations as an individual, *you* and *your* spouse are a *protected entity*, but only with respect to the conduct of a business of which *you* are the sole owner.

### Partnership, joint venture, or other organization

If *you* are named in the Technology Policy Declarations as a partnership, joint venture, or other organization, *you* are a *protected entity*. *Your* members, partners or co-ventures are *protected entities* only with respect to the conduct of *your business activities*.

### Other protected entities

*Your* employees, agents, and sub-contractors are *protected entities* but only for work done within the scope of their employment by *you*. We will not cover *claims* or *suits* brought against *your* employees, agents, and sub-contractors by *you* or by other employees, agents, and sub-contractors.

We will protect the following representatives of a *protected entity*

- The estate, legal representative or heirs of a deceased person, or
- The legal representative of a *protected entity* who is legally bankrupt or mentally incompetent;

but only in their capacity as such.

### Automatic Additional Protected Entities

Any person or organization for whom *you* are providing *computer services* in the course of *your business activities*, is a *protected entity*, when *you* and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on *your* policy. Such person or organization is an additional insured only with respect to liability arising out of *your ongoing business activities* for that insured. A person's or organizations status as an additional insured ends when *your business activities* for that additional insured are completed.

### Newly acquired organizations

Any organization that *you* acquire or form while this agreement is in effect is automatically a *protected entity* if *you* own more than 50% of it and the annual revenues of such new entity do not exceed 10% of the *protected entities* estimated revenue at the start of the *policy period*.

Any such newly acquired or formed organization with annual revenue greater than 10% of the *protected entities* estimated revenue at the start of the policy period is also a *protected entity* under this agreement, but for 120 days, or the remainder of the *policy period*, whichever is less, from the date that *you* acquire or form it.

The *retroactive date* that applies to any such newly acquired or formed organization will be the acquisition date or the date the organization was formed.

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## Limits Of Coverage

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Limits of coverage means, the limits shown in the Technology Policy Declarations. The *limits of coverage* are subject to this section, and are the most *we* will pay regardless of the number of:

- *Protected entities*;
- *Claims* made or *suits* brought; or
- Persons or organizations making *claims* or bringing *suits*.

This protection agreement applies:

- To each *protected entity* named in the Technology Policy Declarations as if that person or organization were the only one named there, and
- Separately to each other *protected entity*.

However, the *limits of coverage* shown in the Technology Policy Declarations are shared by all *protected entities*. Also, any right or duty specifically assigned to the *first named insured* remains unchanged.

### Each claim limit

This is the most *we* will pay for all *claims* resulting from a single *error* or from a series of related *errors*, no matter how many *protected entities*, injured parties, or *claims* are involved. This includes all *claims expenses*.

## Aggregate limit

This is the most *we* will pay for all *claims* first made during the *policy period*, or any applicable extended reporting period, including *suits* resulting therefrom. This includes all *claims expenses*.

*We* will treat any *claims* that result from a series of related *errors*, even if they are made during more than one *policy period*, as a single *claim*. The *claim* will be subject to the *limit of coverage* set forth in the agreement in effect at the time of the first *claim* resulting from a series of related *errors*.

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## Deductible

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The deductible is shown in the Technology Policy Declarations. *You* will be responsible for any payments, up to the amount of the deductible, for each *claim*. This includes *claims expenses*. *We* will only apply the deductible once for all *claims* resulting from a single *error* or from a series of related *errors*. *We* will then pay covered *claims* over the deductible amount, up to the *limit of coverage*. At *our* option *we* can pay all or part of the deductible to settle a *claim*. If *we* do, each *protected entity* agrees to repay *us* as soon as *we* notify *you* of the settlement.

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## Automatic Extended Reporting Period

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An automatic Extended Reporting Period will apply only if this *policy* is cancelled or non-renewed by *you* or *us*, for reasons other than misrepresentation or non-payment of premium; or *we* renew or replace this agreement with other claims-made insurance that has a *retroactive date* later than that one shown in the Technology Policy Declarations; and the *first named insured* has not obtained another errors and omissions policy within 60 days of such cancellation or non-renewal.

*We* will provide coverage for *claims* first made within one year after this agreement ends. However, coverage under this Automatic Extended Reporting Period applies only if all of the following conditions are met:

- The *error* occurred during the *policy period*;
- The *protected entity* involved was first aware of a possible *error* during the *policy period*, or within 90 days after it ended;
- Within 90 days after the agreement ends, *you* notify *us*, in writing, of the possible *error*. Such written notice must include the following information:
  1. The actual or alleged *error* or circumstance which is the subject of a possible *claim*;
  2. Identification of the specific services rendered or product(s) failed, which gave rise to (1) above;
  3. The date(s) of such *error* or omission;
  4. The consequential damage which has or may result from such *error* or omission
  5. The identity(ies) of the *protected entities* who may be subject of the claim;
  6. The identity(ies) of the potential claimant(s);
  7. The anticipated location(s) of any such *claim*, and
  8. The circumstances by which *you* first became aware of the potential *claim*.

Coverage provided by the Automatic Extended Reporting Period will be excess over any other insurance available to *you*, whether collectible or not, whose *policy period* begins or continues after this *policy* ends, whether that insurance is primary, excess, or contingent on any basis.

*Claims* made pursuant to this Automatic Extended Reporting Period will be deemed to have been made on the last day of the *policy period* for the purposes of determining the *limits of coverage*.

The Automatic Extended Reporting Period cannot be canceled.

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## Other Conditions

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### Assignment And Transfers

The rights and duties of any *protected entity* under this *policy* may not be assigned or transferred without *our* written consent attached to the *policy*. However, if *you* are a person, and *you* die, *your* rights and duties will be transferred to *your* legal representative, but only while acting within the scope of duties as *your* legal representative. Until *your* legal representative is appointed, anyone having temporary custody of *your* property will have *your* rights and duties concerning that property.

### Our Right To Examine Your Records

*You* agree to let *us* examine and audit *your* financial books and records that relate to this *policy* at any time up to 3 years after this *policy* ends.

### Inspections And Surveys

*We* have the right, but not the obligation, to inspect *your* property and business operations during normal business hours while this *policy* is in force. By conducting such investigation, *we* do not become responsible to advise *you* or to guarantee *you* that *your* property or business operations are safe or healthful or that they conform to any laws, codes, standards or regulations. Any inspections, surveys, reports or recommendations *we* make only relate to our determination of insurability and help *us* decide what premiums to charge. *We* do not make safety inspections or undertake to perform any duty of persons or organizations that provide for the health or safety of workers or the public. This also applies to any organization, which makes insurance inspections, surveys, reports or recommendations for *us*.

### Liberalization

Occasionally *we* make changes in *our* standard policy forms. These changes must conform to state law and are subject to prior approval by insurance supervisory authorities in each state. If *we* make a change while *your* coverage is in force that broadens or extends *your* coverage, and the change can be added to *your* *policy* without increasing the premium, *you* will automatically receive the broadened or extended coverage on the day the change is effective in *your* state.

### Cancellation

The *first named insured* can cancel this *policy* in whole or part at anytime by sending *us* a written request or by returning the *policy* to *us* with instructions specifying the date of cancellation.

*We* can cancel this *policy* in whole or in part at any time. To do so *we* will mail or deliver a Notice of Cancellation to the *first named insured* at least 60 days before coverage will end; but only 10 days before coverage will end if *we* are canceling for nonpayment of premium. *Our* notice will be mailed to the *first named insured's* last mailing address known to *us*, indicating the date coverage is to be canceled. Evidence of mailing such notice will be considered proof *you* were notified on the date of such mailing.

If this *policy* is cancelled, *we* will send the *first named insured* any premium refund due. If *we* cancel, the refund will be pro rata. If the *first named insured* cancels, the refund may be less than pro rata.

### Our Right To Recover Damages From A Third Party

Any *protected entity* under this *policy* for whom *we* make a payment must preserve, and at *our* request transfer to *us*, the right to recover all or part of any *damages* covered by this *policy*, from any other party. After a *claim* is made, each *protected entity* must do all that is possible to preserve any right of recovery available to *us*. If *we* recover more than *we* have paid, plus the amount of *our* recovery expenses, the excess will belong to the *first named insured*.

However, *we* will not exercise *our* right to request transfer to *us*, the right to recover all or part of any *damages* covered by this *policy*, from any other party, where a waiver of such is required by a written contract signed by any *protected entity* and is related to *your* *business activities*; provided such a written contract is executed prior to a *protected entity's* awareness of an *error* or possible *error*, which may give rise to such *damages*.

## Bankruptcy

Bankruptcy or insolvency of any *protected entity* will not relieve *us* of any obligation under this *policy*.

## Fraud And Misrepresentation

This *policy* is void if any *protected entity* misled *us*, hid important information from *us*, or lied to *us* about any matter when applying for this *policy*. If any *protected entity* misleads *us*, hides important information from *us*, or lies to *us* about any matter concerning an *error*, this *policy* will not cover that *error*. However, unintentional errors or omissions will not affect *your* rights under this *policy*.

## Titles And Headings

The titles and headings in this *policy* are included solely as a reference for convenience, and do not affect the scope of coverage.

## Changes

This *policy* constitutes the entire agreement between *us* concerning the insurance provided by *us*. This *policy* can only be changed by a written amendment made a part of the *policy*.

## Choice Of Law And Conformance

This policy shall be interpreted according to the law of the state where this *policy* is issued, which is presumed to be the state shown on the Technology Policy Declarations as the mailing address of the *first named insured*. Any terms of this *policy* that conflict with the law of such state are automatically amended to conform to the law of that state.

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## Other Insurance

If other insurance is available to any *protected entity*, this insurance is excess over any of the other insurance whether primary, excess, contingent, or on any other basis, except that this does not apply to "Suits Outside of The United States of America" in the "Where This Agreement Covers" section.

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## Definitions

Whenever a word or phrase is printed in italics, that word or phrase is defined somewhere in this *policy*.

- "Policy" means this entire package of insurance, bearing a single Policy Number.
- "We," "us," and "our" means the company issuing this *policy*.
- "You" and "your" means the persons, people, organizations, or corporate entities named as insured in the Technology Policy Declarations.
- "Protected entity" means *you* and any other person or legal entity entitled to coverage under this *policy*.

## First Named Insured

"First Named Insured" means the first insured entity shown on the Technology Policy Declarations. Only the *first named insured* has the authority and responsibility, on behalf of itself and all other *protected entities*, to:

- Pay premiums or receive refunds of premiums;
- Cancel the policy or receive Notice of Cancellation;
- Request changes the *policy* including, but not limited to, the addition or deletion of coverage and/or *protected entities*.

All such changes are binding on all other *protected entities*.

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## Additional Definitions

"Advertising" means statements, pictures, or videos disseminated to numerous persons regardless of the media used, for the purpose of seeking customers or increasing sales or business.

"Advertising injury" means *damages* resulting from any of the following offenses that arise from the *advertising* of *your electronic product* or *your software* or *your computer services*:

- Libel or slander;

- Written or spoken material that belittles the products or work of others;
- *Personal Injury*.

"Bodily injury" means any harm to the physical health of others, including sickness and disease. It also includes care, loss of services or death arising at any time from such harm.

"Damages" means compensatory monetary damages. *Damages* do not include (a) restitution or any other demand or remedy for return of monies previously received by any *protected entity* from the claimant, or (b) any profit, remuneration or advantage gained by any *protected entity* to which they were not legally entitled.

"Network Security Violation" means a breach of security, whereby an unauthorized person or entity, gains access to electronic data or other electronic content such as sounds or images, and *damages* result from such data or other electronic content being modified, destroyed, or disclosed. A *network security violation* includes the unauthorized introduction of a computer virus or other malicious code which affects such data or other electronic content and results in *damages*.

"Personal injury" means *damages*, other than *Bodily Injury damages*, resulting from any of the following offenses that arise from *your business activities*:

- Defamation, including but not limited to libel, slander, or injurious falsehood;
- Negligent infliction of emotional distress, including but not limited to mental duress, and every other mental, emotional or psychic harm to a person, which does not result from physical injury to a person.
- Written or spoken material made public, regardless of the media used, which disparages a person or organization, or which violates an individual's right of privacy.
- Malicious prosecution, false arrest, detention, or imprisonment

"Property damage" means physical damage to tangible property of others, including all resulting loss of use of that property; or loss of use of tangible property of others that is not physically damaged.

"Suit" means a civil proceeding in which *damages* are alleged. This includes arbitration proceedings for *damages*.

"Temporary employee" means an employee of the *protected entity* furnished or supplied to a customer or client of the *protected entity*, who works at the customer or clients premises, office, or place of business.

"Your electronic product" means any electronic product, which *you* manufactured, sold, serviced, or distributed. But *we* will not consider *your electronic products* to include electronic products that are still in *your* physical possession. The following additional exclusions apply with respect to *your electronic products*:

- *We* will not cover *claims* for *damages* which result from wear and tear and gradual deterioration of *your electronic products*.
- *We* will not cover *claims* for *damages* which result from any change in electrical power supply, including power interruption, surge, brownout, or blackout.