

SERFF Tracking Number: PERR-125213124 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: #101154 \$50
Company Tracking Number: 07-GL-186-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: 07-GL-186-F
Project Name/Number: 07-GL-186-F/07-GL-186-F

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-GL-186-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions Liability

Filing Type: Form

SERFF Tr Num: PERR-125213124 State: Arkansas

SERFF Status: Closed

Co Tr Num: 07-GL-186-F

Co Status:

Authors: Lance Julian, Addy Angelico

Date Submitted: 11/07/2007

State Tr Num: #101154 \$50

State Status: Fees received

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Disposition Date: 11/18/2007

Disposition Status: Approved

Effective Date Requested (New): 12/10/2007

Effective Date Requested (Renewal): 12/10/2007

Effective Date (New):

Effective Date (Renewal):

General Information

Project Name: 07-GL-186-F

Project Number: 07-GL-186-F

Reference Organization:

Reference Title:

Filing Status Changed: 11/18/2007

State Status Changed: 11/09/2007

Corresponding Filing Tracking Number: 07-GL-186-R

Filing Description:

On behalf of Ace American Insurance Company ("the Company"), we are revising their currently approved Computer & Technology Products and Services Professional Liability program. Please see the enclosed filing memorandum for details.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

The Company respectfully requests that this filing be implemented for all policies on December 10, 2007 or the earliest possible date upon approval/acknowledgement.

<i>SERFF Tracking Number:</i>	<i>PERR-125213124</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ACE American Insurance Company</i>	<i>State Tracking Number:</i>	<i>#101154 \$50</i>
<i>Company Tracking Number:</i>	<i>07-GL-186-F</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1019 Professional Errors & Omissions Liability</i>
<i>Product Name:</i>	<i>07-GL-186-F</i>		
<i>Project Name/Number:</i>	<i>07-GL-186-F/07-GL-186-F</i>		

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Lance Julian, State Filings Project Coordinator doi@perrknight.com
 881 Alma Real Drive ste 205 (888) 201-5123 [Phone]
 Pacific Palisades, CA 90272 (310) 230-8529[FAX]

Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
881 Alma Real Drive	Group Code: 626	Company Type: Property and Casualty

Suite 205		
Pacific Palisades, CA 90272	Group Name:	State ID Number:
(888) 201-5123 ext. 149[Phone]	FEIN Number: 95-2371728	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form filing
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$0.00	11/07/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
101154	\$50.00	09/21/2007

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Product Name: 07-GL-186-F
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/18/2007	11/18/2007

SERFF Tracking Number: PERR-125213124

State: Arkansas

Filing Company: ACE American Insurance Company

State Tracking Number: #101154 \$50

Company Tracking Number: 07-GL-186-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: 07-GL-186-F

Project Name/Number: 07-GL-186-F/07-GL-186-F

Disposition

Disposition Date: 11/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125213124 State: Arkansas
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 Project Name/Number: 07-GL-186-F/07-GL-186-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum, Form Exhibits and Letter of Authority	Approved	Yes
Form	Computer & Technology Products and Services Professional Liability Insurance Policy	Approved	Yes
Form	Computer & Technology Products And Services Professional Liability Insurance Policy - Declarations Page	Approved	Yes
Form	ACE American Insurance Company Computer & Technology Products And Services Professional Liability Renewal Shortform Application	Approved	Yes
Form	Computer and Technology Products and Services Professional Liability New Business Application	Approved	Yes
Form	Computer and Technology Products and Services Professional Liability New Business Application	Approved	Yes
Form	Signatures	Approved	Yes
Form	ACE Producer Compensation - Practices & Policies	Approved	Yes
Form	Trade or Economic Sanctions Endorsement	Approved	Yes
Form	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	Approved	Yes
Form	Telecommunications Endorsement	Approved	Yes
Form	Multiple Insuring Agreement Election Endorsement (Standard)	Approved	Yes
Form	Multiple Insuring Agreement Election Endorsement (Enhanced)	Approved	Yes
Form	Additional Insured (Vicarious Liability)	Approved	Yes
Form	Additional Insured	Approved	Yes

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 Product Name: 07-GL-186-F
 Project Name/Number: 07-GL-186-F/07-GL-186-F

Form	Bodily Injury and Property Damage Exclusion Amended	Approved	Yes
Form	Endorsement Deletion	Approved	Yes
Form	Health Insurance Portability and Accountability Act Exclusion	Approved	Yes
Form	Insurance Agent/Broker Exclusion	Approved	Yes
Form	Medical Malpractice Exclusion	Approved	Yes
Form	Miscellaneous Professional Services	Approved	Yes
Form	Named Insured and Address Endorsement	Approved	Yes
Form	Notice Amended	Approved	Yes
Form	Notice Revised (Five Officers)	Approved	Yes
Form	Recall Exclusion Amended (Loss of Use Carveback)	Approved	Yes
Form	Reliance Upon Other Carrier's Application	Approved	Yes
Form	Retroactive date	Approved	Yes
Form	Specified Matter Exclusion	Approved	Yes
Form	Tie-In Limits (Common Claim)	Approved	Yes
Form	Wrongful Act Amended ("For a Fee" Deleted)	Approved	Yes
Form	Annual Reinstatement of Limits Endorsement	Approved	Yes
Form	Definition of Technology Services Amended, Information Technology Staffing and Placement	Approved	Yes
Form	Management Consultants Endorsement	Approved	Yes
Form	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreements A and B	Approved	Yes
Form	Management Consultants Endorsement	Approved	Yes
Form	Nuclear Exclusion	Approved	Yes
Form	Funds Transfer Exclusion	Approved	Yes
Form	Defense Costs Outside The Limits Of Liability	Approved	Yes
Form	General Change Endorsement	Approved	Yes

SERFF Tracking Number: *PERR-125213124* *State:* *Arkansas*
Filing Company: *ACE American Insurance Company* *State Tracking Number:* *#101154 \$50*
Company Tracking Number: *07-GL-186-F*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1019 Professional Errors & Omissions Liability*

Product Name: *07-GL-186-F*
Project Name/Number: *07-GL-186-F/07-GL-186-F*

Form	Extended Reporting Period Endorsement	Approved	Yes
Form	Policy Territory Clause Amended	Approved	Yes
Form	Service of Suit Endorsement	Approved	Yes
Form	Intellectual Property Violations Sub-Limit of Liability	Approved	Yes
Form	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreement A	Approved	Yes
Form	Arkansas Notice to Policyholders	Approved	Yes
Form	Amendatory Endorsement - Arkansas	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Computer & Technology Products and Services Professional Liability Insurance Policy	PF-21961	04/07	Policy/Coverage Form Replaced	Replaced Form #:0.00 PF-5Y23a Previous Filing #: Not Available		PF-21961.pdf
Approved	Computer & Technology Products And Services Professional Liability Insurance Policy - Declarations Page	PF-22058	04/07	Declaration Replaced s/Schedule	Replaced Form #:0.00 PF-5y83a Previous Filing #: Not Available		PF-22058.pdf
Approved	ACE American Insurance Company Computer & Technology Products And Services Professional Liability Renewal Shortform Application	PF-22829	08/07	Application/ New Binder/Enrollment		0.00	PF-22829.pdf
Approved	Computer and Technology Products and Services Professional	PF-22830	08/07	Application/ Replaced Binder/Enrollment	Replaced Form #:0.00 PF-10136a Previous Filing #: Not Available		PF-22830.pdf

SERFF Tracking Number: PERR-125213124 State: Arkansas
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 Company Tracking Number: 07-GL-186-F
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Product Name: 07-GL-186-F
 Project Name/Number: 07-GL-186-F/07-GL-186-F

Approval	Description	Policy/Contract	Effective Date	Category	Status	Amount	File Name
	Liability New Business Application						
Approved	Computer and Technology Products and Services Professional Liability New Business Application	PF-22435	05/07	Application/New Binder/Enrollment		0.00	PF-22435.pdf
Approved	Signatures	CC-1K11e	02/06	Other	Replaced	Replaced Form #:0.00 CC-1K11D Previous Filing #: Not Available	CC1K11e.pdf
Approved	ACE Producer Compensation - Practices & Policies	ALL-20887	10/06	Other	Replaced	Replaced Form #:0.00 ALL-20887 Previous Filing #: Not Available	ALL20887.pdf
Approved	Trade or Economic Sanctions Endorsement	ALL-21101 (11-06) Ptd. In U.S.A.	11-06	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 ALL-21101 (11-06) Ptd. In U.S.A. Previous Filing #: Not Available	ALL-21101.pdf
Approved	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	01 04	Disclosure/Notice	Replaced	Replaced Form #:0.00 IL P 001 01 04 Previous Filing #: Not Available	ILP001.pdf
Approved	Telecommunications Endorsement	PF-21960	04/07	Endorsement/Amendment/Conditions	New	0.00	PF-21960.pdf
Approved	Multiple Insuring Agreement	PF-21962	04/07	Endorsement/Amendment	New	0.00	PF-21962.pdf

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Product Name: 07-GL-186-F
 Project Name/Number: 07-GL-186-F/07-GL-186-F

	Election Endorsement (Standard)		ent/Condi ons			
Approved	Multiple Insuring Agreement Election Endorsement (Enhanced)	PF-21963	04/07	Endorsement/Amendment/Conditions New	0.00	PF-21963.pdf
Approved	Additional Insured (Vicarious Liability)	PF-21984	05/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PF-8X31c Previous Filing #: Not Available	PF-21984.pdf
Approved	Additional Insured	PF-21985	05/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PF-3X27a Previous Filing #: Not Available	PF-21985.pdf
Approved	Bodily Injury and Property Damage Exclusion Amended	PF-21987	06/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PF-8X23c Previous Filing #: Not Available	PF-21987.pdf
Approved	Endorsement Deletion	PF-21988	05/07	Endorsement/Amendment/Conditions New	0.00	PF-21988.pdf
Approved	Health Insurance Portability and Accountability Act Exclusion	PF-21989	05/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PF-16673 Previous Filing #: Not Available	PF-21989.pdf
Approved	Insurance Agent/Broker Exclusion	PF-21990	05/07	Endorsement/Amendment/Conditions New	0.00	PF-21990.pdf
Approved	Medical Malpractice Exclusion	PF-21991	05/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PF-16673 Previous Filing #: Not Available	PF-21991.pdf
Approved	Miscellaneous	PF-21992	05/07	Endorsement/Amendment/Conditions New	0.00	PF-

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Product Name: 07-GL-186-F
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	Professional Services			nt/Amendment/Conditions			21992.pdf
Approved	Named Insured and Address Endorsement	PF-21993	05/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-1Y17c Previous Filing #: Not Available	PF-21993.pdf
Approved	Notice Amended	PF-21994	05/07	Endorsement/Amendment/Conditions	New	0.00	PF-21994.pdf
Approved	Notice Revised (Five Officers)	PF-21995	05/07	Endorsement/Amendment/Conditions	New	0.00	PF-21995.pdf
Approved	Recall Exclusion Amended (Loss of Use Carveback)	PF-21996	05/07	Endorsement/Amendment/Conditions	New	0.00	PF-21996.pdf
Approved	Reliance Upon Other Carrier's Application	PF-21997	05/07	Endorsement/Amendment/Conditions	New	0.00	PF-21997.pdf
Approved	Retroactive date	PF-21999	05/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-1Y10a Previous Filing #: Not Available	PF-21999.pdf
Approved	Specified Matter Exclusion	PF-22000	05/07	Endorsement/Amendment/Conditions	New	0.00	PF-22000.pdf
Approved	Tie-In Limits (Common Claim)	PF-22001	05/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-18749 Previous Filing #: Not Available	PF-22001.pdf
Approved	Wrongful Act Amended ("For a	PF-22002	05/07	Endorsement/Amendment	New	0.00	PF-22002.pdf

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Product Name: 07-GL-186-F
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Fee" Deleted)	ent/Condi ons
Approved Annual PF-22003 05/07 Reinstatement of Limits Endorsement	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22003.pdf
Approved Definition of PF-22432 05/07 Technology Services Amended, Information Technology Staffing and Placement	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22432.pdf
Approved Management PF-22433 06/07 Consultants Endorsement	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22433.pdf
Approved Intellectual PF-22461 06/07 Property Violations Sub-Limit of Liability, Insuring Agreements A and B	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22461.pdf
Approved Management PF-22463 06/07 Consultants Endorsement	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22463.pdf
Approved Nuclear PF-22465 06/07 Exclusion	Endorseme Replaced Replaced Form #:0.00 PF-7W34a PF-22465.pdf Previous Filing #: Not Available
Approved Funds Transfer PF-22467 06/07 Exclusion	Endorseme New nt/Amendm ent/Condi ons 0.00 PF-22467.pdf

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<i>Product Name:</i>	<i>07-GL-186-F</i>					
<i>Project Name/Number:</i>	<i>07-GL-186-F/07-GL-186-F</i>					
Approved	Defense Costs Outside The Limits Of Liability	PF-22470 06/07	Endorsement/Amendment/Conditions	New	0.00	PF-22470.pdf
Approved	General Change Endorsement	PF-22494 07/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-1Y17c Previous Filing #: Not Available	PF-22494.pdf
Approved	Extended Reporting Period Endorsement	PF-22502 07/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-1Y12a Previous Filing #: Not Available	PF-22502.pdf
Approved	Policy Territory Clause Amended	PF-22519 08/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-WWEND Previous Filing #: Not Available	PF-22519.pdf
Approved	Service of Suit Endorsement	XS-1U96d 02/2006	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 XS-1U96c Previous Filing #: Not Available	XS-1U96D.pdf
Approved	Intellectual Property Violations Sub-Limit of Liability	PF-22460 06/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PF-8X22b Previous Filing #: Not Available	PF-22460.pdf
Approved	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreement A	PF-22462 06/07	Endorsement/Amendment/Conditions	New	0.00	PF-22462.pdf
Approved	Arkansas Notice to Policyholders	ALL2Y31a02-06	Disclosure/	New Notice	0.00	Arkansas - ALL2Y31a.pdf
Approved	Amendatory Endorsement - Arkansas	PF-21968 03/07	Endorsement/Amendment/Conditions	New	0.00	PF-21968.pdf



COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

IMPORTANT NOTICE

PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.

Throughout this policy the words “**You**” and “**Your**” refer to the Named Insured indicated by Item 1 of the Declarations. The words “**We**”, “**Us**” and “**Our**” refer to the Company providing the insurance. Other words and phrases that appear in bold print have special meaning. Refer to SECTION 1 -- DEFINITIONS.

THIS POLICY IS WRITTEN ON A “**CLAIMS-MADE-AND-REPORTED**” BASIS AND PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE **CLAIMS** FIRST MADE AGAINST AN **INSURED** AND REPORTED TO **US** WHILE THIS POLICY IS IN FORCE AND WHICH ARE THE RESULT OF **WRONGFUL ACTS** OCCURRING ON OR AFTER THE **RETROACTIVE DATE** AND PRIOR TO THE END OF THE **POLICY PERIOD** STATED IN THE DECLARATIONS. THIS POLICY INCLUDES COSTS OF DEFENSE WITHIN THE LIMITS OF LIABILITY. THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS, AWARDS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR **DEFENSE COSTS** DEFINED IN THE POLICY.

In consideration of the payment of the premium and any **Deductible** amount due on this policy, in reliance upon the information and statements contained in the **Application** for insurance, and subject to all of the terms and conditions of this policy, including, without limitation, the Limits of Liability and Exclusions, **We** agree to provide **You** with the insurance coverage described herein. In return, **You** agree to pay the premium and any **Deductible** payable and each **Insured** agrees: (1) to perform each duty the **Insured** has under this policy; and (2) that this policy contains all agreements relating to this insurance.

SECTION 1 - DEFINITIONS

- A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such **Applications**, attachments, information and materials are deemed attached to and incorporated into this policy.
- B. **Claim** means:
1. any written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
 2. a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
 3. an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;
 4. a **Suit**,
- including any appeal therefrom.
- C. **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.
- D. **Computer & Technology Products and Services** means **Technology Products** and/or **Technology Services**.
- E. **Coverage Period** means the period of time beginning with the applicable **Retroactive Date** for the **Insured**, as stated in Item 2B of the Declarations or an endorsement to this policy, and ending with the expiration of the **Policy Period**.

- F. **Damages** means a monetary judgment, award or settlement. **Damages** does not include: (1) civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; (2) punitive, exemplary or multiple damages, including double or treble damages or any damages in excess of actual **Damages**; (3) taxes; (4) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; (4) penalties of any nature, however denominated, arising by contract; (5) the restitution of consideration or expense paid to an **Insured** for **Computer & Technology Products And Services** rendered or which should have been rendered, or re-performance of services by the **Insured** or under the **Insured's** supervision; (6) disputed fees, or any actual or alleged personal profit or advantage to which an **Insured** was not legally entitled; (7) judgments or awards arising from acts or omissions deemed uninsurable by law; and (8) any amounts other than those intended solely to compensate for a loss caused by a **Wrongful Act**.
- G. **Deductible** means the "Each '**Wrongful Act**' **Deductible**" amount, if any, specified in Item 6 of the Declarations.
- H. **Defense Costs** means the reasonable and necessary costs to investigate, defend or appeal a **Claim** or **Suit** incurred by **Us** or by an **Insured** at **Our** request and with **Our** prior written consent. It includes attorneys' fees, expert fees and all other costs and expenses related to the investigation, settlement, defense or appeal of a **Claim** or **Suit**, including those payments set forth in SECTION 4 - OTHER PAYMENTS, subsection 1, but it does not include the wages or salaries of **Your** employees or officers, except as provided in SECTION 4 - OTHER PAYMENTS, subsection 1.
- I. **Extended Reporting Period** refers to either Basic **Extended Reporting Period** and/or Supplemental **Extended Reporting Period** referred to in SECTION 7 - **EXTENDED REPORTING PERIODS**.
- J. **Insured** means:
1. Named Insured ("**You**") or any other person or organization first specified in Item 1A of the Declarations or endorsed to this policy; or
 2. **Subsidiaries** of the Named Insured, but only if they are listed on the **Application** for this policy, and only with respect to **Wrongful Acts** which occur while they are a **Subsidiary**;
 3. any present, past or future owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives of a limited liability company, stockholder, trustee or employee, including part-time, seasonal and temporary employees, of the Named Insured, but only with respect to the commission of a **Wrongful Act** committed while providing **Computer & Technology Products and Services** on behalf of the Named Insured.
 4. any estate, heirs, executors, administrators or legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only for the **Wrongful Acts** of such **Insured** and only to the extent that such **Insured** would otherwise be provided coverage under the policy.
 5. any independent contractor of the Named Insured who is a natural persons and who is engaged by or on behalf of the Named Insured or a **Subsidiary** pursuant to a written contract, but only with respect to the commission of a **Wrongful Act** within the scope of such person's duties performed on behalf of the Named Insured and only to the extent that such person is acting under the direction and control of the Named Insured or a **Subsidiary**.
- K. **Insurer** (as do the terms "**We**", "**Us**" and "**Our**") means the insurance company providing this insurance.
- L. **Internet** means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.
- M. **Interrelated Wrongful Acts** means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of continuous or repeated acts, events, situations, or transactions.
- N. **Personal Injury** means injury, other than bodily injury, including mental or emotional distress or humiliation, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment, or malicious prosecution;
2. the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
3. wrongful entry or eviction, or other invasion of the right of private occupancy.

Personal Injury does not include injury arising out of one or more of the following offenses:

1. harassment;
2. discrimination because of age, color, race, sex, sexual preference, creed, national origin, ancestry, physical or mental handicap, marital status or pregnancy.

O. **Policy Period** means the period of time between the inception date shown in the Declarations of this policy under Item 2A, and the date this policy expires or is canceled; provided, in the case of a particular **Insured**, **Policy Period** means the period of time between the inception of coverage under this policy with respect to that **Insured** and the date this policy expires, is canceled or otherwise terminates with respect to that **Insured**. **Policy Period** does not include any **Extended Reporting Period** or any policy period of which this is a renewal or which may succeed this policy in time.

P. **Retroactive Date** means the date specified in item 2B of the Declarations.

Q. **Subsidiary** means any entity that is not formed as a partnership or joint venture of which the **Named Insured** owns or has the right to vote more than 50% of the outstanding voting securities representing the present right to vote for election of directors, or the managers or members of the board of managers or equivalent executives of a limited liability company, on or before the inception date of the policy, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.

R. **Suit** means a civil legal proceeding, including arbitration, brought against an **Insured** seeking **Damages**. It does not include criminal legal proceedings, legal or administrative proceedings seeking equitable relief (including, without limitation, injunctions or specific performance), or legal proceedings brought by a governmental or regulatory entity including, without limitation, those seeking fines, penalties, taxes or suspension or revocation of license, registration, membership or other operating authority.

S. **Technology Products** means computer, telecommunications or hardware, software, measurement, middleware, network servers, storage and peripherals, tools or related electronic equipment, devices, instruments, integrated circuits, circuit boards, computer chips, central processor units, memory chips and motherboards including the design, development, manufacturing, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.

T. **Technology Services** means:

1. information technology project management and consulting, and information systems or network analysis, design, programming or integration;
2. database design and the caching, collecting, compiling, processing, mining, or recording or analysis of data;
3. information system outsourcing;
4. information technology training and education;
5. **Website** design, programming or maintenance;
6. information system or **Website** hosting;
7. computer or telecommunications network design, maintenance, analysis, security; and
8. computer or telecommunications hardware installation or repair.

U. **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

V. **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.

W. **Wrongful Act** means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, **Personal Injury** or other negligent act done or attempted by an **Insured**, or by any person for whose acts the **Insured** is legally responsible, in the provision of:

- a. **Technology Services** to others for a fee, or
- b. **Technology Products**, but only in conjunction with the **Insured's** provision of **Technology Services** to others for a fee.

SECTION 2 - COVERAGE AGREEMENT

We will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible, but only if the **Wrongful Act**:

1. first occurs during the **Coverage Period**; and
2. results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period**, or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

SECTION 3 - INVESTIGATION, SETTLEMENT AND DEFENSE

We have the right and duty to defend, as part of the applicable Limits of Liability hereunder, any **Suit** brought against an **Insured** because of a **Wrongful Act** to which this policy applies and which seeks **Damages** which are payable under the terms of this policy, even if any of the allegations of the **Suit** are groundless, false, or fraudulent. **We** will choose the lawyer to defend any such **Suit**. If an arbitration proceeding is brought with respect to a **Suit**, **We** will exercise all of the **Insured's** rights in the choice of arbitrators and the conduct of the proceedings. **We** will investigate any **Claim** as **We** feel appropriate. **We** will not settle any **Claim** without the Named Insured's consent. If **We** recommend a settlement to the Named Insured which is acceptable to the claimant and the Named Insured does not agree, **Our** Limit of Liability shall not exceed the total of the amount for which the **Claim** could have been settled plus the amount of **Defense Costs** up to the time **We** made the recommendation.

Our duty to defend any **Claim** or to pay **Damage** and **Defense Costs** relating thereto, ends after **We** have paid **Our** applicable Limit of Liability as set forth in SECTION 5 of this policy. If the applicable Limit of Liability is exhausted prior to the final resolution of any pending **Suit** against the **Insured**, **We** shall have the right to withdraw from any further defense thereof by tendering control of the defense of said **Suit** to the Named Insured.

SECTION 4 - OTHER PAYMENTS

1. With respect to such insurance as is afforded by this policy, **We** will pay, as part of the applicable Limits of Liability under SECTION 5 of this policy, the following:
 - a. all reasonable and related costs taxed against the **Insured** in any **Suit** defended by **Us** and all interest required to be paid on the entire amount of any judgment therein which does not exceed the applicable Limits of Liability hereunder and which accrue after judgment is entered in said **Suit** and before **We** have paid or deposited in court such part of such judgment as does not exceed the applicable Limits of Liability hereunder;
 - b. premiums on bonds to release attachments in any such **Suit** but **We** shall have no obligation to apply for or furnish or provide collateral for any such bonds;
 - c. premiums on appeals bonds in any such **Suit** which may be required, in **Our** sole judgment, but **We** shall have no obligation to apply for or furnish or provide collateral for any such bonds; and
 - d. reasonable expenses, including up to \$250 per day, \$5,000 per **Claim** for **Your** loss of earnings or wages, or the loss of earnings or wages of **Your** employees or officers, incurred by **You** or **Your** employees at **Our** request in assisting **Us** in the investigation or defense of any **Claim** or **Suit**.

2. With respect to such insurance as is afforded by this policy, **We** will pay, in addition to the applicable Limits of Liability set forth in SECTION 5 of this policy, all costs and expenses incurred by **Us** other than **Defense Costs** or the expenses set forth in SECTION 4 - OTHER PAYMENTS, subsection 1.

SECTION 5 - LIMITATIONS ON **OUR** LIABILITY AND **DEDUCTIBLE**

A. Limits of Liability

Regardless of the number of **Insureds** under this policy, the number of **Wrongful Acts**, the number of claimants or **Claims** presented to **Us** or **Suits** brought, or the amount of **Defense Costs** incurred, the most **We** will pay under this policy is as follows:

1. **Each Wrongful Act Limit**

The limit of liability specified in the Declarations as “Each **Wrongful Act**” is the limit of liability for all **Damages** and **Defense Costs** arising out of, or in connection with, the same or **Interrelated Wrongful Acts**.

2. **Policy Aggregate Limit**

Subject to provision 1 directly above, the limit of liability shown in the Declarations as “Policy Aggregate” is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**.

B. **Damages** and **Defense Costs** Included in Limits of Liability

All amounts paid with respect to a **Wrongful Act**, including amounts paid as **Damages** and amounts paid as **Defense Costs**, are subject to the applicable Limits of Liability. All **Defense Costs** with respect to a **Claim** or **Suit** shall be paid and deducted from the applicable Limits of Liability, and the difference between such Limits of Liability and the **Defense Costs**, if any, shall be the amount available to pay **Damages** incurred in connection with such **Claim** or **Suit**.

C. **Deductible**

The Limit of Liability stated in the Declarations as applying to “Each **Wrongful Act**” is in excess of the “Each **Wrongful Act Deductible**” amount, if any, stated in Item 6 of the Declarations. **You** shall pay all **Damages** and **Defense Costs**, up to the amount of the **Deductible**, with respect to **Claims** arising out of each **Wrongful Act** or **Interrelated Wrongful Acts**. The **Deductible** amount shall first be applied to the payment of **Defense Costs**. If **We** so request, **You** shall make direct payment within the **Deductible** amount to appropriate other parties. **We** will only be liable for and will only pay **Damages** and **Defense Costs** with respect to each **Wrongful Act** which exceeds the **Deductible**.

D. **Interrelated Wrongful Acts**

All **Claims** for **Damages** and related **Defense Costs** which arise out of a single **Wrongful Act**, together with any **Interrelated Wrongful Acts**, will be considered to have arisen out of a single **Wrongful Act** and such **Claims** will be subject to the Each **Wrongful Act** Limit of Liability and **Deductible** as set forth in the Declarations. Such **Wrongful Act**, together with any **Interrelated Wrongful Acts**, will be deemed to have occurred on the date on which the earliest of such **Wrongful Acts** commences. If a **Wrongful Act** commences, or **Interrelated Wrongful Acts** commence, prior to the applicable **Retroactive Date**, there shall be no coverage under this policy for the **Insured** for any of such **Wrongful Acts** or **Interrelated Wrongful Acts**, even if some of those **Wrongful Acts** or **Interrelated Wrongful Acts** occur after the **Retroactive Date** and before the end of the **Policy Period**.

SECTION 6 - EXCLUSIONS

The **Insurer** shall not be liable for **Damages** or **Defense Costs** on account of, and the insurance afforded by this policy shall not apply to, any **Claim**:

- A. alleging, based upon, arising out of, or attributable to:

1. bodily injury to or sickness, disease, mental illness or death of any person;
 2. physical damage to, loss or destruction of, or loss of use of tangible property;
- B. alleging, based upon, arising out of, or attributable to:
1. the validity, invalidity, infringement, violation or misappropriation of any patent, copyright, domain name, trademark, trade name, trade dress, **Trade Secret**, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party;
 2. any actual or alleged breach of any confidentiality agreement;
- C. alleging, based upon, arising out of, or attributable to fraud or dishonesty, or criminal or malicious **Wrongful Acts**; provided, however, this exclusion shall not apply to **Defense Costs** or the **Insurer's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Insurer** for any **Defense Costs** paid by the **Insurer**;
- D. brought or maintained by, on behalf of, or in the right of any **Insured**, or any person or entity for whom or which an **Insured** is legally responsible;
- E. alleging, based upon, arising out of, or attributable to any liability an **Insured** assumes under any contract or agreement, whether written or oral; but this does not apply to liability the **Insured** would have even in the absence of such contract or agreement;
- F. alleging, based upon, arising out of, or attributable to the performance or failure to perform services for any person or entity;
1. which is owned or controlled by an **Insured**; or
 2. which owns or controls any **Insured**; or
 3. which is affiliated with an **Insured** through any common ownership or control; or
 4. in which any **Insured** is a director, officer, partner or principal stockholder;
- G. alleging, based upon, arising out of, or attributable to any violation of the Securities Act of 1933 as amended; the Securities Exchange Act of 1934 as amended; the Investment Company Act of 1940; the Investment Advisors Act; the Employee Retirement Income Security Act of 1974 as amended; any State Blue Sky Securities Law, or any similar federal, state or foreign law, or any regulation or order issued pursuant thereto;
- H. alleging, based upon, arising out of, or attributable to the insolvency or bankruptcy of any **Insured**;
- I. alleging, based upon, arising out of, or attributable to pollution, however caused. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water. **We** shall have no duty to defend any **Suit** arising out of or in any way related to pollution;
- J. alleging, based upon, arising out of, or attributable to asbestos or asbestos-containing materials;
- K. alleging, based upon, arising out of, or attributable to any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement or remove the **Insured's** products, including products which incorporate the **Insured's** products or services, from the marketplace;
- L. alleging, based upon, arising out of, or attributable to any guarantee of or the exceeding of cost estimates or estimates of probable cost;
- M. alleging, based upon, arising out of, or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, **Internet**, cable, satellite, telecommunications or other infrastructure; provided

however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, **Internet**, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act**;

- N. alleging, based upon, arising out of, or attributable to wear, tear or gradual deterioration of any product or component part sold by an **Insured** or on an **Insured's** behalf;
- O. alleging, based upon, arising out of, or attributable to:
 - 1. the violation of any antitrust statute or law;
 - 2. restraint of trade;
 - 3. unfair or deceptive business practices; or
 - 4. unfair competition;
- P. alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the **Insured**, any **Subsidiary**, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal, state or foreign anti-spam statutes, and/or any other federal, state or foreign statute, law or regulation relating to a person's or entity's right of seclusion;
- Q. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- R. alleging, based upon, arising out of, or attributable to an Insured's advice concerning and/or relating to, and/or selection of, an investment manager, investment advisor and/or custodial firm;
- S. alleging, based upon, arising out of, or attributable to the failure of any real or personal property or investment to achieve a desired rate of return;
- T. alleging, based upon, arising out of, or attributable to the failure of any property to achieve or maintain an estimated, projected or warranted value;
- U. alleging, based upon, arising out of, or attributable to:
 - 1. any prior or pending litigation, **Claims**, demands, arbitration, administrative or regulatory proceeding or investigation filed or commenced on or before the inception date of this policy or any other policy of which this is a renewal, replacement or succeeds in time, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
 - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged therein would constitute **Interrelated Wrongful Acts**;
- V. alleging, based upon, arising out of, or attributable to:
 - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy before the effective date of this policy; or
 - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- W. alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the **Policy Period** if, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Insurer** of which this policy is a continuous renewal or a replacement, the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to a **Claim**;
- X. alleging, based upon, arising out of, or attributable to any actual or alleged breach or violation of any oral, written, express, implied or constructive contract or agreement between any **Insured** and any staffing agency(ies) or employment agency(ies), provided however that this exclusion shall not apply to any **Claims** alleging, based upon, arising out of, or attributable to any **Wrongful Act** done or attempted by any **Insured** in the provision of **Computer & Technology Products and Services** to any staffing agency(ies)

or employment agency(ies);

- Y. brought by any person or entity alleging, based upon, arising out of, or attributable to any **Wrongful Act** in the event such **Wrongful Act** does not involve the provision of **Computer & Technology Products and Services** to such person or entity.

SECTION 7 - EXTENDED REPORTING PERIODS

Extended Reporting Periods provide additional time in which to report **Claims** that arise from **Wrongful Acts** which occur subsequent to the **Retroactive Date** as shown in Item 2B of the Declarations, but prior to the effective date of cancellation or nonrenewal of the policy . They do not extend the **Policy Period** or change the scope of coverage provided by the policy. Once in effect, **Extended Reporting Periods** may not be canceled. The **Extended Reporting Periods** shall be part of and not in addition to the Limits of Liability for the immediately preceding **Policy Period**. The **Extended Reporting Periods** shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and the **Extended Reporting Periods**, combined.

A. Basic **Extended Reporting Period**

If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), a Basic **Extended Reporting Period** is automatically provided without additional charge. This automatic extension will cover **Claims** first made against the **Insured** and reported to **Us** during the 60 day period immediately following the effective date of nonrenewal or cancellation, arising from **Wrongful Acts** that took place on or after the **Retroactive Date** and prior to the effective date of such nonrenewal or cancellation.

The Basic **Extended Reporting Period** does not apply to **Claims** that are covered under any other insurance the **Insured** purchases to apply subsequent to the effective date of nonrenewal or cancellation or to **Claims** that would be covered but for the exhaustion of any subsequently purchased insurance applicable to such **Claims**.

B. Supplemental **Extended Reporting Period**

If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), **You** have the right to purchase a Supplemental **Extended Reporting Period**. The options for a Supplemental **Extended Reporting Period** and their respective premiums are specified in this subsection B. below. This supplemental period starts when the Basic **Extended Reporting Period** ends, and covers **Claims** first made against the **Insured** and reported to **Us** during the **Supplemental Reporting Period** arising from **Wrongful Acts** that took place on or after the **Retroactive Date** and prior to the effective date of such nonrenewal or cancellation. **We** will provide **You** with Supplemental **Extended Reporting Period** coverage and issue **You** a Supplemental **Extended Reporting Period** Endorsement:

- (i) if **You** nonrenew or cancel this policy and **You** write to **Us** within 60 days of the effective date of nonrenewal or cancellation telling **Us** that **You** want to purchase Supplemental **Extended Reporting Period** coverage; or
- (ii) if **We** nonrenew or cancel this policy and **You** write to **Us** within 60 days of the effective date of nonrenewal or cancellation telling **Us** that **You** want to purchase Supplemental **Extended Reporting Period** coverage.

You must pay the required premium for the Supplemental **Extended Reporting Period** coverage to **Us** promptly when due.

You may purchase one of the following Supplemental **Extended Reporting Periods**:

1. For 100% of the premium charged for this policy, a 1 year **Supplemental Extended Reporting Period**;
2. For 220% of the premium charged for this policy, a 3 year **Supplemental Extended Reporting Period**;
3. For 250% of the premium charged for this policy, a 5 year **Supplemental Extended Reporting Period**.

SECTION 8 - GENERAL CONDITIONS

A. Policy Period

This policy will begin at 12:01 A.M. on the effective date shown in Item 2.A. of the Declarations. The policy will continue to apply until 12:01 A.M. on the expiration date also shown in Item 2.A. of the Declarations unless **We** agree to extend it, subject to prior termination pursuant to Section 8 - GENERAL CONDITIONS, subsection N. Cancellation.

B. Policy Territory

This policy applies to injury arising out of or resulting from **Wrongful Acts** anywhere in the world. Any **Claim** must be brought within the United States of America, its territories or possessions, Puerto Rico or Canada.

C. Insureds' Duties

If there is a **Claim**, the **Insured** must:

1. Notify **Us** in writing as soon as possible during the **Policy Period**, or any applicable **Extended Reporting Period**.
2. Specify the names and addresses of the claimant(s) and/or any potential claimant(s), and witnesses.
3. Provide **Us** with the information on the time, place and nature of the event that led to the **Claim**.
4. Immediately forward to **Us** all documents which the **Insured** receives in connection with the **Claim**.
5. Fully cooperate with **Us** or **Our** designee in the investigation, settlement, conduct of **Suits** or other proceedings, and the enforcing of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall, as **We** at our discretion may require, attend hearings and trials, and assist in securing and giving evidence and obtaining the attendance of witnesses.
6. Not, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense at the time of the **Wrongful Act**.

If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this policy, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Supplemental **Extended Reporting Period** of:

1. the identity of the potential claimants;
2. a description of the anticipated **Wrongful Act** allegations;
3. the identity of the **Insureds** allegedly involved;
4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
5. the consequences which have resulted or may result; and
6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

D. Other Insurance

If there is other valid and collectible insurance which is applicable to a **Claim**, this policy is excess above such other insurance unless such insurance is stated to apply as excess above this policy.

E. Rights Of Recovery

If **We** make any payment, **We** may be entitled to recover what **We** paid from other parties. Any person to or for whom **We** make payment must transfer to **Us** their rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

F. Legal Action Limitation

No action may be brought against **Us** concerning this policy unless:

1. The **Insured** has fully complied with all the provisions of this policy; and

2. The amount of the **Insured's** obligation to pay has been decided by judgment against the **Insured** after actual trial or by written agreement between the **Insured, Us,** and the claimant. Any person, organization or their legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization has a right under this policy to include **Us** in any action against the **Insured** to determine the **Insured's** liability, nor will **We** be brought into such action by the **Insured** or the **Insured's** representative.

G. Changes

No provision of this policy can be waived, changed, or modified except by written endorsement issued by **Us** to form a part of this policy. Notice to any of **Our** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. Such notice will not prevent **Us** from asserting **Our** rights under the provisions of this policy.

H. Transfer Of Interest

You must first obtain **Our** written consent to transfer or assign **Your** rights under this policy. If **You** die the policy will continue for the remaining part of the **Policy Period**; first for the benefit of **Your** legal representative while acting within his or her duties as such, and second for the benefit of anyone having proper temporary custody of **Your** property until a legal representative is appointed.

I. Representations

By accepting this policy, the **Insureds** agree:

1. The statements and information contained in the **Application** are true and complete.
2. **We** have issued this policy in reliance upon such representations.
3. This policy is null and void in its entirety, if any material fact or circumstance in the **Application** or related to this insurance is intentionally misrepresented or concealed, whether before or after a **Claim** is made against any **Insured**.

J. Bankruptcy

Bankruptcy or insolvency of any **Insured** or any **Insured's** estate will not relieve **Us** of **Our** obligations under this policy.

K. Multiple Insureds

More than one person or organization may be shown under Item 1 of the Declarations, or included as an **Insured** under other provisions of this policy. The inclusion of multiple **Insureds** under this policy will not affect the rights of any such persons or organizations to be protected by this policy. However, the inclusion of multiple **Insureds** under this policy will not increase **our** liability beyond the Limits of Liability set forth in SECTION 5 - LIMITATIONS ON **OUR** LIABILITY AND **DEDUCTIBLE**, of this policy.

By accepting this policy, the **Insureds** agree that the first Named Insured as indicated in Item 1 of the Declarations, is authorized to act on behalf of all **Insureds** with respect to:

1. giving and receiving notices of cancellation or nonrenewal;
2. accepting any endorsement issued to be a part of this policy;
3. paying premiums and **Deductibles**
4. receiving any return premium which may become due;
5. giving notices to **Insureds** that they have been added to or deleted from this policy;
6. requesting **Extended Reporting Period** endorsements; and
7. keeping **Us** informed of any changes in the organization of the Named Insured.

L. Merger

If, during the **Policy Period**, **You** shall be acquired or merged, consolidated or otherwise combined with another firm, partnership, association, corporation, or any other entity, immediate written notice of that fact must be given to **Us**. There shall be no coverage under this policy with respect to any **Wrongful Acts** committed by any **Insured** subsequent to the date of said acquisition, merger, consolidation or other combination unless this policy is endorsed by **Us** to provide such coverage.

M. Nonrenewal

If **We** decide not to renew this policy, 30 days advance written notice shall be mailed or delivered to **You** at the address shown in the policy. This provision shall not apply in the event of nonpayment of premium, or if **You** have requested or agreed to non-renewal, or have accepted replacement coverage. If notice is mailed, proof of mailing will be sufficient proof of notice.

N. Cancellation

You may cancel this policy at any time. **You** can return the policy to **Us** or any of **Our** authorized agents, or **You** can mail a written notice to **Us** telling when **You** want the cancellation to be effective. **We** must receive the policy or written notice before the cancellation date. Delivery of a written notice is the same as mailing. If **You** cancel the policy, **We** are entitled to an earned premium computed according to **Our** rules and rating plans which apply at the time of cancellation.

We can cancel this policy by delivering or mailing a written notice to **You**. **We** will give **You** this notice at least 30 days before the effective date of cancellation, provided, if **You** fail to pay premium when due or to reimburse **Us** for payment of any portion of a **Deductible** payable by **You**, **We** may cancel this policy at any time by sending to the Named Insured on the Declarations, written notice at least 10 days prior to the date cancellation is to be effective. The date and hour of cancellation will be shown in the notice. In case of cancellation by **Us**, **We** will refund any unearned premium on a pro-rata basis, subject to a "Minimum Earned Premium".

We will make the premium adjustment with **You** at the time that cancellation is effective, or as soon as possible after that time. This premium adjustment is, however, not a condition of cancellation.

Notice of cancellation will only be sent to the Named Insured shown on the policy Declaration and will serve as notice to all **Insureds**.

Item 5. Notice to **Insurer**:

A. Notice of **Claim** or **Wrongful Act**:

Director of Claims
ACE Westchester Specialty Group
500 Colonial Center Parkway, Suite 200
Roswell, GA 30076
Fax 678 795 4081

B. All other notices:

Professional Risk Division
ACE Westchester Specialty Group
500 Colonial Center Parkway, Suite 200
Roswell, GA 30076
Phone 678 795 4000

Item 6. Each **Wrongful Act Deductible** : \$

Item 7. Endorsements attached to and forming a part of the **Policy** at time of issuance

Item 8. Supplemental **Extended Reporting Period**:

- 1 Year: 100% of the **Policy** Premium set forth in Item 4 above;
- 3 Year: 220% of the **Policy** Premium set forth in Item 4 above;
- 5 Year: 250% of the **Policy** Premium set forth in Item 4 above;

IN WITNESS WHEREOF, the **Insurer** has caused this **Policy** to be signed by a duly authorized representative of the **Insurer**.

DATE: _____

Authorized Representative

**ACE AMERICAN INSURANCE COMPANY
COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY
RENEWAL SHORTFORM APPLICATION**

1. Insured's Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____ Year Established _____

Phone/Fax #: _____ Web &/or Email Address _____

a. Has the applicant changed its name? Yes No **If yes, please provide an explanation and previous name used by the applicant.** _____

b. Has the applicant acquired or been acquired by another company Yes No? If yes, please provide the names and whether or not the companies are in the same field of business _____

2. Applicant's gross revenue (domestic only) Applicant's foreign revenue if any
 Future 12 months (projected) \$ _____ Future 12 months (projected) _____
 Previous 12 months \$ _____ Previous 12 months \$ _____

3. Limits desired: No change (each wrongful act/aggregate): \$___000,000/\$___000,000

4. Deductible desired: No change Change to: \$2,500 Other \$ _____
 (A deductible of \$25,000 or greater requires a recent financial statement. Please attach to this document)

5. Please provide a comprehensive description of the professional services performed by the Applicant for which coverage is desired, if different from expiring: _____

6. Has there been a change in the percentages of your annual revenue from the prior year Yes No
 If yes, please indicate below:

- | | |
|--|---|
| <p>_____ % Temporary IT Staffing/Recruiting</p> <p>_____ % Database Design/Management/Admin</p> <p>_____ % System Design</p> <p>_____ % System Administration</p> <p>_____ % Network Design</p> <p>_____ % Network Management/Admin</p> <p>_____ % Software Installation & Maintenance</p> <p>_____ % Hardware Only Installation & Maintenance</p> <p>_____ % Computer Hardware Re-sales</p> <p>_____ % Off-the-shelf Software Re-sales</p> <p>_____ % Computer Security/Anti-Virus Services</p> <p>_____ % EDI Application Development</p> <p>_____ % Technical Writing</p> <p>_____ % Manufacturing Software (Robotics, PLC, CAM)</p> <p>_____ % Backup Services/Data Restoration</p> <p>_____ % Disaster Recovery Planning</p> <p>_____ % Disaster Recovery Implementation</p> <p>_____ % Other</p> | <p>_____ % Business Application Software Development</p> <p>_____ % Office Automation</p> <p>_____ % Computer Training and Education</p> <p>_____ % ISP/Wi-fi Access Provider</p> <p>_____ % ERP Implementation/Maintenance</p> <p>_____ % Accounting/Financial/Payroll (no funds transfer)</p> <p>_____ % Financial Transaction Software
(Funds transfer/Equity Trading)</p> <p>_____ % Application Service Provider</p> <p>_____ % Web Hosting</p> <p>_____ % Static Web Design, Development/Graphic Design</p> <p>_____ % E-Tail Web Design/E-Commerce</p> <p>_____ % Telecom Application Development and VOIP</p> <p>_____ % CAD (Structural)</p> <p>_____ % CAD (Non-Structural)</p> <p>_____ % Medical Management/Medical Billing</p> <p>_____ % Medical Diagnostic Software/Hardware
(No B.I. offered)</p> |
|--|---|

7. Describe typical customer/end user industries being served: _____

**ACE AMERICAN INSURANCE COMPANY
COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY
RENEWAL SHORTFORM APPLICATION**

8. Is any person proposed for coverage aware of any fact or circumstance or any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission or other negligent act he/she has reason to suppose might give rise to a future claim that would fall within the scope of the coverage applied for?
 Yes No

If yes, please explain in detail on a separate piece of paper.

FRAUD WARNING STATEMENTS

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NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**ACE AMERICAN INSURANCE COMPANY
COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY
RENEWAL SHORTFORM APPLICATION**

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NOTICE TO ALL APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

The undersigned authorized representative of the Applicant, based upon reasonable inquiry, warrants to the best of its knowledge that the statements set forth herein are true and include all material information.

The Applicant agrees that if the information supplied on this application changes materially between the date of this application and the inception date of the policy, it will immediately notify the insurance company of the changes. Signing of this application does not bind the Company to offer nor the Applicant to accept insurance, but it is agreed that this application shall be a basis of the insurance and it will be attached and made a part of the policy should a policy be issued.

APPLICANT:		
SIGNATURE <i>Partner, Officer, Owner</i>	PRINTED NAME AND TITLE:	DATE:

REQUIRED INFORMATION FROM INSURANCE AGENT/BROKER:

PRODUCED BY (<i>Insurance Agent or Broker</i>): Please print and sign name _____	
FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO.:
ADDRESS (<i>No., Street, City, State, and ZIP</i>):	
EMAIL ADDRESS:	



Computer and Technology Products and Services Professional Liability New Business Application

Computer & Technology Products and Services Professional Liability Insurance is written on a claims-made and reported basis and covers only claims first made against the insureds during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Insurer within 60 days. The Limit of Insurance available to pay judgments or settlements shall be reduced by amounts incurred as Defense Costs. The Insurer has a duty to defend any Insureds pursuant to the terms and conditions of the Policy.

INSTRUCTIONS

Completion of this application may require input from the risk management, information technology, finance, and legal departments of the applicant (hereinafter, "Applicant" or "company"). Additional space may be needed to provide complete answers.

- Please type or print answers clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using company's letterhead and reference the applicable question number.
- Check Yes or No answers
- This form must be completed, dated and signed by an authorized officer of your company.

ADDITIONAL INFORMATION REQUIRED Please submit the following documentation with this application:

1. Most recent financials for accounts with revenues above \$10,000,000.
2. Consulting Agreement (company's standard contract).
3. Software License Agreement.
4. Distribution Agreement with Software and/or Hardware Manufacturer.

Underwriters will rely on all statements made in this application.

Applicant Information:

Applicant Name: _____

Business Address: _____

Business Type: Corporation Partnership Limited Liability Company
 Other

Subsidiary Names: _____

Nature of Business: _____

Years of industry experience of senior management _____

Year Established: _____

Number of Principals, Partners, Directors, Officers, and Professional Employees: _____

Total Number of Employees: _____

URL Addresses for All Public-Facing Websites: _____

I. INSURANCE INFORMATION

A. Limits for which company is applying

<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$4,000,000	<input type="checkbox"/> \$5,000,000
<input type="checkbox"/> Other: _____				

B. Deductible and Coverage Dates Requested

Deductible Requested: \$2,500 \$5,000 \$10,000 Other \$ _____

Proposed Effective Date: _____

Proposed Retroactive Date: _____

C. Current Coverage and Loss Information

If the answer is yes to any of questions 2 – 8, please attach explanations. With respect to claims or litigation, include any pending or prior incident, event or litigation, providing full details of all relevant facts.

1. Does the company currently have, Errors and Omissions, Professional Liability, General Liability and/or other similar insurance in force? Yes No

If so, please complete the following for each policy:

Coverage Type:	
Name of Carrier:	
Limits of Liability:	
Deductible:	
Premium:	
Expiring Date:	
Current Retroactive Date:	

2. Has your company ever been declined for Errors & Omissions, Professional Liability or Media Liability insurance, or had an existing policy cancelled? Yes No
3. After inquiry, does any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee, professional employee, or independent contractor of the company or any of its subsidiaries have knowledge or information of any actual or alleged acts, errors, omissions, offenses or circumstances which might reasonably be expected to give rise to a claim, suit or action against the company or any proposed insured entity? Yes No
4. In the past five years have any claims, suits or actions been made against the company, any of its subsidiaries or predecessors in business, or any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee or professional employee of the company or any of its subsidiaries? Yes No
5. In the past five years, has the company or any of its subsidiaries been the subject of any cease and desist orders concerning content or advertising on your company's or such subsidiary's website? Yes No

6. In the past three years, has the company or any of its subsidiaries been the subject of an investigation or action by any regulatory or administrative agency for violations arising out of the company's or subsidiary's advertising or sales activities? Yes No
7. In the past three years has a customer claimed that they had a financial loss as a result of an error or omission on the part of the company or any of its subsidiaries? Yes No
8. Has the company, or any of its subsidiaries, predecessors in business, or affiliates, or any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee, professional employee, or independent contractors of the company or any of its subsidiaries ever been the subject of a disciplinary action as a result of professional activities? Yes No
9. Has Applicant reported any matters referred to in Questions 3 – 8 to its current or former insurance carrier? Yes No

II. GENERAL INFORMATION

A. Gross Revenues (including licensing fees)

	<u>Domestic</u>	<u>Foreign</u>	<u>Total</u>
Prior Year:	\$	\$	\$
Current Year (est.):	\$	\$	\$
Next Year (est.):	\$	\$	\$

B. Industries Served- please indicate the percentages of the company's annual revenue from end clients in the industries below:

Services and Retail Clients

- Advertising _____%
- Small Office (Miscellaneous) _____%
- Retail _____%
- Entertainment _____%

Government and Utility Clients

- Aerospace / Defense _____%
- Education _____%
- Government: Federal, State or Local _____%
- Utilities: Power, Oil & Gas or Waste _____%

Financial Services Clients

- Banking & Investment _____%
- Insurance _____%

Medical Services Clients

- Pharmaceutical _____%
- EMS / Medical Monitoring _____%

Technology Clients

- Internet Services: search Services/ ISP, etc. _____%
- Software Development _____%
- Telecommunications _____%

Other Industries

- Construction _____%
- Manufacturing _____%
- Transportation/Airlines/Rail/Trucking _____%

C. Products and Services Offered- please indicate the percentages of the company's annual revenue involving the following services.

Software Consulting, Development and Project Management

Accounting / Financial / Payroll (no funds transfer) ___%
 Business Application Software Development ___%
 ERP/CRM Implementation & Maintenance ___%
 Database Design & Maintenance ___%
 Data Intelligence & Data Mining ___%
 Medical Office Systems & Billing ___%
 Medical Records Management & Retrieval ___%
 IT Project Management & Consulting ___%
 HIPPA & SOX IT Auditing ___%
 Office Automation ___%

Computer Network Services

Computer Security Software Development ___%
 Real Time Network Monitoring ___%
 System Design, Administration & Engineering ___%
 Network Design & Administration ___%
 Software Installation & Maintenance ___%
 Computer Hardware Installation & Maintenance ___%
 Implement OTS Firewall & Anti-Virus Software ___%
 Data Restoration ___%
 Disaster Recovery Services / Backup Services ___%

Hardware and Software Sales

Computer Hardware Re-Sales ___%
 Off-the-Shelf Software Re-Sales ___%

Instructional Services

IT Training & Education ___%
 Technical Writing ___%

Internet Services

Application Service Provider ___%
 Web Hosting ___%
 Static Web Design & Development ___%
 Advertising Services & Graphic Design ___%
 E-Commerce / E-Tail Web Design ___%
 Internet Media Service ___%
 Webcasting / Online Forums ___%
 ISP / Content / Search Services / FTP ___%

Telecommunications

Telephone Systems Installation ___%
 Telecom Switching System Software ___%
 Telephone System Network Consulting ___%
 VOIP Service Provider ___%
 Telecommunication Consulting ___%

IT Staffing

Temporary IT Staffing and Placement ___%

Specialty Services

Manufacturing Systems ___%
 (Robotics, PLC, CAM)
 Medical Systems ___%
 (Diagnostic & Patient Monitoring) ___%
 Computer Aided Design (Structural) ___%
 Computer Aided Design (Non-structural) ___%
 Scientific and Technical Systems ___%
 Imaging Services ___%
 Funds Transfer Software ___%
 (EFT, Securities Trading, Clearing, Settlement)

III. SALES CONTRACTS, LICENSING CONTRACTS, STATEMENTS OF WORK

Large Contracts

Please provide details of your company's three largest jobs or projects the last two years:

Client	Nature of Contract/Service	Contract Value/Duration

A. Contractual Content and Procedures:

- 1. Does the company require a written contract or agreement for services with its customers? Yes No
- 2. Is the contracting process standardized and formalized? Yes No
- 3. Are all contracts reviewed by the company's legal department or a third party law firm? Yes No
- 4. Do such contracts or agreements contain *(check all that apply)*:
 - Specific descriptions of professional services the company is to provide?
 - A limitation of liabilities?
 - Guarantees or warranties?
 - Hold harmless or indemnity agreements inuring to the company's benefit?
 - Hold harmless or indemnity agreement inuring to the company's client's benefit?
 - Payment terms?
- 5. Ownership of material/products developed terms Yes No

- 6. Does the company have procedures to ensure compliance with Federal, State and local statutes? Yes No
- 7. Does the company you have a process in place to handle and resolve client complaints? Yes No
- 8. Prior to publishing content or releasing packaged or custom software/hardware, do you have an attorney facilitate a patent/copyright/trademark search, if yes, please give name of the attorney's firm Yes No

B. Independent Contractors, Subcontractors

- 1. Does the company use independent contractors and/or subcontractors?
If yes, please answer the four questions below:
 - a. Does the company always use a written contract upon engagement of independent contractors? Yes No
 - b. Does the company require independent contractors to carry professional liability insurance? Yes No
 - c. What percentage of professional services rendered are contracted out? _____%
 - d. Do all contracts with independent contractors clearly identify work product as 'work made for hire', or include other provisions for the ownership of intellectual property? Yes No

IV. QUALITY CONTROL

A. Quality Control Procedures

- 1. Please identify the quality control procedures in place at your company:
 - written quality control programs
 - operational guidelines
 - vendor certification
 - prototype development guidelines
 - beta testing
- 2. Are formal customer acceptance procedures in place? Yes No
- 3. Are formal written system or software development methodologies in place? Yes No
- 4. When interim changes in the contract or statement of work are required, are these documented with signoffs by both the company and the customer? Yes No
- 5. Do contracts or statements of work include performance milestones which are acknowledged and accepted with signoffs by both the company and customer? Yes No
- 6. Are final acceptance letters or signoffs required from each customer? Yes No
- 7. Does the company have an Internal Audit procedure in place? Yes No

B. Employee/Professional Development

- 1. Does the company have a formalized Continuing Education program required for all professional employees on an annual basis? Yes No
- 2. Does the company have formalized in-house training procedures for professional employees? Yes No

V. Financial Transactions/E-Commerce/E-Tail Web Design

- 1. Does the company's activities, services or products in anyway alter, implement or maintain software applications directly or indirectly involved in the movement of funds, including but not limited to: electronic funds transfer(EFT), real-time automated or manual securities trading, Automated Clearing House(AHC) activities or financial transactions clearing or settlement? Please provide a complete description of the activity, services and/or products. Yes No
- 2. Does the company's activities, services or products in anyway alter, implement or maintain software applications directly or indirectly involved in e-commerce, e-tail websites or posting of activities to credit card companies or other issuers of credit?. Please provide a complete description of the activity, services and/or products. Yes No

VI. Network Security and Anti Virus Services: If the company provides any security or anti-virus services, please answer the following questions:

- 1. Does the company obtain back- procedures for clients? Yes No
- 2. Does the company obtain a signed contract for all projects? Yes No
- 3. Is security specifically addressed in the contract? Yes No
- 4. Does the contract specifically stipulate that such work is not guaranteed to prevent intrusions? Yes No
- 5. When the company uses licensed security software, does it require that the client accept in writing the terms, conditions, and limitation of the software's license agreement? Yes No
- 6. What percentage of the company's security work is based on original code or custom applications? _____%
- 7. Has the company, or anyone doing work on the company's behalf, ever caused or sustained a systems intrusion, tampering, loss of data, hacking, data theft, or any other similar type of incident? If yes, please provide details. Yes No
- 8. What percentage of the company's anti-virus work is original code or custom applications? _____%
- 9. What percentage of the company's anti-virus work incorporates anti-virus software for vendors? _____%
- 10. How often does the company update the software? _____
- 11. When the company uses licensed anti-virus software, does it require that the client accept in writing the terms, conditions, and limitations of the software's license agreement? Yes No
- 12. Does the company make any guarantees regarding your anti-virus software? Yes No
- 13. Describe the computer security and/or anti-virus services the company provides its clients.

VII. IT Staffing Services: Please answer the following questions if the company provides any Temporary IT Staffing Services and are requesting a quote to include coverage:

1. Does the company directly supervise placed personnel or have project management responsibility? Yes No
2. Does the company provide staffing and placement services in any area other than Information Technology? Yes No
3. What percentage of the company's workforce is provided a 1099? _____%
4. What percentage of the company's workforce is provided a W-2? _____%
5. Is the company responsible for the placed employees work? Yes No
6. Please breakdown the company's staffing exposure into the following categories: (percentage of placements in each category)
Principals, partners or officers _____%
Project Management with oversight responsibilities _____%
Programming and/or Technical Support staff _____%
7. How does the company investigate and verify the backgrounds, qualifications and credentials of job candidates.
 Prior employment verification
 Reference Checking
 Professional Skills Testing
 Criminal background Checking
 Other (Describe)

9. What steps are taken to protect a job candidate's confidential information from being released to an unauthorized party?

VIII. Electronic Media Activities: If the company provides any Electronic Media Activities, please answer the following questions:

“Electronic Media Activities,” for purposes of this application, means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of electronic content on the internet, on behalf of the company or by the company for others.

1. Is a formal process in place to educate new employees about the importance of copyright law, with clear restrictions against using material developed for previous employers? Yes No
If YES, are new employees asked to sign an affidavit committing to this? Yes No
2. Do all employees formally assign intellectual property rights to any materials developed during their period of employment to the Applicant? Yes No
3. Do subcontractors and/or independent contractors formally assign rights to all work made for hire to the Applicant? Yes No
4. Is any software code used or incorporated in the company's products licensed from any third party(ies)? Yes No
If YES please describe

5. Is any open source software code incorporated into product, and/or used in the company's network environment? Yes No
If YES please describe.

6. Are all software products (including packaging) formally reviewed against competitor's offerings by an internal team or third party prior to launch? Yes No
If YES, are copyright clearance letters obtained Yes No
7. Does the company have procedures in place, written or otherwise, to safeguard and enforce against infringing intellectual property rights of others? Yes No
8. Does that procedure include a search for existing patent, copyright, and trademark potential infringements? Yes No
9. Do in-house or outside attorneys conduct the procedures? If outside, please provide name and address of law firm. Yes No

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NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

By signing this application, the Applicant warrants to the Insurer that all statements made in this application, including attachments, about the Applicant and its operations are true and complete, and that no material facts have been misstated in this application or concealed. The Applicant agrees that if after the date of this application and prior to the effective date of any policy based on this application, any occurrence, event or other circumstance should render any of the information contained in this application inaccurate or incomplete, then the Applicant shall notify the Insurer of such occurrence, event of circumstance and shall provide the Insurer with information that would complete, update or correct such information. Any outstanding quotations may be modified or withdrawn at the sole discretion of the Insurer..

Signing of this application does not bind the Insurer to offer nor the Applicant to accept insurance, but it is agreed that this application shall be a basis of the insurance and it will be attached and made a part of the policy should a policy be issued.

APPLICANT:		
SIGNATURE <i>Partner, Officer, Owner</i>	PRINTED NAME AND TITLE:	DATE:

NOTE: This Application must be signed by the Partner, Officer, Owner of the Applicant acting as the authorized agent of the person(s) and entity(ies) proposed for this insurance.

FOR MISSOURI APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISIONS WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER DEFENSE COSTS OR DAMAGES.

REQUIRED INFORMATION FROM INSURANCE AGENT/BROKER:

PRODUCED BY (<i>Insurance Agent or Broker</i>): Please print and sign name _____	
FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO.:
ADDRESS (<i>No., Street, City, State, and ZIP</i>):	
EMAIL ADDRESS:	



Computer and Technology Products and Services Professional Liability New Business Application

Computer & Technology Products and Services Professional Liability Insurance is written on a claims-made and reported basis and covers only claims first made against the insureds during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Insurer within 60 days. The Limit of Insurance available to pay judgments or settlements shall be reduced by amounts incurred as Defense Costs. The Insurer has a duty to defend any Insureds pursuant to the terms and conditions of the Policy.

INSTRUCTIONS

Completion of this application may require input from the risk management, information technology, finance, and legal departments of the applicant (hereinafter, "Applicant" or "company"). Additional space may be needed to provide complete answers.

- Please type or print answers clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using company's letterhead and reference the applicable question number.
- Check Yes or No answers
- This form must be completed, dated and signed by an authorized officer of your company.

ADDITIONAL INFORMATION REQUIRED Please submit the following documentation with this application:

1. Most recent financials for accounts with revenues above \$10,000,000.
2. Consulting Agreement (company's standard contract).
3. Software License Agreement.
4. Distribution Agreement with Software and/or Hardware Manufacturer.

Underwriters will rely on all statements made in this application.

Applicant Information:

Applicant Name: _____

Business Address: _____

Business Type: Corporation Partnership Limited Liability Company
 Other

Subsidiary Names: _____

Nature of Business: _____

Years of industry experience of senior management _____

Year Established: _____

Number of Principals, Partners, Directors, Officers, and Professional Employees: _____

Total Number of Employees: _____

URL Addresses for All Public-Facing Websites: _____

I. INSURANCE INFORMATION

A. Limits for which company is applying

<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$4,000,000	<input type="checkbox"/> \$5,000,000
<input type="checkbox"/> Other: _____				

B. Deductible and Coverage Dates Requested

Deductible Requested: \$2,500 \$5,000 \$10,000 Other \$ _____

Proposed Effective Date: _____

Proposed Retroactive Date: _____

C. Current Coverage and Loss Information

If the answer is yes to any of questions 2 – 8, please attach explanations. With respect to claims or litigation, include any pending or prior incident, event or litigation, providing full details of all relevant facts.

1. Does the company currently have, Errors and Omissions, Professional Liability, General Liability and/or other similar insurance in force? Yes No

If so, please complete the following for each policy:

Coverage Type:	
Name of Carrier:	
Limits of Liability:	
Deductible:	
Premium:	
Expiring Date:	
Current Retroactive Date:	

2. Has your company ever been declined for Errors & Omissions, Professional Liability or Media Liability insurance, or had an existing policy cancelled? Yes No
3. After inquiry, does any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee, professional employee, or independent contractor of the company or any of its subsidiaries have knowledge or information of any actual or alleged acts, errors, omissions, offenses or circumstances which might reasonably be expected to give rise to a claim, suit or action against the company or any proposed insured entity? Yes No
4. In the past five years have any claims, suits or actions been made against the company, any of its subsidiaries or predecessors in business, or any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee or professional employee of the company or any of its subsidiaries? Yes No
5. In the past five years, has the company or any of its subsidiaries been the subject of any cease and desist orders concerning content or advertising on your company's or such subsidiary's website? Yes No

6. In the past three years, has the company or any of its subsidiaries been the subject of an investigation or action by any regulatory or administrative agency for violations arising out of the company's or subsidiary's advertising or sales activities? Yes No
7. In the past three years has a customer claimed that they had a financial loss as a result of an error or omission on the part of the company or any of its subsidiaries? Yes No
8. Has the company, or any of its subsidiaries, predecessors in business, or affiliates, or any owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives (if the company is a limited liability company), stockholder, trustee, professional employee, or independent contractors of the company or any of its subsidiaries ever been the subject of a disciplinary action as a result of professional activities? Yes No
9. Has Applicant reported any matters referred to in Questions 3 – 8 to its current or former insurance carrier? Yes No

II. GENERAL INFORMATION

A. Gross Revenues (including licensing fees)

	<u>Domestic</u>	<u>Foreign</u>	<u>Total</u>
Prior Year:	\$	\$	\$
Current Year (est.):	\$	\$	\$
Next Year (est.):	\$	\$	\$

B. Industries Served- please indicate the percentages of the company's annual revenue from end clients in the industries below:

Services and Retail Clients

- Advertising _____%
- Small Office (Miscellaneous) _____%
- Retail _____%
- Entertainment _____%

Government and Utility Clients

- Aerospace / Defense _____%
- Education _____%
- Government: Federal, State or Local _____%
- Utilities: Power, Oil & Gas or Waste _____%

Financial Services Clients

- Banking & Investment _____%
- Insurance _____%

Medical Services Clients

- Pharmaceutical _____%
- EMS / Medical Monitoring _____%

Technology Clients

- Internet Services: search Services/ ISP, etc. _____%
- Software Development _____%
- Telecommunications _____%

Other Industries

- Construction _____%
- Manufacturing _____%
- Transportation/Airlines/Rail/Trucking _____%

C. Products and Services Offered- please indicate the percentages of the company's annual revenue involving the following services.

Software Consulting, Development and Project Management

Accounting / Financial / Payroll (no funds transfer) ___%
 Business Application Software Development ___%
 ERP/CRM Implementation & Maintenance ___%
 Database Design & Maintenance ___%
 Data Intelligence & Data Mining ___%
 Medical Office Systems & Billing ___%
 Medical Records Management & Retrieval ___%
 IT Project Management & Consulting ___%
 HIPPA & SOX IT Auditing ___%
 Office Automation ___%

Computer Network Services

Computer Security Software Development ___%
 Real Time Network Monitoring ___%
 System Design, Administration & Engineering ___%
 Network Design & Administration ___%
 Software Installation & Maintenance ___%
 Computer Hardware Installation & Maintenance ___%
 Implement OTS Firewall & Anti-Virus Software ___%
 Data Restoration ___%
 Disaster Recovery Services / Backup Services ___%

Hardware and Software Sales

Computer Hardware Re-Sales ___%
 Off-the-Shelf Software Re-Sales ___%

Instructional Services

IT Training & Education ___%
 Technical Writing ___%

Internet Services

Application Service Provider ___%
 Web Hosting ___%
 Static Web Design & Development ___%
 Advertising Services & Graphic Design ___%
 E-Commerce / E-Tail Web Design ___%
 Internet Media Service ___%
 Webcasting / Online Forums ___%
 ISP / Content / Search Services / FTP ___%

Telecommunications

Telephone Systems Installation ___%
 Telecom Switching System Software ___%
 Telephone System Network Consulting ___%
 VOIP Service Provider ___%
 Telecommunication Consulting ___%

IT Staffing

Temporary IT Staffing and Placement ___%

Specialty Services

Manufacturing Systems ___%
 (Robotics, PLC, CAM)
 Medical Systems ___%
 (Diagnostic & Patient Monitoring) ___%
 Computer Aided Design (Structural) ___%
 Computer Aided Design (Non-structural) ___%
 Scientific and Technical Systems ___%
 Imaging Services ___%
 Funds Transfer Software ___%
 (EFT, Securities Trading, Clearing, Settlement)

III. SALES CONTRACTS, LICENSING CONTRACTS, STATEMENTS OF WORK

Large Contracts

Please provide details of your company's three largest jobs or projects the last two years:

Client	Nature of Contract/Service	Contract Value/Duration

A. Contractual Content and Procedures:

- 1. Does the company require a written contract or agreement for services with its customers? Yes No
- 2. Is the contracting process standardized and formalized? Yes No
- 3. Are all contracts reviewed by the company's legal department or a third party law firm? Yes No
- 4. Do such contracts or agreements contain *(check all that apply)*:
 - Specific descriptions of professional services the company is to provide?
 - A limitation of liabilities?
 - Guarantees or warranties?
 - Hold harmless or indemnity agreements inuring to the company's benefit?
 - Hold harmless or indemnity agreement inuring to the company's client's benefit?
 - Payment terms?
- 5. Ownership of material/products developed terms Yes No

- 6. Does the company have procedures to ensure compliance with Federal, State and local statutes? Yes No
- 7. Does the company you have a process in place to handle and resolve client complaints? Yes No
- 8. Prior to publishing content or releasing packaged or custom software/hardware, do you have an attorney facilitate a patent/copyright/trademark search, if yes, please give name of the attorney's firm Yes No

B. Independent Contractors, Subcontractors

- 1. Does the company use independent contractors and/or subcontractors?
If yes, please answer the four questions below:
 - a. Does the company always use a written contract upon engagement of independent contractors? Yes No
 - b. Does the company require independent contractors to carry professional liability insurance? Yes No
 - c. What percentage of professional services rendered are contracted out? _____%
 - d. Do all contracts with independent contractors clearly identify work product as 'work made for hire', or include other provisions for the ownership of intellectual property? Yes No

IV. QUALITY CONTROL

A. Quality Control Procedures

- 1. Please identify the quality control procedures in place at your company:
 - written quality control programs
 - operational guidelines
 - vendor certification
 - prototype development guidelines
 - beta testing
- 2. Are formal customer acceptance procedures in place? Yes No
- 3. Are formal written system or software development methodologies in place? Yes No
- 4. When interim changes in the contract or statement of work are required, are these documented with signoffs by both the company and the customer? Yes No
- 5. Do contracts or statements of work include performance milestones which are acknowledged and accepted with signoffs by both the company and customer? Yes No
- 6. Are final acceptance letters or signoffs required from each customer? Yes No
- 7. Does the company have an Internal Audit procedure in place? Yes No

B. Employee/Professional Development

- 1. Does the company have a formalized Continuing Education program required for all professional employees on an annual basis? Yes No
- 2. Does the company have formalized in-house training procedures for professional employees? Yes No

V. Financial Transactions/E-Commerce/E-Tail Web Design

- 1. Does the company's activities, services or products in anyway alter, implement or maintain software applications directly or indirectly involved in the movement of funds, including but not limited to: electronic funds transfer(EFT), real-time automated or manual securities trading, Automated Clearing House(AHC) activities or financial transactions clearing or settlement? Please provide a complete description of the activity, services and/or products. Yes No
- 2. Does the company's activities, services or products in anyway alter, implement or maintain software applications directly or indirectly involved in e-commerce, e-tail websites or posting of activities to credit card companies or other issuers of credit?. Please provide a complete description of the activity, services and/or products. Yes No

VI. Network Security and Anti Virus Services: If the company provides any security or anti-virus services, please answer the following questions:

- 1. Does the company obtain back- procedures for clients? Yes No
- 2. Does the company obtain a signed contract for all projects? Yes No
- 3. Is security specifically addressed in the contract? Yes No
- 4. Does the contract specifically stipulate that such work is not guaranteed to prevent intrusions? Yes No
- 5. When the company uses licensed security software, does it require that the client accept in writing the terms, conditions, and limitation of the software's license agreement? Yes No
- 6. What percentage of the company's security work is based on original code or custom applications? _____%
- 7. Has the company, or anyone doing work on the company's behalf, ever caused or sustained a systems intrusion, tampering, loss of data, hacking, data theft, or any other similar type of incident? If yes, please provide details. Yes No
- 8. What percentage of the company's anti-virus work is original code or custom applications? _____%
- 9. What percentage of the company's anti-virus work incorporates anti-virus software for vendors? _____%
- 10. How often does the company update the software? _____
- 11. When the company uses licensed anti-virus software, does it require that the client accept in writing the terms, conditions, and limitations of the software's license agreement? Yes No
- 12. Does the company make any guarantees regarding your anti-virus software? Yes No
- 13. Describe the computer security and/or anti-virus services the company provides its clients.

VII. IT Staffing Services: Please answer the following questions if the company provides any Temporary IT Staffing Services and are requesting a quote to include coverage:

1. Does the company directly supervise placed personnel or have project management responsibility? Yes No

2. Does the company provide staffing and placement services in any area other than Information Technology? Yes No

3. What percentage of the company's workforce is provided a 1099? _____%
4. What percentage of the company's workforce is provided a W-2? _____%

5. Is the company responsible for the placed employees work? Yes No

6. Please breakdown the company's staffing exposure into the following categories: (percentage of placements in each category)

Principals, partners or officers	_____%
Project Management with oversight responsibilities	_____%
Programming and/or Technical Support staff	_____%

7. How does the company investigate and verify the backgrounds, qualifications and credentials of job candidates.
 - Prior employment verification
 - Reference Checking
 - Professional Skills Testing
 - Criminal background Checking
 - Other (Describe)

9. What steps are taken to protect a job candidate's confidential information from being released to an unauthorized party?

VIII. Electronic Media Activities: If the company provides any Electronic Media Activities, please answer the following questions:

“Electronic Media Activities,” for purposes of this application, means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of electronic content on the internet, on behalf of the company or by the company for others.

1. Is a formal process in place to educate new employees about the importance of copyright law, with clear restrictions against using material developed for previous employers? Yes No
If YES, are new employees asked to sign an affidavit committing to this? Yes No
2. Do all employees formally assign intellectual property rights to any materials developed during their period of employment to the Applicant? Yes No
3. Do subcontractors and/or independent contractors formally assign rights to all work made for hire to the Applicant? Yes No
4. Is any software code used or incorporated in the company's products licensed from any third party(ies)? Yes No
If YES please describe

5. Is any open source software code incorporated into product, and/or used in the company's network environment? Yes No
If YES please describe.

6. Are all software products (including packaging) formally reviewed against competitor's offerings by an internal team or third party prior to launch? Yes No
If YES, are copyright clearance letters obtained Yes No
7. Does the company have procedures in place, written or otherwise, to safeguard and enforce against infringing intellectual property rights of others? Yes No
8. Does that procedure include a search for existing patent, copyright, and trademark potential infringements? Yes No
9. Do in-house or outside attorneys conduct the procedures? If outside, please provide name and address of law firm. Yes No

FRAUD WARNING STATEMENTS

NOTICE TO ARKANSAS & LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO ALL APPLICANTS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO THE APPLICANT – PLEASE READ CAREFULLY

The undersigned authorized representative of the Applicant, based upon reasonable inquiry, represents to the best of its knowledge that the statements set forth herein are true and include all material information.

The Applicant agrees that if the information supplied on this application changes materially between the date of this application and the inception date of the policy, it will immediately notify the insurance company of the changes. Signing of this application does not bind the Company to offer nor the Applicant to accept insurance, but it is agreed that this application shall be a basis of the insurance and it will be attached and made a part of the policy should a policy be issued.

Signing of this application does not bind the Insurer to offer nor the Applicant to accept insurance, but it is agreed that this application shall be a basis of the insurance and it will be attached and made a part of the policy should a policy be issued.

APPLICANT:		
SIGNATURE <i>Partner, Officer, Owner</i>	PRINTED NAME AND TITLE:	DATE:

NOTE: This Application must be signed by the Partner, Officer, Owner of the Applicant acting as the authorized agent of the person(s) and entity(ies) proposed for this insurance.

FOR MISSOURI APPLICANTS ONLY:

PLEASE ACKNOWLEDGE AND SIGN THE FOLLOWING DISCLOSURE TO YOUR APPLICATION FOR INSURANCE:

I UNDERSTAND AND ACKNOWLEDGE THAT THE POLICY FOR WHICH I AM APPLYING CONTAINS A DEFENSE WITHIN LIMITS PROVISIONS WHICH MEANS THAT CLAIMS EXPENSES WILL REDUCE MY LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. SHOULD THAT OCCUR, I SHALL BE LIABLE FOR ANY FURTHER DEFENSE COSTS OR DAMAGES.

REQUIRED INFORMATION FROM INSURANCE AGENT/BROKER:

PRODUCED BY (<i>Insurance Agent or Broker</i>): Please print and sign name _____	
FIRM NAME:	
TAXPAYER ID OR SOCIAL SECURITY NO.:	PRODUCER LICENSE NO.:
ADDRESS (<i>No., Street, City, State, and ZIP</i>):	
EMAIL ADDRESS:	

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD FIRE AND MARINE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE INDEMNITY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE AMERICAN INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

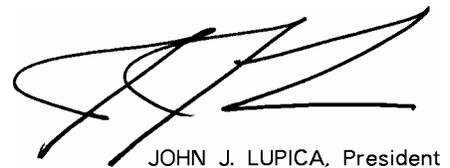
PACIFIC EMPLOYERS INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE FIRE UNDERWRITERS INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

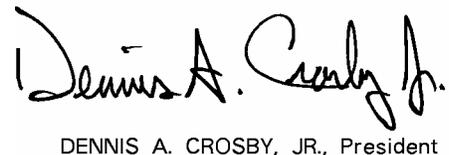

GEORGE D. MULLIGAN, Secretary


JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY

1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


DENNIS A. CROSBY, JR., President

Authorized Agent



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

TELECOMMUNICATIONS ENDORSEMENT

In consideration of the additional premium of \$ _____, it is agreed that:

1. Section 1 - Definitions is amended as follows:

a. Subsection T, definition of **Technology Services** is amended by adding the following:

- telecommunications services, including switching services, dial tone access, competitive access provider services, cellular and wireless communication services, call center services, telecommunications consulting services, local access telephone services, long-distance telephone services, cable and internet telephone services, broadband services and private line and private network services.

2. Section 6 - Exclusions is amended by adding the following exclusions:

- brought or maintained by, on behalf of, or in the right of any federal, state or local government agency, any licensing organization, or any self-regulating organization, provided, however this exclusion shall not apply to **Claims** alleging, based upon, or arising out of or attributable to professional services rendered to such government agency, licensing organization, or any self-regulating organization.
- alleging, based upon, arising out of or attributable to credits, rebates, or refunds issued or paid by any **Insured**.
- alleging, based upon, arising out of or attributable to the provision of 911 or other emergency call center services.
- alleging, based upon, arising out of or attributable to the transfer of funds, money or securities.
- alleging, based upon, arising out of or attributable to any **Insured's** voluntary waiver of a limitation of liability under a tariff.
- alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights organizations in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MULTIPLE INSURING AGREEMENT ELECTION ENDORSEMENT (STANDARD)

In consideration of an additional premium of \$ _____, it is agreed that the **Policy** is amended as follows:

a. The Declarations is amended as follows:

1. The following Item 8 is added to the Declarations:

Item 8. Coverage(s) Purchased (

- A. Technology and **Internet** Errors and Omissions Liability
- B. **Electronic Media Activities** Liability
- C. **Network Operations Security** Liability (note, the **Unauthorized Access** and **Unauthorized Use** coverage afforded hereunder is limited to the **Insured's Computer System**)

2. Item 4 is deleted and the following is inserted:

Item 4. Our Limits of Liability under this policy shall be as stated below (applicable to any and all Claims regardless of how many Coverage(s) are purchased), subject to all of the terms of this policy having reference thereto.

Note: Both **Defense Costs** and **Deductible** are included within the Limits of Liability stated below.

- A. Each "**Wrongful Act**" Limit: **wrongfulact**
- B. Policy Aggregate Limit: **policylimit**

b. Section 2 - Coverage Agreement is deleted in its entirety and the following is inserted:

SECTION 2 – COVERAGE AGREEMENTS

A. Technology and **Internet** Errors and Omissions Liability

If Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **We** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

B. **Electronic Media Activities** Liability

If Insuring Agreement B, **Electronic Media Activities** Liability coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **We** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages**

or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

C. **Network Operations Security Liability**

If Insuring Agreement C, **Network Operations Security Liability** coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **we** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

c. Section 1 - Definitions is amended as follows:

1. The following definitions are added:

- **Advertising** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated on any **Internet Website** on behalf of the **Named Insured**.
- **Advertising Services** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated by the **Insured** on the **Named Insured's Internet Website** on behalf of others.
- **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity directed at the **Insured** which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Electronic Content** means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to **Advertising** and **Advertising Services**, and including matter disseminated electronically on the **Insured's Internet Website**. However, **Electronic Content** shall not include data, text, sounds, images or similar matter incorporated into or otherwise a part of **Technology Products**.
- **Electronic Media Activities** means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of **Electronic Content** on the **Internet**, on behalf of the **Insured** or by the **Insured** for others.
- **Hacker Attack** means the **Unauthorized Use** of or **Unauthorized Access** to a **Computer System** other than the **Insured's Computer System**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
- **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.

- **Personal Information** means an individual's name in combination with any one or more of the following:
 1. social security number;
 2. medical or healthcare date, or other protected health information;
 3. drivers license number or state identification number;
 4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account;
 5. other nonpublic **Personal Information** as defined in **Privacy Regulations**

Personal Information shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.

- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386); and
 4. other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.

- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons.

- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons.

2. Subsection W, the definition of **Wrongful Act**, is deleted and the following is inserted:

W. **Wrongful Act** means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, **Personal Injury** or other negligent act done or attempted by an **Insured**, or by any person for whose acts the **Insured** is legally responsible:

1. With respect only to Insuring Agreement A, in the provision of:

- a. **Technology Services** to others for a fee, or
- b. **Technology Products**, but only in conjunction with the **Insured's** provision of **Technology Services** to others for a fee.

2. With respect only to Insuring Agreement B, in the provision of **Electronic Media Activities**, including:

- a. any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;
- b. invasion, infringement or interference with the right to privacy or publicity, including false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;
- c. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances;
- d. the infringement of copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
- e. negligence with respect to the **Insured's** creation or dissemination of **Electronic Content**.

3. With respect only to Insuring Agreement C, in the conduct of **Network Operations Security** that results in:
 - a. the failure to prevent **Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, that in turn results in:
 - i. the theft, alteration or destruction of data, or
 - ii. **Hacker Attacks** against third parties; or
 - iii. a **Breach of Privacy**;
 - b. the denial of authorized users' access to the **Insured's Computer System**, unless such denial of access is caused by a mechanical or electrical failure;
 - c. the failure to prevent the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
 - d. the failure to prevent the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
- d. With respect to all Insuring Agreements, Section 6 – Exclusions is amended to add the following exclusion:
 - alleging, based upon, arising out of or attributable to any transfer of funds, monies or securities to or from any natural person or entity;
- e. Solely with respect to the **Electronic Media Activities** Liability Insuring Agreement afforded by this endorsement, Section 6 – Exclusions is amended as follows:
 1. The following exclusions are added:
 - alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected;
 - alleging, based upon, arising out of or attributable to the **Insured's** failure to disclose the loss of **Personal Information** in violation of any law or regulation;
 2. Exclusion B is deleted in its entirety and replaced with the following:
 - B. alleging, based upon, arising out of, or attributable to the validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret**; or plagiarism, piracy or misappropriation of ideas of any third party;
- f. Solely with respect to the **Network Operations Security** Liability Insuring Agreement afforded by this endorsement, Section 6 - Exclusions is amended as follows:
 1. Exclusion M is deleted in its entirety and the following is inserted:
 - M. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, **Internet**, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, **Internet**, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack**.
- g. Section 5 - Limitations On **Our** Liability And **Deductible** is amended as follows:
 1. Subsection A, numbered paragraphs 1 and 2 are deleted and the following is inserted:
 1. **Each Wrongful Act Limit**

With respect to Insuring Agreements A, B, and C, the limit of liability specified in the Declarations (as set forth in this endorsement) as "Each **Wrongful Act**" is the limit of liability for all **Damages** and **Defense Costs** arising out of, or in connection with, the same or **Interrelated Wrongful**

Acts, regardless of the number of Coverages purchased (as indicated in Item 8 of the Declarations, added by amendment in this endorsement).

2. Policy Aggregate Limit

With respect to Insuring Agreements A, B, and C, and subject to provision 1 directly above, the limit of liability shown in the Declarations (as set forth in this endorsement) as "Policy Aggregate" is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, regardless of the number of Coverages purchased (as indicated in Item 8 of the Declarations, added by amendment in this endorsement).

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MULTIPLE INSURING AGREEMENT ELECTION ENDORSEMENT (ENHANCED)

In consideration of an additional premium of \$ _____, it is agreed that the **Policy** is amended as follows:

a. The Declarations is amended as follows:

1. The following Item 8 is added to the Declarations:

Item 8. Coverage(s) Purchased (

- A. Technology and **Internet** Errors and Omissions Liability
- B. **Electronic Media Activities** Liability
- C. **Network Operations Security** Liability (note, the **Unauthorized Access** and **Unauthorized Use** coverage afforded hereunder is limited to the **Insured's Computer System**)

2. Item 4 is deleted and the following is inserted:

Item 4. Our Limits of Liability under this policy shall be as stated below (applicable to any and all Claims regardless of how many Coverage(s) are purchased), subject to all of the terms of this policy having reference thereto.

Note: **Defense Costs** are included within the Limits of Liability stated below.

- A. Each "**Wrongful Act**" Limit: **wrongfulact**
- B. Policy Aggregate Limit: **policylimit**

b. Section 2 - Coverage Agreement is deleted in its entirety and the following is inserted:

SECTION 2 – COVERAGE AGREEMENTS

A. Technology and **Internet** Errors and Omissions Liability

If Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **We** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

B. **Electronic Media Activities** Liability

If Insuring Agreement B, **Electronic Media Activities** Liability coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **We** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or

by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

C. Network Operations Security Liability

If Insuring Agreement C, **Network Operations Security** Liability coverage, is purchased pursuant to Item 8 of the Declarations (as set forth above in this endorsement), **we** will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible but only if the **Wrongful Act** first occurs during the **Coverage Period** and results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

c. Section 1 - Definitions is amended as follows:

1. The following definitions are added:

- **Advertising** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated on any **Internet Website** on behalf of the **Named Insured**.
- **Advertising Services** means promotional material (including branding, co-branding, sponsorships and/or endorsements), publicly disseminated by the **Insured** on the **Named Insured's Internet Website** on behalf of others.
- **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity directed at the **Insured** which restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Electronic Content** means any data, text, sounds, images or similar matter disseminated electronically, including but not limited to **Advertising** and **Advertising Services** and including matter disseminated electronically on the **Insured's Internet Website**. However, **Electronic Content** shall not include data, text, sounds, images or similar matter incorporated into or otherwise a part of **Technology Products**.
- **Electronic Media Activities** means the electronic publishing, dissemination, releasing, gathering, transmission, production, web casting, or other distribution of **Electronic Content** on the **Internet**, on behalf of the **Insured** or by the **Insured** for others.
- **Hacker Attack** means the **Unauthorized Use** of or **Unauthorized Access** to a **Computer System** other than the **Insured's Computer System**.
- **Insured's Computer System** means a **Computer System**:
 1. leased, owned, or operated by the **Insured**; or
 2. operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
- **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- **Personal Information** means an individual's name in combination with any one or more of the following:

1. social security number;
2. medical or healthcare date, or other protected health information;
3. drivers license number or state identification number;
4. account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to that individual's financial account;
5. other nonpublic **Personal Information** as defined in **Privacy Regulations**

Personal Information shall not include information that is lawfully made available to the general public for any reason, including information from federal, state or local government records.

- **Privacy Regulations** means the following statutes and regulations associated with the control and use of personally identifiable financial, medical or other sensitive information:
 1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
 2. Gramm-Leach-Bliley Act of 1999;
 3. the California Security Breach Notification Act (CA SB 1386); and
 4. other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect **Personal Information** to post privacy policies, adopt specific privacy controls, or notify individuals in the event that **Personal Information** has potentially been compromised.
- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.

2. Subsection W, the definition of **Wrongful Act**, is deleted and the following is inserted:

W. **Wrongful Act** means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, **Personal Injury** or other negligent act done or attempted by an **Insured**, or by any person for whose acts the **Insured** is legally responsible:

1. With respect only to Insuring Agreement A, in the provision of:
 - a. **Technology Services** to others for a fee, or
 - b. **Technology Products**, but only in conjunction with the **Insured's** provision of **Technology Services** to others for a fee.
2. With respect only to Insuring Agreement B, in the provision of **Electronic Media Activities**, including:
 - a. any form of defamation or other tort related to the disparagement or harm to the reputation or character of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish, outrage or outrageous conduct;
 - b. invasion, infringement or interference with the right to privacy or publicity, including false light, public disclosure of private facts, or the intrusion and commercial appropriation of a name, persona or likeness;
 - c. plagiarism, piracy, or the misappropriation or unauthorized use of advertising ideas, advertising material, titles, literary or artistic formats, styles or performances;
 - d. the infringement of copyright, domain name, trademark, trade name, trade dress, title or slogan, service mark, or service name; or
 - e. negligence with respect to the **Insured's** creation or dissemination of **Electronic Content**.
3. With respect only to Insuring Agreement C, in the conduct of **Network Operations Security**

that results in:

- a. the failure to prevent **Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, that in turn results in:
 - i. the theft, alteration or destruction of data, or
 - ii. **Hacker Attacks** against third parties; or
 - iii. a **Breach of Privacy**;
 - b. the denial of authorized users' access to the **Insured's Computer System**, unless such denial of access is caused by a mechanical or electrical failure;
 - c. the failure to prevent the participation by the **Insured's Computer System** in a **Denial of Service Attack** directed against the **Computer System** of a third party; or
 - d. the failure to prevent the transmission of **Malicious Code** from the **Insured's Computer System** to the **Computer System** of a third party.
- d. Solely with respect to the **Electronic Media Activities** Liability Insuring Agreement afforded by this endorsement, Section 6 – Exclusions is amended as follows:
1. The following exclusions are added:
 - alleging, based upon, arising out of or attributable to the collection of **Personal Information** by the **Insured**, including but not limited to the collection of **Personal Information** using cookies, spyware or other **Malicious Code** or the failure to provide adequate notice that such information is being collected;
 - alleging, based upon, arising out of or attributable to the **Insured's** failure to disclose the loss of **Personal Information** in violation of any law or regulation;
 2. Exclusion B is deleted in its entirety and replaced with the following:
 - B. alleging, based upon, arising out of, or attributable to the validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret**; or plagiarism, piracy or misappropriation of ideas of any third party;
- e. Solely with respect to the **Network Operations Security** Liability Insuring Agreement afforded by this endorsement, Section 6 - Exclusions is amended as follows:
1. Exclusion C is deleted in its entirety and the following is inserted :
 - C. alleging, based upon, arising out of, or attributable to fraud or dishonesty, or criminal or malicious **Wrongful Acts**; provided, however, this exclusion shall not apply to **Defense Costs** or the **Insurer's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Insurer** for any **Defense Costs** paid by the **Insurer**; provided, however, that this exclusion shall not apply to **Wrongful Acts**, if such **Wrongful Acts** were not committed by, or with the knowledge of, any principal, partner, officer or director of the **Insured**.
 2. Exclusion M is deleted in its entirety and the following is inserted:
 - M. alleging, based upon, arising out of or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, **Internet**, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, **Internet**, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act** or a **Denial of Service Attack**.
- f. Section 5 - Limitations On **Our** Liability And **Deductible** is amended as follows:
1. Subsection A, numbered paragraphs 1 and 2 are deleted and the following is inserted:
 1. **Each Wrongful Act Limit**

With respect to Insuring Agreements A, B, and C, the limit of liability specified in the Declarations (as set forth in this endorsement) as “Each **Wrongful Act**” is the limit of liability for all **Damages** and **Defense Costs** arising out of, or in connection with, the same or **Interrelated Wrongful Acts**, regardless of the number of Coverages purchased (as indicated in Item 8 of the Declarations, added by amendment in this endorsement).

2. Policy Aggregate Limit

With respect to Insuring Agreements A, B, and C, and subject to provision 1 directly above, the limit of liability shown in the Declarations (as set forth in this endorsement) as “Policy Aggregate” is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**, regardless of the number of Coverages purchased (as indicated in Item 8 of the Declarations, added by amendment in this endorsement).

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

ADDITIONAL INSURED (VICARIOUS LIABILITY)

It is agreed that Section 1 - Definitions, Subsection J., definition of **Insured**, is amended by adding the following:

J. Insured also means the following entity(ies) or individual(s) listed below, but only with respect to **Wrongful Acts** committed or allegedly committed by the Named Insured. The **Policy** will not provide coverage for any **Wrongful Act**, error or omission committed by such Additional **Insured(s)**:

Additional **Insured(s)**:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

ADDITIONAL INSURED

It is agreed that Section 1 - Definitions, Subsection J., definition of **Insured**, is amended by adding the following:

Insured also means the following entity(ies) or individual(s) listed below:

Additional **Insured(s)**:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

BODILY INJURY AND PROPERTY DAMAGE EXCLUSION AMENDED

Named Insured			Endorsement Number
Policy Symbol CRL	Policy Number CRL	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY

In consideration of the premium charged, **your** policy is amended as follows:

1. Section 6 - Exclusions, Exclusion A is deleted in its entirety and replaced with the following:

A. alleging, based upon, arising out of, or attributable to:

1. bodily injury to or sickness, disease, mental illness or death of any person (collectively referred to herein as "**Bodily Injury**");
2. physical damage to, loss or destruction of, or loss of use of tangible property (collectively referred to herein as "**Property Damage**");

however, this exclusion does not apply if the **Bodily Injury** or **Property Damage** results from any **Wrongful Act** of an **Insured** in the provision of **Technology Services** or **Technology Products**, provided that:

- (a) such **Wrongful Act** was not the reasonably foreseeable cause of such **Bodily Injury** or **Property Damage**; and
- (b) there is no other insurance policy issued by any insurer applicable to such **Contingent Bodily Injury** or **Property Damage**.

2. The coverage afforded by this endorsement shall be excess of any other valid and collectible insurance (regardless of whether such insurance is maintained by the **Insured** or any third party), and shall apply only to the extent that the amount of **Damages** or **Defense Costs** covered hereunder are in excess of the amount of such other insurance, including without limitation any General Liability Insurance or Property Insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided by this policy.

3. Section 6 – Exclusions, is amended to include the following:

AA. alleging, based upon, arising out of, or attributable to **Bodily Injury** or **Property Damage** arising out of:

1. The ownership, maintenance, use or entrustment to others of any aircraft, auto or watercraft owned or operated by, or rented or loaned to, any **Insured**. Use includes operation and loading or unloading.
2. War, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

BB. alleging, based upon, arising out of, or attributable to **Property Damage**:

1. To property any **Insured** owns, rents or occupies;
2. To premises any **Insured** sells, gives away or abandons;
3. To property loaned to any **Insured**;
4. To personal property in any **Insured's** care, custody or control; or
5. Arising out of a defect, deficiency, inadequacy or dangerous condition in any product manufactured by the **Insured**, or in any product which incorporates the **Insured's** products or services, or in any product associated with the **Insured's Technology Services or Technology Products**.

CC. for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (i) any of the **Insured's** products, or in any products which incorporate the **Insured's** products or services; or
- (ii) products or component parts associated with an **Insured's Technology Services or Technology Products**,

if such product or component part is recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

All other terms and conditions of the policy remain unchanged.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

ENDORSEMENT DELETION

It is agreed that the **Policy** is amended by deleting endorsement number [TITLE OF ENDORSEMENT] in its entirety.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT EXCLUSION

It is agreed that Section 6 - Exclusions is amended by adding the following exclusion:

- alleging, based upon, arising out of, or attributable to any violation of the Health Insurance Portability and Accountability Act ("HIPAA"), any amendments thereto, or any rules or regulations promulgated thereunder, or any similar state, local or foreign laws, or any amendments thereto or any rules or regulations promulgated thereunder;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

INSURANCE AGENT/BROKER EXCLUSION

It is agreed that Section 6 - Exclusions is amended by adding the following:

- alleging, based upon, arising out of, or attributable to the rendering of or failure to render services as an insurance agent or broker;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MEDICAL MALPRACTICE EXCLUSION

It is agreed that Section 6 - Exclusions is amended by adding the following exclusion:

- alleging, based upon, arising out of, or attributable to medical professional malpractice including, but not limited to, the rendering or failure to render medical professional services;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MISCELLANEOUS PROFESSIONAL SERVICES

It is agreed that the **Policy** is amended as follows:

1. The Declarations are amended by adding the following:

Item X. **Professional Services:**_____

2. Section I, Definitions, is amended as follows:

A. The following definition is added:

- **Professional Services** means only those services specified in Item X of the Declarations performed for others by an **Insured**.

B. Subsection W., definition of **Wrongful Act**, is amended by adding the following immediately after lettered paragraph b:

, or

- c. **Professional Services** that the **Insured** renders or fails to render to others for a fee.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

NAMED INSURED AND ADDRESS ENDORSEMENT

It is agreed that Item 1 A of the Declarations is deleted in its entirety and the following is inserted:

Item 1 A. **Named Insured:**

Principal Address:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

NOTICE AMENDED

It is agreed that Section 8 – General Conditions, Subsection C, **Insured's Duties**, is amended by deleting paragraph 1 in its entirety and inserting the following:

1. Give **Us** immediate written notice of such **Claim** once **Damages** or **Defense Costs**, or the combined sum of **Damages** and **Defense Costs**, exceed \$_____, or if the Named Insured's Risk Manager or General Counsel reasonably believes that **Damages** or **Defense Costs**, incurred as a result of such **Claim**, either separately or in sum, could exceed the **Deductible**, but in no event shall written notice of any **Claim** be given later than the end of the **Policy Period**, or any applicable **Extended Reporting Period**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

NOTICE REVISED (FIVE OFFICERS)

It is agreed that Section 8 – General Conditions, Subsection C, **Insured's Duties**, is amended by deleting paragraph 1 thereof in its entirety and inserting the following:

1. Notify **Us** in writing as soon as possible after the Named Insured's Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, General Counsel, Risk Manager, or any of their direct reports first becomes aware of such **Claim**, but in no event shall written notice of any **Claim** be given later than the end of the **Policy Period**, or any applicable **Extended Reporting Period**.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

RECALL EXCLUSION AMENDED (LOSS OF USE CARVEBACK)

It is agreed that Section 6 - Exclusions, Exclusion K, is deleted in its entirety and the following is inserted:

K. alleging, based upon, arising out of, or attributable to any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement or remove the **Insured's** products, including products which incorporate the **Insured's** products or services, from the marketplace; however, this exclusion shall not apply to **Claims** for loss of use that arise out of such withdrawal or recall;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

RELIANCE UPON OTHER CARRIER'S APPLICATION

It is agreed that Section 8 – General Conditions, Subsection I, Representations, is amended by adding the following:

- The **Insurer** has relied upon the statements, representations, warranties (if any) and information contained in the application referenced below (including any materials submitted therewith and attachments submitted thereto, and, if such application is a renewal application, all previous policy applications for which this **Policy** is a renewal or succeeds in time, and any materials submitted therewith and attachments submitted thereto) as being accurate and complete. It is agreed that the Named Insured and the **Insureds** represent to the **Insurer** that the statements, representations, warranties (if any) and information contained in such applications and any such submitted materials and attachments were accurate on the date such statements, representations, warranties (if any) and information were so given. The Named Insured and the **Insureds** hereby reaffirm each and every statement, representation and warranty (if any) made in such applications, materials and attachments to the insurance carrier listed below as accurate as of (EFFECTIVE DATE) as if they were made to the **Insurer** on such date. All such statements, representations, warranties (if any) and information shall be deemed to be material to the acceptance of the risk or hazard assumed by the **Insurer**, are the basis of this **Policy** and are incorporated into and constitute a part of this **Policy**.

TYPE OF APPLICATION:

INSURANCE CARRIER:

DATE SIGNED:

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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Issued By (Name of Insurance Company)			

RETROACTIVE DATE

It is agreed that Item 2 B. of the Declarations is deleted in its entirety and replaced with the following, but solely for **Claims** first made on or after the effective date of this endorsement.

Item . **Retroactive Date** : _____

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective
Issued By (Name of Insurance Company)			

SPECIFIED MATTER EXCLUSION

It is agreed that Section 6 - Exclusions is amended by adding the following exclusion at the end thereof:

- alleging, based upon, arising out of, or attributable to any of the following, or any **Wrongful Act**, fact, circumstance, or situation underlying or alleged therein, or any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged in any of the following would constitute **Interrelated Wrongful Acts**:

[TITLE AND DOCKET NUMBER OF COMPLAINT AND COURT]

ACE Westchester Claim [CLAIM NO]

[TITLE AND DATE OF CONTRACT BETWEEN STAFFING CO. AND INSURED]

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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**TIE-IN OF LIMITS
(COMMON CLAIM)**

It is agreed that Section 5 - Limitations on **Our** Liability And **DEDUCTIBLE** is amended by adding the following:

Notwithstanding anything in this **Policy** to the contrary, in the event any **Claim** is covered, in whole or in part, by this **Policy** and policy number _____, the maximum Limit of Liability of the **Insurer** with respect to coverage for such **Claim** under both policies combined shall be the lesser of _____, or the total remaining aggregate limit of liability of both policies combined as reduced by payments of other **Claims**.

All other terms and conditions of this **Policy** remain unchanged.

Named Insured Signature: _____ Date: _____
(Must be signed by an Officer of the Named Insured)

Print Named Insured Signature: _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

WRONGFUL ACT AMENDED (“FOR A FEE” DELETED)

It is agreed that Section 1 – Definitions, Subsection W, definition of **Wrongful Act**, is amended at paragraph a. by deleting the phrase “for a fee”.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

ANNUAL REINSTATEMENT OF LIMITS ENDORSEMENT

The **Policy** is amended as follows:

1. Section 5 - Limitations On **Our** Liability And **DEDUCTIBLE**, subsection D., **Interrelated Wrongful Acts**, is amended by deleting the phrase "**Policy Period**" wherever it appears in such subsection and replacing it with the phrase "**Policy Year.**"
2. Section 7 - **Extended Reporting Periods** is amended by deleting the first paragraph thereof in its entirety and inserting the following:

Extended Reporting Periods provide additional time in which to report **Claims** that arise from **Wrongful Acts** which occur subsequent to the **Retroactive Date** as shown in Item 2B of the Declarations, but prior to the effective date of cancellation or nonrenewal of the policy . They do not extend the **Policy Period** or **Policy Year** or change the scope of coverage provided by the policy. Once in effect, **Extended Reporting Periods** may not be canceled. The **Extended Reporting Periods** shall be part of and not in addition to the Limits of Liability for the immediately preceding **Policy Year**. The **Extended Reporting Periods** shall not increase or reinstate the Limits of Liability set forth in Item 3 (as amended by this endorsement), which shall be the maximum liability of the **Insurer** for the **Policy Period, Policy Year, and the Extended Reporting Periods, combined.**

3. Section 5 - Limitations On **Our** Liability And **DEDUCTIBLE**, subsection A.2., **Policy Aggregate Limit**, is deleted in its entirety and the following is inserted:

2. Policy Aggregate Limit

Subject to provision 1 directly above, the limits of liability shown in the Declarations as "Policy Aggregate Limit for **Policy Period**" is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period**, or during any applicable **Extended Reporting Period**.

Subject to provision 1 directly above, the limits of liability shown in the Declarations as "Policy Aggregate Limit for each **Policy Year**" is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** (hereinafter, in the singular, "Prior Claim") first made against the **Insureds** and reported to **Us** during the **Policy Year**. Further, any Related Claim made subsequent to a **Policy Year** shall also be subject to the "Policy Aggregate Limit for each **Policy Year**" applicable to such **Policy Year**. The Policy Aggregate

Solely for purposes of the above paragraph, "Related Claim" means any **Claim** arising out of any **Wrongful Act** that, together with any **Wrongful Act** from which a **Prior Claim** arises, constitutes **Interrelated Wrongful Acts**.

4. Section 8 – General Conditions, subsection C, **Insureds’ Duties**, is amended by deleting paragraph 1 thereof and inserting the following:
 1. Notify **Us** in writing as soon as possible during the **Policy Year** in which the **Claim** was first made, or any applicable **Extended Reporting Period**.

5. Item 3. of the Declarations is deleted in its entirety and the following is inserted:

Item 3. Limit of Liability (including **Defense Costs**):

Each "**Wrongful Act**" Limit: \$

Policy Aggregate Limit for
Policy Period: \$

Policy Aggregate Limit for
each **Policy Year:** \$

6. Section 1 – Definitions is amended by adding the following:

- **Policy Year** means the one year period following the inception date of the **Policy Period** set forth on the Declarations, or any subsequent one year anniversary thereof.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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Issued By (Name of Insurance Company)			

**DEFINITION OF TECHNOLOGY SERVICES AMENDED
INFORMATION TECHNOLOGY STAFFING AND PLACEMENT**

It is agreed that Section 1 – Definitions is amended as follows:

(1) Subsection T., definition of **Technology Services** is amended to include the following at the end thereof:

- **Information Technology Staffing and Placement.**

(2) The following definition is added to Section 1 – Definitions:

Information Technology Staffing and Placement means the identification, appraisal and placement of personnel into employment roles and consultation concerning such activities. Such consultation and placement will include either temporary or permanent appointments.

It is further agreed that, solely with respect to the coverage afforded by this endorsement for Information Technology Staffing and Placement services, Section 6 - Exclusions is amended by adding the following exclusions:

- alleging, based upon, arising out of or attributable to the use or misuse of confidential or proprietary information;
- alleging, based upon, arising out of or attributable to commingling or improper use of client’s funds or the inability or failure to pay, collect or safeguard such funds;
- alleging, based upon, arising out of or attributable to the loss of monies, securities or any negotiable instruments transported or conveyed by any employee in his/her duties to a client;
- alleging, based upon, arising out of or attributable to any obligation pursuant to any worker’s compensation, unemployment compensation, unemployment insurance, disability benefits, retirement benefits, or social security benefits law, or any similar law;
- alleging, based upon, arising out of or attributable to any violation of an employee’s rights, failure to provide compensation, perquisites, or benefits to an employee, or any other employment practices violation, including without limitation employment-related misrepresentation; any violation of employment discrimination laws anywhere in the world, including but not limited to violations based on race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, or military status; sexual or unlawful workplace harassment; wrongful deprivation of a career opportunity or wrongful demotion; failure to employ, place for employment, or promote; wrongful discipline; retaliation; negligent evaluation; employment-related libel, slander, defamation,

humiliation, invasion of privacy, or the giving of negative or defamatory statements in connection with an employee reference; and failure to grant tenure;

- alleging, based upon, arising out of or attributable to any leased, supplied, staffed or placed employee's performance or failure to perform services by or on behalf of or at the direction of any client of an **Insured**;
- alleging, based upon, arising out of or attributable to any express warranties or guarantees;

All other terms and conditions of this **Policy** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MANAGEMENT CONSULTANTS ENDORSEMENT

It is agreed that the **Policy** is amended as follows:

1. Section 1 – DEFINITIONS, Subsection T., definition of **Technology Services**, is amended by adding the following subparagraph at the end thereof:
 - **Management Consulting.**

2. Section 1 - DEFINITIONS is amended by adding the following:
 - **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
 - **Denial of Service Attack** means an event that is caused by a third party's malicious activity and that restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
 - **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
 - **Management Consulting** means analyzing management and operating problems associated with the goals, objectives, policies, strategies, administrations, organizations and the principal functional or operating areas of a business, and the recommendation and implementation of practical solutions to these problems.
 - **Insured's Computer System** means a **Computer System** leased, owned, or operated by the **Insured**, or operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
 - **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
 - **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
 - **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.

3. Section 6 - EXCLUSIONS is amended by adding the following exclusions:
 - alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return or interest;
 - alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments;
 - alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;

- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing;
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;
- alleging, based upon, arising out of, or attributable to a failure of **Network Operations Security, Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, a **Denial of Service Attack** against any **Computer System**, any **Breach of Privacy**, or any use of or tampering with data on the **Insured's Websites**
- alleging, based upon, arising out of, or attributable to the introduction of **Malicious Code** to any **Computer System**;
- alleging, based upon, arising out of, or attributable to any policies, procedures, methods, equipment, hardware, firmware, or software for creating, maintaining or managing any secure means for transmitting, receiving or exchanging electronic information using or involving digital certificates, digital signatures, certification authorities, public or private keys or encryption technologies, or any other similar type of technology, however denominated;
- alleging, based upon, arising out of, or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of the **Insured's** cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded;

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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**INTELLECTUAL PROPERTY VIOLATIONS SUB-LIMIT OF LIABILITY
INSURING AGREEMENTS A AND B**

In consideration of an additional premium of \$ _____, it is agreed that the Multiple Insuring Agreements Election Endorsement (Enhanced) attached to this policy is amended by adding the following at the end thereof:

Intellectual Property Violations Sub-Limit

- (1) Section 5 - Limitations On **Our** Liability And **Deductible**, Subsection A, Limits of Liability, is amended by adding the following at the end thereof:

3. Intellectual Property Violations Sub-Limit of Liability

For **Claims** covered under Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability or Insuring Agreement B, **Electronic Media Activities** Liability (specified in the Multiple Insuring Agreement Election Endorsement), and alleging, based upon, arising out, or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, domain name, trademark, trade name, trade dress, **Trade Secret**, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party (hereinafter, "Infringement **Wrongful Acts**"), the maximum amount that **We** will pay for **Damages** and **Defense Costs** arising out of any and all such Infringement **Wrongful Acts** under both Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability and Insuring Agreement B, **Electronic Media Activities** Liability occurring during the **Policy Period** is:

Each "Infringement **Wrongful Act**" Limit: \$ _____

Policy Aggregate Limit: \$ _____

The above Limits of Liability shall be sublimits of liability that are part of and not in addition to the Each **Wrongful Act** Limit and Policy Aggregate Limit specified in the Declarations and shall not increase such Limits of Liability.

- (2) Solely with respect to Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability and Insuring Agreement B, **Electronic Media Activities** Liability (specified in the Multiple Insuring Agreement Election Endorsement), Section 6 – Exclusions of the Policy is amended by deleting Exclusion B in its entirety and replacing it with the following:

1. the validity, invalidity, infringement, violation or misappropriation of any patent;
2. any actual or alleged breach of any confidentiality agreement;

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

MANAGEMENT CONSULTANTS ENDORSEMENT

It is agreed that the **Policy** is amended as follows:

1. Section 1 – DEFINITIONS, Subsection T., definition of **Technology Services**, is amended by adding the following subparagraph at the end thereof:

- **Management Consulting**

provided, however, that the coverage afforded pursuant to this endorsement for **Management Consulting** shall only be afforded to that portion of any **Claim** which is covered under Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability (specified in the Multiple Insuring Agreement Election Endorsement).

2. Solely for purposes of this endorsement, Section 1 - DEFINITIONS is amended by adding the following:

- **Breach of Privacy** means the unauthorized disclosure of sensitive personal or private information stored or otherwise maintained on the **Named Insured's Computer System** onto the **Internet** or otherwise into the public domain.
- **Denial of Service Attack** means an event that is caused by a third party's malicious activity and that restricts or prevents access to an **Internet Website** or other network resource by other third parties authorized to gain access to that **Website** or resource.
- **Malicious Code** means unauthorized and corrupting or harmful software code, including but not limited to computer viruses, Trojan horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs.
- **Management Consulting** means analyzing management and operating problems associated with the goals, objectives, policies, strategies, administrations, organizations and the principal functional or operating areas of a business, and the recommendation and implementation of practical solutions to these problems.
- **Insured's Computer System** means a **Computer System** leased, owned, or operated by the **Insured**, or operated solely for the benefit of the **Insured** by a third party service provider under written contract with the **Insured**.
- **Network Operations Security** means those activities performed by the **Insured**, or by others on behalf of the **Insured**, to protect against **Unauthorized Access** to and the **Unauthorized Use** of the **Insured's Computer System**, or to protect against a **Denial of Service Attack**.
- **Unauthorized Access** means the gaining of access to a **Computer System** by an unauthorized person or persons, or by an authorized person or persons in an unauthorized manner.
- **Unauthorized Use** means the use of a **Computer System** by an unauthorized person or persons or an authorized person in an unauthorized manner.

3. Section 6 - EXCLUSIONS is amended by adding the following exclusions:

- alleging, based upon, arising out of, or attributable to the guaranteeing of the availability of funds or specified rate of return or interest;
- alleging, based upon, arising out of, or attributable to any **Insured** making warranties or guarantees as to the future value of investments;

- alleging, based upon, arising out of, or attributable to loss alleged to have been sustained through fluctuation in the market value of any security;
- alleging, based upon, arising out of, or attributable to the failure of investments to perform as expected or desired;
- alleging, based upon, arising out of, or attributable to the guarantee or warranty of potential sales, earnings, profitability or economic value;
- alleging, based upon, arising out of, or attributable to the failure to secure financing;
- alleging, based upon, arising out of, or attributable to the preparation of pro-forma statements which are the basis of or are used with third parties for the purpose of securing capital through debt, equity creditor or other means;
- alleging, based upon, arising out or attributable to the performance of or failure to perform services as an attorney, accountant or actuary;
- alleging, based upon, arising out of, or attributable to a failure of **Network Operations Security, Unauthorized Access** to or **Unauthorized Use** of the **Insured's Computer System**, a **Denial of Service Attack** against any **Computer System**, any **Breach of Privacy**, or any use of or tampering with data on the **Insured's Websites**
- alleging, based upon, arising out of, or attributable to the introduction of **Malicious Code** to any **Computer System**;
- alleging, based upon, arising out of, or attributable to any policies, procedures, methods, equipment, hardware, firmware, or software for creating, maintaining or managing any secure means for transmitting, receiving or exchanging electronic information using or involving digital certificates, digital signatures, certification authorities, public or private keys or encryption technologies, or any other similar type of technology, however denominated;
- alleging, based upon, arising out of, or attributable to the actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of the **Insured's** cost guarantees, cost representations, contract price, pricing guarantees or estimates of probable costs or cost estimates being exceeded;

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

NUCLEAR EXCLUSION

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Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY

It is agreed that:

1. Section 6 - Exclusions is amended by adding the following:

The **Insurer** shall not be liable for **Damages** or **Defense Costs** on account of, and the insurance afforded by this policy shall not apply to, any **Claim**:

- alleging, based upon, arising out of, or attributable to the hazardous properties of nuclear material, including but not limited to:
 1. nuclear material located at any nuclear facility owned by or operated by or on behalf of, an **Insured**, or discharge or dispersed there from; or
 2. nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 3. the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
 4. that which is insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters, or Nuclear Insurance Association of Canada, or would be **Insured** under any such policy but for its termination or exhaustion of its Limit of Liability; or
 5. **Loss** with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) an **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into the United States of America, or any agency thereof, with any person or organization;

including claims for damages to an **Insured** or its shareholders alleging, based upon arising out of or attributable to directly or indirectly, the hazardous properties of nuclear material.

2. Section 1 - Definitions is amended by adding the following:

- **Hazardous Properties** include radioactive, toxic or explosive properties;

- **Nuclear Material** means **Source Material**, **Special Nuclear Material**, and **Byproduct Material**;
- **Source Material**, **Special Nuclear Material**, and **Byproduct Material** have the meanings set forth in the Atomic Energy Act of 1954 or in law amendatory thereof;
- **Spent Fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- **Waste** means any waste material (i) containing byproduct material and (ii) resulting from the operation by any person or organization of any nuclear facility;
- **Nuclear Facility** means:
 1. any **Nuclear Reactor**,
 2. any equipment or device designed or used for
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing spent fuel, or
 - c. handling, processing or packaging waste,
 3. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of an **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation;
- **Nuclear Reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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			to
Issued By (Name of Insurance Company)			

FUNDS TRANSFER EXCLUSION

It is agreed that Section 6 – Exclusions is amended by adding the following exclusion:

- alleging, based upon, arising out of or attributable to any transfer of funds, monies or securities to or from any natural person or entity;

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
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			to
Issued By (Name of Insurance Company)			

DEFENSE COSTS OUTSIDE THE LIMITS OF LIABILITY

It is agreed that SECTION 5 - LIMITATIONS ON **OUR** LIABILITY AND **DEDUCTIBLE**, Subsection A, Limits of Liability, and Subsection B, **Damages** and **Defense Costs** Included in Limits of Liability, are deleted in their entirety and replaced with the following:

A. Limits of Liability

Regardless of the number of **Insureds** under this policy, the number of **Wrongful Acts**, the number of claimants or **Claims** presented to **Us** or **Suits** brought, or the amount of **Defense Costs** incurred, the most **We** will pay under this policy is as follows:

1. **Each Wrongful Act Limit**

The limit of liability specified in the Declarations as “Each **Wrongful Act**” is the limit of liability for all **Damages** arising out of, or in connection with, the same or **Interrelated Wrongful Acts**.

2. **Policy Aggregate Limit**

Subject to provision 1 directly above, the limit of liability shown in the Declarations as “Policy Aggregate” is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**.

B. **Damages** and **Defense Costs** Not Included in Limits of Liability

All amounts paid as **Damages** with respect to a **Wrongful Act** are subject to the applicable Limits of Liability. All **Defense Costs** with respect to a **Claim** or **Suit** shall not be paid or deducted from the applicable Limits of Liability, provided, however, that the **Our** duty under this policy to provide or pay for defense of a single **Claim** shall cease when the “Each **Wrongful Act**” Limit of Liability specified in the Declarations is exhausted by the **Our** payment of **Damages** for that **Claim**. Further, **Our** duty under this policy to provide or pay for any defense shall cease entirely when the “Policy Aggregate” Limit of Liability specified in the Declarations is exhausted by **Our** payment of **Damages**.

It is further agreed that the Declarations page is amended as follows:

1. By deleting the following phrase from Item 3:

(including **Defense Costs**)

2. By deleting the following sentence:

**THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE
REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.**

All other terms and conditions of this policy remain unchanged.

GENERAL CHANGE ENDORSEMENT

Named Insured		Endorsement Number
Policy Number	Policy Period <p style="text-align: center;">to</p>	Effective Date of Endorsement
Issued By (Name of Insurance Company)		

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY
ERRORS AND OMISSIONS

The policy is amended as indicated below:

- | | |
|---|--|
| 1. <input type="checkbox"/> Named Insured Changed,
as shown below | 5. <input type="checkbox"/> Return Premium Due \$ |
| 2. <input type="checkbox"/> Named Insured Address Changed,
as shown below | a. <input type="checkbox"/> Total Return Taxes \$ |
| 3. <input type="checkbox"/> Limit of Liability to:
Each Wrongful Act Limit \$
Policy Aggregate Limit \$ | b. <input type="checkbox"/> Total Return Surcharges \$ |
| 4. <input type="checkbox"/> Deductible to: \$ | 6. <input type="checkbox"/> Additional Premium Due \$ |
| | a. <input type="checkbox"/> Total Additional Taxes \$ |
| | b. <input type="checkbox"/> Total Additional Surcharges \$ |

All other terms and conditions of the policy remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective
			to
Issued By (Name of Insurance Company)			

POLICY TERRITORY CLAUSE AMENDED

It is agreed that Section 8 – General Conditions, Condition B, Policy Territory, is deleted in its entirety and replaced with the following:

B. Policy Territory

This policy applies to injury arising out of or resulting from **Wrongful Acts** occurring and **Claims** made or brought anywhere in the world. However, for a **Claim** brought in a jurisdiction where **We** may be prevented by law from paying on behalf of, or may be prevented by law or lack of expertise from defending **You, We** will:

1. Indemnify **You** for those sums that **You** become legally obligated to pay as covered **Damages** to which this policy applies; and
2. Reimburse **You** for covered **Defense Costs** in the course of **Your** defense of a covered **Claim** to which this policy applies,

subject to all terms, conditions, limitations and exclusions of the policy and all endorsements thereto (whether any such endorsement precedes or follows this endorsement), including without limitation the provision in Section 3 – Investigation, Settlement And Defense, regarding a settlement recommended by **Us** that is acceptable to the claimant and not agreed to by the **Named Insured**.

Notwithstanding the above, this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance, including, but not limited to, the payment of **Claims**.

If judgment is rendered, settlement is made, or **Defense Costs** are incurred in a currency other than United States of America dollars, payment under this policy shall be made in United States dollars at the rate of exchange appearing in *The Wall Street Journal* on the date that final judgment is rendered, the amount of the settlement is agreed upon, or the **Defense Costs** are incurred, respectively, or if not published on such date, the next date of publication of *The Wall Street Journal*.

All other terms and conditions of this policy remain unchanged.

SERVICE OF SUIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of "suits" upon us is given below. Service of process of "suits" against us may be made upon the following person, or another person we may designate:

Saverio Rocca, Assistant General Counsel
ACE USA Companies
436 Walnut Street – WA04K
Philadelphia, PA 19106

The person named above is authorized and directed to accept service of process on our behalf in any action, "suit" or proceeding instituted against us. If you request, we will give you a written promise that a general appearance will be entered on our behalf if a "suit" is brought.

If you request, we will submit to the jurisdiction of any court of competent jurisdiction. We will accept the final decision of that court or any Appellate Court in the event of an appeal.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as our agent for service of process. In these jurisdictions, we designate the Director of Insurance as our true and lawful attorney upon whom service of process on our behalf may be made. We also authorize the Director of Insurance to mail process received on our behalf to the company person named above.

If you are a resident of Canada, you may also serve "suit" upon us by serving the government official designated by the law of your province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective
			to
Issued By (Name of Insurance Company)			

INTELLECTUAL PROPERTY VIOLATIONS SUB-LIMIT OF LIABILITY

In consideration of an additional premium of \$ _____, it is agreed as follows:

- (1) Section 5 - Limitations On **Our** Liability And **Deductible**, Subsection A, Limits of Liability, is amended by adding the following at the end thereof:

3. Intellectual Property Violations Sub-Limit of Liability

For **Claims** alleging, based upon, arising out, or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, domain name, trademark, trade name, trade dress, **Trade Secret**, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party (hereinafter, "Infringement **Wrongful Acts**"), the maximum amount that **We** will pay for **Damages** and **Defense Costs** arising out of any and all such Infringement **Wrongful Acts** occurring during the **Policy Period** is:

Each "Infringement **Wrongful Act**" Limit: \$ _____

Policy Aggregate Limit: \$ _____

The above Limits of Liability shall be sublimits of liability that are part of and not in addition to the Each **Wrongful Act** Limit and Policy Aggregate Limit specified in the Declarations and shall not increase such Limits of Liability.

- (2) Section 6 – Exclusions of the Policy is amended by deleting Exclusion B in its entirety and replacing it with the following:

1. the validity, invalidity, infringement, violation or misappropriation of any patent;
2. any actual or alleged breach of any confidentiality agreement;

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective
			to
Issued By (Name of Insurance Company)			

**INTELLECTUAL PROPERTY VIOLATIONS SUB-LIMIT OF LIABILITY
INSURING AGREEMENT A**

In consideration of an additional premium of \$ _____, it is agreed that the Multiple Insuring Agreements Election Endorsement (Enhanced) attached to this policy is amended by adding the following at the end thereof:

Intellectual Property Violations Sub-Limit

- (1) Section 5 - Limitations On **Our** Liability And **Deductible**, Subsection A, Limits of Liability, is amended by adding the following at the end thereof:

3. Intellectual Property Violations Sub-Limit of Liability

For **Claims** covered under Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability (specified in the Multiple Insuring Agreement Election Endorsement), and alleging, based upon, arising out, or attributable to the validity, invalidity, infringement, violation or misappropriation of any copyright, domain name, trademark, trade name, trade dress, **Trade Secret**, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party (hereinafter, "Infringement **Wrongful Acts**"), the maximum amount that **We** will pay for **Damages** and **Defense Costs** arising out of any and all such Infringement **Wrongful Acts** occurring during the **Policy Period** is:

Each "Infringement **Wrongful Act**" Limit: \$ _____

Policy Aggregate Limit: \$ _____

The above Limits of Liability shall be sublimits of liability that are part of and not in addition to the Each **Wrongful Act** Limit and Policy Aggregate Limit specified in the Declarations and shall not increase such Limits of Liability.

- (2) Solely with respect to Insuring Agreement A, Technology and **Internet** Errors and Omissions Liability (specified in the Multiple Insuring Agreement Election Endorsement), Section 6 – Exclusions of the Policy is amended by deleting Exclusion B in its entirety and replacing it with the following:

1. the validity, invalidity, infringement, violation or misappropriation of any patent;
2. any actual or alleged breach of any confidentiality agreement;

All other terms and conditions of this Policy remain unchanged.



Arkansas Notice to Policyholders

QUESTIONS ABOUT YOUR INSURANCE?

If You have questions about your insurance, need coverage information, or require assistance in resolving complaints, do not hesitate to contact either your insurance agent, or ACE USA, Customer Service Department, 436 Walnut Street, Philadelphia, PA 19106-3703, telephone 1-800-352-4462.

If you wish to contact the Arkansas Insurance Department, their address and toll-free number are:

Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904
1-800-282-9134

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

AMENDATORY ENDORSEMENT – ARKANSAS

IF THERE IS ANY CONFLICT BETWEEN THE POLICY, OTHER ENDORSEMENTS TO THE POLICY AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

- I. Section 7, **Extended Reporting Periods**, is amended by deleting the first paragraph in its entirety and replacing it with the following:

Extended Reporting Periods provide additional time in which to report **Claims** that arise from **Wrongful Acts** which occur subsequent to the **Retroactive Date** as shown in Item 2B of the Declarations, but prior to the effective date of cancellation or nonrenewal of the policy. They do not extend the **Policy Period** or change the scope of coverage provided by the policy. Once in effect, **Extended Reporting Periods** may not be canceled. The Basic **Extended Reporting Period** shall be part of and not in addition to the Limits of Liability for the immediately preceding **Policy Period**. The Basic **Extended Reporting Period** shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and the Basic **Extended Reporting Periods**, combined.

The Limit of Liability applicable to the Supplemental **Extended Reporting Period**, if elected, shall be the greater of the unexhausted Limit of Liability of the immediately preceding **Policy Period** or 50% of the Limit of Liability of the immediately preceding **Policy Period**

- II. Section 8, General Conditions, Condition M, Nonrenewal, is deleted in its entirety and replaced with the following:

M. Nonrenewal

1. If **We** decide not to renew this policy, **We** will mail to the Named Insured on the Declarations and to the agent or broker of record, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date if it is a policy written for a term of more than one year and with a fixed expiration date.

However, **We** are not required to send this notice if nonrenewal is due to **Your** failure to pay any premium required for renewal.
2. Any notice of nonrenewal will be mailed or delivered, to the Named Insured on the Declarations and to the agent or broker of record, at the last mailing addresses known to **Us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

- III. Section 8, General Conditions, is amended at Condition N, Cancellation, by deleting the following sentences contained in the second paragraph thereof:

We will give **You** this notice at least 30 days before the effective date of cancellation, provided, if **You** fail to pay premium when due or to reimburse **Us** for payment of any portion of a **Deductible**

payable by **You**, **We** may cancel this policy at any time by sending to the Named Insured on the Declarations, written notice at least 10 days prior to the date cancellation is to be effective.

and replacing them with the following:

If **We** cancel for nonpayment of premium, **We** will mail or deliver written notice of cancellation, stating the reason for cancellation, to the Named Insured on the Declarations at least 10 days before the effective date of cancellation. If **We** cancel for any other reason, **We** will mail or deliver notice of cancellation to the Named Insured at least 20 days prior to the effective date of cancellation.

IV. Section 8, General Conditions, is amended at Condition N, Cancellation, by adding the following at the end thereof:

If the policy is cancelled at the request of the Named Insured, **We** will refund 90% of the pro rata unearned premium.

Cancellation of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy that **We** issued, **We** may cancel only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by any **Insured** or with any **Insured's** knowledge in obtaining the policy, continuing the policy or in presenting a **Claim** under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.

All other terms and conditions of this **Policy** remain unchanged.

Authorized Representative

SERFF Tracking Number: PERR-125213124

State: Arkansas

Filing Company: ACE American Insurance Company

State Tracking Number: #101154 \$50

Company Tracking Number: 07-GL-186-F

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1019 Professional Errors & Omissions
Liability

Product Name: 07-GL-186-F

Project Name/Number: 07-GL-186-F/07-GL-186-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125213124 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: #101154 \$50
Company Tracking Number: 07-GL-186-F
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1019 Professional Errors & Omissions Liability
Product Name: 07-GL-186-F
Project Name/Number: 07-GL-186-F/07-GL-186-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/18/2007

Comments:

Attachments:

2007 NAIC PCTD - F.pdf
2007 NAIC FFS.pdf

Satisfied -Name: Filing Memorandum, Form Exhibits and Letter of Authority **Review Status:** Approved 11/18/2007

Comments:

Attachments:

Filing Memo - F.pdf
Appendix A - Hazard Group Side by Side.pdf
Appendix B - Program Changes and Enhancements.pdf
Appendix C - Explanation of Policy Changes to PF-21961.pdf
LOA.pdf
Appendix D - Old New and Form Revisions.pdf

19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
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Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	07-GL-186-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Ace American Insurance Company (“the Company”), we are introducing their new Computer & Technology Products and Services Professional Liability program. Please see the enclosed filing memorandum for details.

The Company respectfully requests that this filing be implemented for all policies on December 8, 2007 or the earliest possible date upon approval/acknowledgement.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 101154
Amount: \$50

Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-GL-186-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-GL-186-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state

01	Computer & Technology Products and Services Professional Liability Insurance Policy	PF-21961 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-5Y23a	Not Available
02	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreement A	PF-22462 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
03	Computer & Technology Products And Services Professional Liability Insurance Policy - Declarations Page	PF-22058 (04/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-5y83a	Not Available
04	ACE American Insurance Company Computer & Technology Products And Services Professional Liability Renewal Shortform Application	PF-22829 (08/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
05	Computer and Technology Products and Services Professional Liability New Business Application	PF-22830 (08/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-10136a	Not Available
06	Computer and Technology Products and Services Professional Liability New Business Application	PF-22435 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
07	Signatures	CC-1K11e (02/06) Ptd. in U.S.A.	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CC-1K11D	Not Available
08	ACE Producer Compensation - Practices & Policies	ALL-20887 (10/06)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	ALL-20887	Not Available
09	Trade or Economic Sanctions Endorsement	ALL-21101 (11-06) Ptd. In U.S.A.	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	ALL-21101 (11-06) Ptd. In U.S.A.	Not Available
10	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	IL P 001 01 04	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	IL P 001 01 04	Not Available
11	Telecommunications Endorsement	PF-21960 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
12	Multiple Insuring Agreement Election Endorsement (Standard)	PF-21962 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #			07-GL-186-F	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)			07-GL-186-R	
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
13	Multiple Insuring Agreement Election Endorsement (Enhanced)	PF-21963 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
14	Additional Insured (Vicarious Liability)	PF-21984 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-8X31c	Not Available
15	Additional Insured	PF-21985 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-3X27a	Not Available
16	Bodily Injury and Property Damage Exclusion Amended	PF-21987 (06/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-8X23c	Not Available
17	Endorsement Deletion	PF-21988 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
18	Health Insurance Portability and Accountability Act Exclusion	PF-21989 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-16673	Not Available
19	Insurance Agent/Broker Exclusion	PF-21990 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
20	Medical Malpractice Exclusion	PF-21991 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-16673	Not Available
21	Miscellaneous Professional Services Endorsement	PF-21992 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
22	Named Insured and Address Endorsement	PF-21993 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-1Y17c	Not Available
23	Notice Amended	PF-21994 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
24	Notice Revised (Five Officers)	PF-21995 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
25	Recall Exclusion Amended (Loss of Use Carveback)	PF-21996 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available

FORM FILING SCHEDULE (Continued)

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #			07-GL-186-F	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)			07-GL-186-R	
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
26	Reliance Upon Other Carrier's Application	PF-21997 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
27	Retroactive date	PF-21999 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-1Y10a	Not Available
28	Specified Matter Exclusion	PF-22000 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
29	Tie-In Limits (Common Claim)	PF-22001 (05/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-18749	Not Available
30	Wrongful Act Amended ("For a Fee" Deleted)	PF-22002 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
31	Annual Reinstatement of Limits Endorsement	PF-22003 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
32	Definition of Technology Services Amended, Information Technology Staffing and Placement	PF-22432 (05/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
33	Management Consultants Endorsement	PF-22433 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
34	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreements A and B	PF-22461 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
35	Management Consultants Endorsement	PF-22463 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
36	Nuclear Exclusion	PF-22465 (06/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-7W34a	Not Available
37	Fund Transfer Exclusion	PF-22467 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available
38	Defense Costs Outside The Limits Of Liability	PF-22470 (06/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		Not Available

FORM FILING SCHEDULE *(Continued)*

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	07-GL-186-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-GL-186-R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state

39	General Change Endorsement	PF-22494 (07/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-1Y17c	Not Available
40	Extended Reporting Period Endorsement	PF-22502 (07/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-1Y12a	Not Available
41	Policy Territory Clause Amended	PF-22519 (08/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-WWEND	Not Available
42	Service of Suit Endorsement	XS-1U96d (02/2006)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	XS-1U96c (5/00)	Not Available
43	Intellectual Property Violations Sub-Limit of Liability	PF-22460 (06/07)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	PF-8X22b	Not Available
44			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
45			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
46			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
47			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
48			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
49			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
50			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
51			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

ACE American Insurance Company

**FILING REVISION – FORMS
Computer and Technology Products & Services Professional Liability**

Filing Memorandum

With this forms filing revision, ACE American Insurance Company (the “Company”) is proposing to revise the “Computer and Technology Products & Services Professional Liability Program” filed under the Other Liability line of business (Errors & Omissions sub-line). Also note that a corresponding rate/rule filing revision has been sent in conjunction with this filing under a separate cover. Any premium impacts these changes may have are addressed in the corresponding rate/rule filing.

The Company is proposing to revise the “Computer and Technology Products & Services Professional Liability Program” forms and endorsements. The attached Appendix B shows the main coverage changes between the current and proposed policy forms and also shows the main services, which are not changing with this filing. In addition, the Company is adding some additional enhancements to the policy and also offering multiple new optional enhancements. Please see the attached Appendix D for details on which endorsements are new, which are changing and the changes made to each endorsement. Also attached is Appendix C which highlights in red the changes to the policy form in detail. This exhibit shows old versus new sections along with revised sections of the policy form. Any rate level impacts associated with these changes have been taken into consideration in the section above.

HAZARD	NEW FORM RATINGS	OLD FORM RATINGS
Class 1	Computer Hardware Re-Sales IT Training & Education Off-the-shelf Software Re-Sales Technical Writing Records Management/Retrieval	Hardware Reseller Training & Education Packaged Software Reseller Back-up Services/Archiving Records Management/Retrieval
Class 2	Network Design & Administration Software Installation & Maintenance Computer Hardware Installation & Maintenance Telephone System Installation System Design / Engineering Automation/Word Processing Advertising Services & Graphic Design Imaging Services ISP- Internet Service Provider	LAN/WAN Administration Hardware/Software Maintenance Equipment Evaluation & Selection Administration Hardware/Software Installation Graphic Presentation Material Imaging Services Internet - Access Provider
Class 3	Telecommunication Consulting Database Design/Management Data Intelligence & Data Mining Business Application Software Development Office Automation ERP/CRM Implementation & Maintenance Content/Search Services/FTP Static Web Design, Development Internet Media Service E-commerce / E-Tail Web Design Implement OTS Firewall & Anti-Virus Software Temporary IT Staffing and Placement IT Project Management & Consulting	Telecommunication Consulting Software Database Management System Maintenance Internet - Search Engine Internet - Content Provider Internet - FTP Site Internet - Design of Web Pages Internet - Electronic Bulletin Board Internet - Commercial On-Line Service Site Operations
Class 4	Accounting/Financial/Payroll (no funds transfer) Application Service Provider VOIP Service Provider Webcasting / Online Forums Web Hosting HIPAA & SOX IT Auditing Disaster Recovery Services Medical Office Systems & Billing Computer Aided Design (Non-structural) Telecom Switching System Software	Software Accounting/Financial (Non-fund Transfer) Software - Payroll EDP Audits/Feasibility Studies/Needs Evaluation Software/Hardware - Computer Aided Design (Non-structural)
Class 5	Computer Security Software Development Medical Records Management & Retrieval Real Time Network Monitoring Data Restoration	Computer Security Software/Hardware - Medical Management (Non-diagnostic)
Class 6	Computer Aided Design (Structural) Manufacturing Systems (Robotics, PLC, CAM) Medical Diagnostic & Patient Monitoring Funds Transfer Software (EFT, Securities Tradgln, Clearing & Settlement) Scientific and Technical Systems	Software/Hardware - Computer Aided Design (Structural) Software/Hardware - Computer Aided Manufacturing Software/Hardware - Medical Management (Diagnostic) Software - Financial (Fund Transfer) Software / Hardware - Scientific and Technical

Coverage	Current Form	Proposed Form
Basic Computer & Technology Products & Services	No Changes	No Changes
Computer Virus detection	Optional	Inclusive in form
Intellectual Property sub limit of \$250,000	Optional	Optional up to \$1M sub limit
Miscellaneous Professional Services	No Changes	No Changes
Personal Injury	Optional	Inclusive in form
Information Technology Staffing & Placement	No Changes	No Changes
Services	Current Form	Proposed Form
Web Services	No Changes	No Changes
System Analysis	No Changes	No Changes
System Integration	No Changes	No Changes
Electronic Data Processing	No Changes	No Changes
Database Management	No Changes	No Changes
Internet Services Provider	No Changes	No Changes
Reselling Hardware & Software	No Changes	No Changes

Inclusive New Enhancements

Innocent Insured
 Broad Definition of Technology Products & Services: now includes independent contractors and subsidiaries

Optional New Enhancements

Electronic Media Activities
 Defense outside the Limits
 Internet Errors and Omission

Buyback Additional Coverage Enhancements/ Optionals
 Multiple Insuring Agreement Election Endorsements: Tech E&O with Network Security Coverage's (Enhanced)
Provides the following coverage options:

- A. Technology and Internet
- B. Electronic Media
- C. Network Operations Security

1. Enhanced Version of Multiple Insuring Agreement Endorsement: Form Number 21963 (4/07)

(The enhanced version should not be used for any bank or other entity with funds transfer exposure, as it does not contain a funds transfer exclusion.)

The enhanced version is different from the standard version in that it contains the following enhancements:

- (a) It does not contain a funds transfer exclusion. Standard version does.
- (b) Regarding the Network Operations Security coverage, it contains the broader definitions of Unauthorized Use and Unauthorized Access – those definitions include unauthorized use by authorized person, as well as unauthorized use by an unauthorized person. The standard version's definitions only include unauthorized use by an unauthorized person.
- (c) Regarding the Network Operations Security coverage, enhanced version carves out from the fraud/crime exclusion, meaning the exclusion will not apply to, acts not committed by, or with knowledge of principals/partners/directors or officers. The standard version does not contain this carve out, and so all acts of fraud/crimes committed by, or with the knowledge of, etc., any insured will be excluded.

2. Standard Version of Multiple Insuring Agreement Endorsement: Form Number 21962 (4/07).

The intent is to use this endorsement for all banks and other entities with funds transfer exposure, as well as any other accounts you feel may not warrant the enhancements contained in the enhanced version. Such funds transfer exposure is primarily related to the Network Operations Security coverage (although the exclusion applies to all coverages). The idea being, we'll cover breaches of the insured's computer systems (subject to all terms, limitations and conditions), but we will not cover any unauthorized funds transfers resulting from such a breach. This version is within your authority and in those states in which the new filing has been filed and state approved, you can transition to the new form at renewal.

3. IT Staffing Agency Coverage: We have two scenarios which we need to provide coverage for:

- a) Covering individuals who are obtained by the Insured from a third party and then sent to do job on behalf of the insured. definition of "Insured" in the policy includes independent contractors who are natural persons engaged by or on behalf of the Named Insured or a **Subsidiary** pursuant to a written contract, but only with respect to the commission of a **Wrongful Act** within the scope of such person's duties performed on behalf of the Named Insured and only to the extent that such person is acting under the direction and control of the Named Insured or a **Subsidiary**.
- b) Information Technology Staffing and Placement: Form Number: PF22432 (5/07)
 Covering an insured that acts as a staffing agency

4. Intellectual Property Coverage: We have three versions of this endorsement.

- **Form Number PF 22460(06/07)** to be used when only offering Technology Product and services coverage.(i.e, when not offering a Mult. Ins. Agmt. End.)
- **Form Number PF-22461 (6/07)** to be used when using the enhanced or standard version of the **Multiple Insuring Agreement Endorsement** and providing coverage for **insuring Agreements A and B**.
- **Form Number PF-22462 (6/07)** to be used when using the enhanced or standard version of the **Multiple Insuring Agreement Endorsement** and providing coverage for **Insuring Agreement A** only.

The endorsement provides a sub-limit for Claims alleging, arising out of the validity, invalidity, infringement, violation or misappropriation of any copyright, domain name, **Trade Secret**, service mark, etc. The endorsement thus deletes the IP exclusion, except for infringement/violations of patents.

5. Management Consultants Endorsements: There are two versions of this endorsement that are to be used as follows:

- a) **Form Number 22463 (6/07)** to be used when not utilizing the Multiple Insuring Agreement Endorsement, enhanced or standard, and providing coverage for **Insuring Agreement A** only.
- b) **Form Number PF-22433 (6/07)** to be used when not using the Multiple Insuring Agreement endorsements.

Note, because we are only willing to offer coverage for Management Consulting with respect to the Computer and Technology Products and Services Coverage, PF-22463 states that the coverage only applies to Insuring Agreement A.



COMPUTER & TECHNOLOGY PRODUCTS AND SERVICES PROFESSIONAL LIABILITY INSURANCE POLICY

IMPORTANT NOTICE

PLEASE READ THIS POLICY IN ITS ENTIRETY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES.

Throughout this policy the words “**You**” and “**Your**” refer to the Named Insured indicated by Item 1 of the Declarations. The words “**We**”, “**Us**” and “**Our**” refer to the Company providing the insurance. Other words and phrases that appear in bold print have special meaning. Refer to SECTION 1 -- DEFINITIONS.

THIS POLICY IS WRITTEN ON A “**CLAIMS-MADE-AND-REPORTED**” BASIS AND PROVIDES PROFESSIONAL LIABILITY COVERAGE FOR THOSE **CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO US WHILE THIS POLICY IS IN FORCE AND WHICH ARE THE RESULT OF WRONGFUL ACTS OCCURRING ON OR AFTER THE RETROACTIVE DATE AND PRIOR TO THE END OF THE POLICY PERIOD STATED IN THE DECLARATIONS. THIS POLICY INCLUDES COSTS OF DEFENSE WITHIN THE LIMITS OF LIABILITY. THE LIMITS OF LIABILITY AVAILABLE TO PAY JUDGMENTS, AWARDS OR SETTLEMENTS WILL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS DEFINED IN THE POLICY.**

In consideration of the payment of the premium and any **Deductible** amount due on this policy, in reliance upon the information and statements contained in the **Application** for insurance, and subject to all of the terms and conditions of this policy, including, without limitation, the Limits of Liability and Exclusions, **We** agree to provide **You** with the insurance coverage described herein. In return, **You** agree to pay the premium and any **Deductible** payable and each **Insured** agrees: (1) to perform each duty the **Insured** has under this policy; and (2) that this policy contains all agreements relating to this insurance.

SECTION 1 – DEFINITIONS

New A. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such **Applications**, attachments, information and materials are deemed attached to and incorporated into this policy.

Amended

OLD:

Claims means a written notice or demand, received by you seeking damages, including the serving of a suit or receipt of notification of arbitration

NEW

Claim means:

1. any written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. a civil proceeding against the **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. an arbitration proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief;
4. a **Suit**,

including any appeal therefrom.

NEW

A. **Computer System** means computer hardware, software, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and electronic backup facilities.

D. **Computer & Technology Products and Services** means **Technology Products** and/or **Technology**

Services.

- E. **Coverage Period** means the period of time beginning with the applicable **Retroactive Date** for the **Insured**, as stated in Item 2B of the Declarations or an endorsement to this policy, and ending with the expiration of the **Policy Period**.
- F. **Damages** means a monetary judgment, award or settlement. **Damages** does not include: (1) civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; (2) punitive, exemplary or **multiple damages**, including double or treble damages or any damages in excess of actual **Damages**; (3) taxes; (4) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief; (4) penalties of any nature, however denominated, arising by contract; (5) the restitution of consideration or expense paid to an **Insured** for **Computer & Technology Products And Services** rendered or which should have been rendered, or re-performance of services by the **Insured** or under the **Insured's** supervision; (6) disputed fees, or any actual or alleged personal profit or advantage to which an **Insured** was not legally entitled; (7) judgments or awards arising from acts or omissions deemed uninsurable by law; and (8) any amounts other than those intended solely to compensate for a loss caused by a **Wrongful Act**.

OLD:

Retention means the “Each **Wrongful Act Retention**” amount, if any, as specified in item 6 of the declarations.

NEW:

- G. **Deductible** means the “Each **Wrongful Act Deductible**” amount, if any, specified in Item 6 of the Declarations.

OLD:

Damages means a monetary judgment, award or settlement. **Damages** do not include: (1) civil or criminal fines, sanctions or penalties, whether imposed pursuant to statute or otherwise; (2) punitive or exemplary damages, including double or treble damages or any damages in excess of actual **damages**; (3) judgments or awards arising from acts or omissions deemed uninsurable by law; (4) the restitution of consideration or expense paid to **you** for **computer & technology products and services** rendered or which should have been rendered; or (5) disputed fees, or any actual or alleged personal profit or advantage to which **you** were not legally entitled.

NEW

- H. **Defense Costs** means the reasonable and necessary costs to investigate, defend or appeal a **Claim** or **Suit** incurred by **Us** or by an **Insured** at **Our** request and with **Our** prior written consent. It includes attorneys' fees, expert fees and all other costs and expenses related to the investigation, settlement, defense or appeal of a **Claim** or **Suit**, including those payments set forth in SECTION 4 - OTHER PAYMENTS, subsection 1, but it does not include the wages or salaries of **Your** employees or officers, except as provided in SECTION 4 - OTHER PAYMENTS, subsection 1.
- I. **Extended Reporting Period** refers to either Basic **Extended Reporting Period** and/or Supplemental **Extended Reporting Period** referred to in SECTION 7 - **EXTENDED REPORTING PERIODS**.

OLD:

Insured means **you** or any other person or organization endorsed to this policy as “Named Insured”; any present or former partner, officer, director, shareholder, stockholder or employee of the Named Insured, solely while acting on behalf of the Named Insured while providing **computer & technology products and services**; and the estate, heirs, executors, administrators or legal representatives of any **insured** in the event of such **insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **insured** would otherwise be provided coverage under the policy.

NEW

J. Insured means:

1. Named Insured (“**You**”) or any other person or organization first specified in Item 1A of the Declarations or endorsed to this policy; or
2. **Subsidiaries** of the Named Insured, but only if they are listed on the **Application** for this policy, and only with respect to **Wrongful Acts** which occur while they are a **Subsidiary**;
3. any present, past or future owner, principal, partner, officer, director, manager or member of the board of managers or equivalent executives of a limited liability company, stockholder, trustee or employee, including part-time, seasonal and temporary employees, of the Named Insured, but only with respect to the commission of a **Wrongful Act** committed while providing **Computer & Technology Products and Services** on behalf of the Named Insured.
4. any estate, heirs, executors, administrators or legal representatives of an **Insured** in the event of such **Insured’s** death, incapacity, insolvency, or bankruptcy, but only for the **Wrongful Acts** of such **Insured** and only to the extent that such **Insured** would otherwise be provided coverage under the policy.

NEW

5. any independent contractor of the Named Insured who is a natural persons and who is engaged by or on behalf of the Named Insured or a **Subsidiary** pursuant to a written contract, but only with respect to the commission of a **Wrongful Act** within the scope of such person’s duties performed on behalf of the Named Insured and only to the extent that such person is acting under the direction and control of the Named Insured or a **Subsidiary**.

K. Insurer (as do the terms “**We**”, “**Us**” and “**Our**”) means the insurance company providing this insurance.

NEW

L. Internet means the worldwide public network of computers which enables the transmission of electronic data and which includes intranets, extranets and virtual private networks.

M. Interrelated Wrongful Acts means **Wrongful Acts** which have as a common nexus any fact, circumstance, situation, event, transaction or series of continuous or repeated acts, events, situations, or transactions.

N. Personal Injury means injury, other than bodily injury, including mental or emotional distress or humiliation, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment, or malicious prosecution;
2. the publication or utterance of libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right to privacy;
3. wrongful entry or eviction, or other invasion of the right of private occupancy.

NEW

Personal Injury does not include injury arising out of one or more of the following offenses:

1. harassment;
2. discrimination because of age, color, race, sex, sexual preference, creed, national origin, ancestry, physical or mental handicap, marital status or pregnancy.

O. Policy Period means the period of time between the inception date shown in the Declarations of this policy under Item 2A, and the date this policy expires or is canceled; provided, in the case of a particular **Insured**, **Policy Period** means the period of time between the inception of coverage under this policy with respect to that **Insured** and the date this policy expires, is canceled or otherwise terminates with respect to that **Insured**. **Policy Period** does not include any **Extended Reporting Period** or any policy period of which this is a renewal or which may succeed this policy in time.

P. Retroactive Date means the date specified in item 2B of the Declarations.

NEW

- Q. **Subsidiary** means any entity that is not formed as a partnership or joint venture of which the **Named Insured** owns or has the right to vote more than 50% of the outstanding voting securities representing the present right to vote for election of directors, or the managers or members of the board of managers or equivalent executives of a limited liability company, on or before the inception date of the policy, either directly or indirectly, in any combination, by one or more other **Subsidiaries**.
- R. **Suit** means a civil legal proceeding, including arbitration, brought against an **Insured** seeking **Damages**. It does not include criminal legal proceedings, legal or administrative proceedings seeking equitable relief (including, without limitation, injunctions or specific performance), or legal proceedings brought by a governmental or regulatory entity including, without limitation, those seeking fines, penalties, taxes or suspension or revocation of license, registration, membership or other operating authority.

NEW

- S. **Technology Products** means computer, telecommunications or hardware, software, measurement, middleware, network servers, storage and peripherals, tools or related electronic equipment, devices, instruments, integrated circuits, circuit boards, computer chips, central processor units, memory chips and motherboards including the design, development, manufacturing, distribution, licensing, leasing, sale, installation, repair or maintenance thereof.
- T. **Technology Services** means:
1. information technology project management and consulting, and information systems or network analysis, design, programming or integration;
 2. database design and the caching, collecting, compiling, processing, mining, or recording or analysis of data;
 3. information system outsourcing;
 4. information technology training and education;
 5. **Website** design, programming or maintenance;
 6. information system or **Website** hosting;
 7. computer or telecommunications network design, maintenance, analysis, security; and
 8. computer or telecommunications hardware installation or repair.

NEW

- U. **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.
- V. **Website** means the software, content and other materials accessible via the **Internet** at a designated Uniform Resource Locator address.

OLD

Wrongful act means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, or other negligent act done or attempted by **you** in the provision of **computer & technology products and services**, or by any person for whose acts **you** are legally responsible. Any such **wrongful act**, together with any **interrelated wrongful acts**, shall:

- (a) be considered one **wrongful act** for purposes of the application of **our** Limits of Liability and the **retention** set forth in the Declarations.
- (b) be deemed to have occurred on the date on which the earliest of such **wrongful acts** commences.
- (c) not be subject to the application of **our** Limits of Liability under any policy of which this is a renewal or which may succeed this policy in time.

NEW

- W. Wrongful Act** means any actual or alleged negligent breach of duty, error, misstatement, misrepresentation, omission, **Personal Injury** or other negligent act done or attempted by an **Insured**, or by any person for whose acts the **Insured** is legally responsible, in the provision of:
- a. **Technology Services** to others for a fee, or
 - b. **Technology Products**, but only in conjunction with the **Insured's** provision of **Technology Services** to others for a fee.

OLD

SECTION 2— COVERAGE AGREEMENTS

We will pay on **your** behalf all sums in excess of the **retention** which **you** shall become legally obligated to pay as **damages** or **defense costs** because of a **wrongful act** to which this policy applies committed by **you**, or by any person for whose acts **you** are legally responsible but only if the **wrongful act**:

1. arises solely out of, or in connection with, the providing of **computer & technology products and services**;
2. first occurs during the **coverage period**; and
3. results in a **claim** for **damages** which is first presented to **us** during the **policy period** or,
 - a. is first made against you and is then presented to us no later than sixty days immediately following the effective date of cancellation or nonrenewal;
 - b. in the event **you** purchase a Supplemental Extended Reporting Period in accordance with applicable terms and conditions of the policy, is first made against **you** and is then presented to **us** within the Supplemental Extended Reporting Period.

In the event **you** become aware of a specific **wrongful act** which **you** reasonably believe may become the source of a **claim** or **suit**, and **you** notify **us** in writing as soon as practicable after **you** become aware of the **wrongful act**, then for the purposes of this policy, should a **claim** or **suit** arise out of the specific **wrongful act** reported to **us**, **we** shall consider such **claim** to have been made on the date **we** were first notified

NEW

SECTION 2 - COVERAGE AGREEMENT

We will pay on behalf of the **Insured** all sums in excess of the **Deductible** which the **Insured** shall become legally obligated to pay as **Damages** or **Defense Costs** because of a **Wrongful Act** to which this policy applies committed by the **Insured**, or by any person for whose acts the **Insured** is legally responsible, but only if the **Wrongful Act**:

1. first occurs during the **Coverage Period**; and
2. results in a **Claim** for **Damages** which is first made against the **Insured** and reported to **Us** during the **Policy Period**, or any applicable **Extended Reporting Period**, pursuant to the terms of this policy.

SECTION 3 - INVESTIGATION, SETTLEMENT AND DEFENSE

We have the right and duty to defend, as part of the applicable Limits of Liability hereunder, any **Suit** brought against an **Insured** because of a **Wrongful Act** to which this policy applies and which seeks **Damages** which are payable under the terms of this policy, even if any of the allegations of the **Suit** are groundless, false, or fraudulent. **We** will choose the lawyer to defend any such **Suit**. If an arbitration proceeding is brought with respect to a **Suit**, **We** will exercise all of the **Insured's** rights in the choice of arbitrators and the conduct of the proceedings. **We** will investigate any **Claim** as **We** feel appropriate. **We** will not settle any **Claim** without the Named Insured's consent. If **We** recommend a settlement to the Named Insured which is acceptable to the claimant and the Named Insured does not agree, **Our** Limit of Liability shall not exceed the total of the amount for which the **Claim** could have been settled plus the amount of **Defense Costs** up to the time **We** made the recommendation.

Our duty to defend any **Claim** or to pay **Damage** and **Defense Costs** relating thereto, ends after **We** have paid **Our** applicable Limit of Liability as set forth in SECTION 5 of this policy. If the applicable Limit of Liability

is exhausted prior to the final resolution of any pending **Suit** against the **Insured**, **We** shall have the right to withdraw from any further defense thereof by tendering control of the defense of said **Suit** to the Named Insured.

SECTION 4 - OTHER PAYMENTS

1. With respect to such insurance as is afforded by this policy, **We** will pay, as part of the applicable Limits of Liability under SECTION 5 of this policy, the following:
 - a. all reasonable and related costs taxed against the **Insured** in any **Suit** defended by **Us** and all interest required to be paid on the entire amount of any judgment therein which does not exceed the applicable Limits of Liability hereunder and which accrue after judgment is entered in said **Suit** and before **We** have paid or deposited in court such part of such judgment as does not exceed the applicable Limits of Liability hereunder;
 - b. premiums on bonds to release attachments in any such **Suit** but **We** shall have no obligation to apply for or furnish or provide collateral for any such bonds;
 - c. premiums on appeals bonds in any such **Suit** which may be required, in **Our** sole judgment, but **We** shall have no obligation to apply for or furnish or provide collateral for any such bonds; and
 - d. reasonable expenses, including up to \$250 per day, \$5,000 per **Claim** for **Your** loss of earnings or wages, or the loss of earnings or wages of **Your** employees or officers, incurred by **You** or **Your** employees at **Our** request in assisting **Us** in the investigation or defense of any **Claim** or **Suit**.
2. With respect to such insurance as is afforded by this policy, **We** will pay, in addition to the applicable Limits of Liability set forth in SECTION 5 of this policy, all costs and expenses incurred by **Us** other than **Defense Costs** or the expenses set forth in SECTION 4 - OTHER PAYMENTS, subsection 1.

SECTION 5 - LIMITATIONS ON OUR LIABILITY AND DEDUCTIBLE

A. Limits of Liability

Regardless of the number of **Insureds** under this policy, the number of **Wrongful Acts**, the number of claimants or **Claims** presented to **Us** or **Suits** brought, or the amount of **Defense Costs** incurred, the most **We** will pay under this policy is as follows:

1. **Each Wrongful Act Limit**

The limit of liability specified in the Declarations as “Each **Wrongful Act**” is the limit of liability for all **Damages** and **Defense Costs** arising out of, or in connection with, the same or **Interrelated Wrongful Acts**.

2. **Policy Aggregate Limit**

Subject to provision 1 directly above, the limit of liability shown in the Declarations as “Policy Aggregate” is the most **We** will pay for or on behalf of all **Insureds** under this policy for all **Damages** and **Defense Costs** combined for all **Claims** made against the **Insureds** and reported to **Us** during the **Policy Period** or any applicable **Extended Reporting Period**.

B. Damages and Defense Costs Included in Limits of Liability

All amounts paid with respect to a **Wrongful Act**, including amounts paid as **Damages** and amounts paid as **Defense Costs**, are subject to the applicable Limits of Liability. All **Defense Costs** with respect to a **Claim** or **Suit** shall be paid and deducted from the applicable Limits of Liability, and the difference between such Limits of Liability and the **Defense Costs**, if any, shall be the amount available to pay **Damages** incurred in connection with such **Claim** or **Suit**.

C. Deductible

The Limit of Liability stated in the Declarations as applying to “Each **Wrongful Act**” is in excess of the “Each **Wrongful Act Deductible**” amount, if any, stated in Item 6 of the Declarations. **You** shall pay all **Damages** and **Defense Costs**, up to the amount of the **Deductible**, with respect to **Claims** arising out of each **Wrongful Act** or **Interrelated Wrongful Acts**. The **Deductible** amount shall first be applied to the

payment of **Defense Costs**. If **We** so request, **You** shall make direct payment within the **Deductible** amount to appropriate other parties. **We** will only be liable for and will only pay **Damages** and **Defense Costs** with respect to each **Wrongful Act** which exceeds the **Deductible**.

D. Interrelated Wrongful Acts

All **Claims** for **Damages** and related **Defense Costs** which arise out of a single **Wrongful Act**, together with any **Interrelated Wrongful Acts**, will be considered to have arisen out of a single **Wrongful Act** and such **Claims** will be subject to the Each **Wrongful Act** Limit of Liability and **Deductible** as set forth in the Declarations. Such **Wrongful Act**, together with any **Interrelated Wrongful Acts**, will be deemed to have occurred on the date on which the earliest of such **Wrongful Acts** commences. If a **Wrongful Act** commences, or **Interrelated Wrongful Acts** commence, prior to the applicable **Retroactive Date**, there shall be no coverage under this policy for the **Insured** for any of such **Wrongful Acts** or **Interrelated Wrongful Acts**, even if some of those **Wrongful Acts** or **Interrelated Wrongful Acts** occur after the **Retroactive Date** and before the end of the **Policy Period**.

SECTION 6 - EXCLUSIONS

The **Insurer** shall not be liable for **Damages** or **Defense Costs** on account of, and the insurance afforded by this policy shall not apply to, any **Claim**:

OLD:

claims arising out of

NEW

A. alleging, based upon, arising out of, or attributable to:

1. bodily injury to or sickness, disease, mental illness or death of any person;
2. physical damage to, loss or destruction of, or loss of use of tangible property;

OLD

claims arising out of any actual or alleged infringement of patent, copyright, trademark, trade name, trade dress, trade secret, or other intellectual property.

NEW

B. alleging, based upon, arising out of, or attributable to:

1. the validity, invalidity, infringement, violation or misappropriation of any patent, copyright, domain name, trademark, trade name, trade dress, **Trade Secret**, service mark, service name, title, slogan or other intellectual property of any third party; or plagiarism, piracy or misappropriation of ideas of any third party;
2. any actual or alleged breach of any confidentiality agreement;

OLD

claims alleging fraud, dishonesty, criminal or malicious **wrongful acts**, however, we will reimburse you for all amounts which would have been collectible under this policy if such allegations are not subsequently proven.

NEW

- C. alleging, based upon, arising out of, or attributable to fraud or dishonesty, or criminal or malicious **Wrongful Acts**; provided, however, this exclusion shall not apply to **Defense Costs** or the **Insurer's** duty to defend any such **Claim** until there is a judgment against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by the **Insured**, at which time the **Insured** shall reimburse the **Insurer** for any **Defense Costs** paid by the **Insurer**;
- D. brought or maintained by, on behalf of, or in the right of any **Insured**, or any person or entity for whom or which an **Insured** is legally responsible;

- E. alleging, based upon, arising out of, or attributable to any liability an **Insured** assumes under any contract or agreement, whether written or oral; but this does not apply to liability the **Insured** would have even in the absence of such contract or agreement;
- F. alleging, based upon, arising out of, or attributable to the performance or failure to perform services for any person or entity;
 - 1. which is owned or controlled by an **Insured**; or
 - 2. which owns or controls any **Insured**; or
 - 3. which is affiliated with an **Insured** through any common ownership or control; or
 - 4. in which any **Insured** is a director, officer, partner or principal stockholder;
- G. alleging, based upon, arising out of, or attributable to any violation of the Securities Act of 1933 as amended; the Securities Exchange Act of 1934 as amended; the Investment Company Act of 1940; the Investment Advisors Act; the Employee Retirement Income Security Act of 1974 as amended; any State Blue Sky Securities Law, or any similar federal, state or foreign law, or any regulation or order issued pursuant thereto;
- H. alleging, based upon, arising out of, or attributable to the insolvency or bankruptcy of any **Insured**;
- I. alleging, based upon, arising out of, or attributable to pollution, however caused. Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water. **We** shall have no duty to defend any **Suit** arising out of or in any way related to pollution;
- J. alleging, based upon, arising out of, or attributable to asbestos or asbestos-containing materials;

OLD

claims arising out of the withdrawal, recall, replacement or correction of defects or deficiencies in products sold by **you** or on **your** behalf, or in work or services performed by **you** or on **your** behalf, or of any property, work or services of which **your** product, work or services form a part.

NEW

- K. alleging, based upon, arising out of, or attributable to any costs or expenses incurred by any **Insured** or others to recall, repair, replace, upgrade, supplement or remove the **Insured's** products, including products which incorporate the **Insured's** products or services, from the marketplace;
- L. alleging, based upon, arising out of, or attributable to any guarantee of or the exceeding of cost estimates or estimates of probable cost;

OLD

Claims arising out of mechanical or electrical failure, including any electrical power interruption, surge, brownout or blackout.

NEW

- M. alleging, based upon, arising out of, or attributable to any electrical or mechanical failures or interruption, including but not limited to any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, **Internet**, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, **Internet**, cable or telecommunications infrastructure under the **Insured's** operational control which are a result of the **Insured's Wrongful Act**;
- N. alleging, based upon, arising out of, or attributable to wear, tear or gradual deterioration of any product or component part sold by an **Insured** or on an **Insured's** behalf;
- O. alleging, based upon, arising out of, or attributable to:
 - 1. the violation of any antitrust statute or law;
 - 2. restraint of trade;

- 3. unfair or deceptive business practices; or
- 4. unfair competition;

New Exclusions

- P. alleging, based upon, arising out of, or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications to multiple actual or prospective customers of the **Insured**, any **Subsidiary**, or any other third party, including but not limited to actions brought under the Telephone Consumer Protection Act, any federal, state or foreign anti-spam statutes, and/or any other federal, state or foreign statute, law or regulation relating to a person's or entity's right of seclusion;
- Q. alleging, based upon, arising out of, or attributable to any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy;
- R. alleging, based upon, arising out of, or attributable to an Insured's advice concerning and/or relating to, and/or selection of, an investment manager, investment advisor and/or custodial firm;
- S. alleging, based upon, arising out of, or attributable to the failure of any real or personal property or investment to achieve a desired rate of return;
- T. alleging, based upon, arising out of, or attributable to the failure of any property to achieve or maintain an estimated, projected or warranted value;
- U. alleging, based upon, arising out of, or attributable to:
 - 1. any prior or pending litigation, **Claims**, demands, arbitration, administrative or regulatory proceeding or investigation filed or commenced on or before the inception date of this policy or any other policy of which this is a renewal, replacement or succeeds in time, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
 - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** underlying or alleged therein would constitute **Interrelated Wrongful Acts**;
- V. alleging, based upon, arising out of, or attributable to:
 - 1. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy before the effective date of this policy; or
 - 2. any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Interrelated Wrongful Acts**;
- W. alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the **Policy Period** if, on or before the earlier of the effective date of this policy or the effective date of any policy issued by the **Insurer** of which this policy is a continuous renewal or a replacement, the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to a **Claim**;
- X. alleging, based upon, arising out of, or attributable to any actual or alleged breach or violation of any oral, written, express, implied or constructive contract or agreement between any **Insured** and any staffing agency(ies) or employment agency(ies), provided however that this exclusion shall not apply to any **Claims** alleging, based upon, arising out of, or attributable to any **Wrongful Act** done or attempted by any **Insured** in the provision of **Computer & Technology Products and Services** to any staffing agency(ies) or employment agency(ies);
- Y. brought by any person or entity alleging, based upon, arising out of, or attributable to any **Wrongful Act** in the event such **Wrongful Act** does not involve the provision of **Computer & Technology Products and Services** to such person or entity.

SECTION 7 - EXTENDED REPORTING PERIODS

Extended Reporting Periods provide additional time in which to report **Claims** that arise from **Wrongful Acts** which occur subsequent to the **Retroactive Date** as shown in Item 2B of the Declarations, but prior to the effective date of cancellation or nonrenewal of the policy. They do not extend the **Policy Period** or change the scope of coverage provided by the policy. Once in effect, **Extended Reporting Periods** may not be canceled. The **Extended Reporting Periods** shall be part of and not in addition to the Limits of Liability for the immediately preceding **Policy Period**. The **Extended Reporting Periods** shall not increase or reinstate the Limits of Liability, which shall be the maximum liability of the **Insurer** for the **Policy Period** and the **Extended Reporting Periods**, combined.

A. Basic **Extended Reporting Period**

If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), a Basic **Extended Reporting Period** is automatically provided without additional charge. This automatic extension will cover **Claims** first made against the **Insured** and reported to **Us** during the 60 day period immediately following the effective date of nonrenewal or cancellation, arising from **Wrongful Acts** that took place on or after the **Retroactive Date** and prior to the effective date of such nonrenewal or cancellation.

The Basic **Extended Reporting Period** does not apply to **Claims** that are covered under any other insurance the **Insured** purchases to apply subsequent to the effective date of nonrenewal or cancellation or to **Claims** that would be covered but for the exhaustion of any subsequently purchased insurance applicable to such **Claims**.

B. Supplemental **Extended Reporting Period**

If this policy is terminated by nonrenewal or cancellation (other than for failure to pay a premium when due), **You** have the right to purchase a Supplemental **Extended Reporting Period**. The options for a Supplemental **Extended Reporting Period** and their respective premiums are specified in this subsection B. below. This supplemental period starts when the Basic **Extended Reporting Period** ends, and covers **Claims** first made against the **Insured** and reported to **Us** during the **Supplemental Reporting Period** arising from **Wrongful Acts** that took place on or after the **Retroactive Date** and prior to the effective date of such nonrenewal or cancellation. **We** will provide **You** with Supplemental **Extended Reporting Period** coverage and issue **You** a Supplemental **Extended Reporting Period** Endorsement:

- (i) if **You** nonrenew or cancel this policy and **You** write to **Us** within 60 days of the effective date of nonrenewal or cancellation telling **Us** that **You** want to purchase Supplemental **Extended Reporting Period** coverage; or
- (ii) if **We** nonrenew or cancel this policy and **You** write to **Us** within 60 days of the effective date of nonrenewal or cancellation telling **Us** that **You** want to purchase Supplemental **Extended Reporting Period** coverage.

You must pay the required premium for the Supplemental **Extended Reporting Period** coverage to **Us** promptly when due.

NEW

You may purchase one of the following Supplemental Extended Reporting Periods:

1. For 100% of the premium charged for this policy, a 1 year **Supplemental Extended Reporting Period**;
2. For 220% of the premium charged for this policy, a 3 year **Supplemental Extended Reporting Period**;
3. For 250% of the premium charged for this policy, a 5 year **Supplemental Extended Reporting Period**.

SECTION 8 - GENERAL CONDITIONS

A. Policy Period

This policy will begin at 12:01 A.M. on the effective date shown in Item 2.A. of the Declarations. The policy will continue to apply until 12:01 A.M. on the expiration date also shown in Item 2.A. of the Declarations unless **We** agree to extend it, subject to prior termination pursuant to Section 8 - GENERAL CONDITIONS, subsection N. Cancellation.

B. Policy Territory

This policy applies to injury arising out of or resulting from **Wrongful Acts** anywhere in the world. Any **Claim** must be brought within the United States of America, its territories or possessions, Puerto Rico or Canada.

C. Insureds' Duties

If there is a **Claim**, the **Insured** must:

1. Notify **Us** in writing as soon as possible during the **Policy Period**, or any applicable **Extended Reporting Period**.
2. Specify the names and addresses of the claimant(s) and/or any potential claimant(s), and witnesses.
3. Provide **Us** with the information on the time, place and nature of the event that led to the **Claim**.
4. Immediately forward to **Us** all documents which the **Insured** receives in connection with the **Claim**.
5. Fully cooperate with **Us** or **Our** designee in the investigation, settlement, conduct of **Suits** or other proceedings, and the enforcing of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall, as **We** at our discretion may require, attend hearings and trials, and assist in securing and giving evidence and obtaining the attendance of witnesses.
6. Not, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense at the time of the **Wrongful Act**.

NEW

If, during the **Policy Period**, any **Insured** becomes aware of any specific **Wrongful Act** which may reasonably give rise to a future **Claim** covered under this policy, and if the **Insureds** give written notice to the **Insurer** during the **Policy Period**, the Automatic **Extended Reporting Period**, or, if elected, the Supplemental **Extended Reporting Period** of:

1. the identity of the potential claimants;
2. a description of the anticipated **Wrongful Act** allegations;
3. the identity of the **Insureds** allegedly involved;
4. the circumstances by which the **Insureds** first became aware of the **Wrongful Act**;
5. the consequences which have resulted or may result; and
6. the nature of the potential monetary damages;

then any **Claim** which arises out of such **Wrongful Act** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. No coverage is provided for fees, expenses and other costs incurred prior to the time such **Wrongful Act** results in a **Claim**.

D. Other Insurance

If there is other valid and collectible insurance which is applicable to a **Claim**, this policy is excess above such other insurance unless such insurance is stated to apply as excess above this policy.

E. Rights Of Recovery

If **We** make any payment, **We** may be entitled to recover what **We** paid from other parties. Any person to or for whom **We** make payment must transfer to **Us** their rights of recovery against any other party. This person must do everything necessary to secure these rights and must do nothing that would jeopardize them.

F. Legal Action Limitation

No action may be brought against **Us** concerning this policy unless:

1. The **Insured** has fully complied with all the provisions of this policy; and

2. The amount of the **Insured's** obligation to pay has been decided by judgment against the **Insured** after actual trial or by written agreement between the **Insured, Us,** and the claimant. Any person, organization or their legal representative who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization has a right under this policy to include **Us** in any action against the **Insured** to determine the **Insured's** liability, nor will **We** be brought into such action by the **Insured** or the **Insured's** representative.

G. Changes

No provision of this policy can be waived, changed, or modified except by written endorsement issued by **Us** to form a part of this policy. Notice to any of **Our** agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this policy. Such notice will not prevent **Us** from asserting **Our** rights under the provisions of this policy.

H. Transfer Of Interest

You must first obtain **Our** written consent to transfer or assign **Your** rights under this policy. If **You** die the policy will continue for the remaining part of the **Policy Period**; first for the benefit of **Your** legal representative while acting within his or her duties as such, and second for the benefit of anyone having proper temporary custody of **Your** property until a legal representative is appointed.

I. Representations

By accepting this policy, the **Insureds** agree:

1. The statements and information contained in the **Application** are true and complete.
2. **We** have issued this policy in reliance upon such representations.
3. This policy is null and void in its entirety, if any material fact or circumstance in the **Application** or related to this insurance is intentionally misrepresented or concealed, whether before or after a **Claim** is made against any **Insured**.

J. Bankruptcy

Bankruptcy or insolvency of any **Insured** or any **Insured's** estate will not relieve **Us** of **Our** obligations under this policy.

K. Multiple Insureds

More than one person or organization may be shown under Item I of the Declarations, or included as an **Insured** under other provisions of this policy. The inclusion of multiple **Insureds** under this policy will not affect the rights of any such persons or organizations to be protected by this policy. However, the inclusion of multiple **Insureds** under this policy will not increase **our** liability beyond the Limits of Liability set forth in SECTION 5 - LIMITATIONS ON **OUR** LIABILITY AND **DEDUCTIBLE**, of this policy.

By accepting this policy, the **Insureds** agree that the first Named Insured as indicated in Item 1 of the Declarations, is authorized to act on behalf of all **Insureds** with respect to:

1. giving and receiving notices of cancellation or nonrenewal;
2. accepting any endorsement issued to be a part of this policy;
3. paying premiums and **Deductibles**;
4. receiving any return premium which may become due;
5. giving notices to **Insureds** that they have been added to or deleted from this policy;
6. requesting **Extended Reporting Period** endorsements; and
7. keeping **Us** informed of any changes in the organization of the Named Insured.

L. Merger

If, during the **Policy Period**, **You** shall be acquired or merged, consolidated or otherwise combined with another firm, partnership, association, corporation, or any other entity, immediate written notice of that fact must be given to **Us**. There shall be no coverage under this policy with respect to any **Wrongful Acts** committed by any **Insured** subsequent to the date of said acquisition, merger, consolidation or other combination unless this policy is endorsed by **Us** to provide such coverage.

M. Nonrenewal

If **We** decide not to renew this policy, 30 days advance written notice shall be mailed or delivered to **You** at the address shown in the policy. This provision shall not apply in the event of nonpayment of premium, or if **You** have requested or agreed to non-renewal, or have accepted replacement coverage. If notice is mailed, proof of mailing will be sufficient proof of notice.

N. Cancellation

You may cancel this policy at any time. **You** can return the policy to **Us** or any of **Our** authorized agents, or **You** can mail a written notice to **Us** telling when **You** want the cancellation to be effective. **We** must receive the policy or written notice before the cancellation date. Delivery of a written notice is the same as mailing. If **You** cancel the policy, **We** are entitled to an earned premium computed according to **Our** rules and rating plans which apply at the time of cancellation.

We can cancel this policy by delivering or mailing a written notice to **You**. **We** will give **You** this notice at least 30 days before the effective date of cancellation, provided, if **You** fail to pay premium when due or to reimburse **Us** for payment of any portion of a **Deductible** payable by **You**, **We** may cancel this policy at any time by sending to the Named Insured on the Declarations, written notice at least 10 days prior to the date cancellation is to be effective. The date and hour of cancellation will be shown in the notice. In case of cancellation by **Us**, **We** will refund any unearned premium on a pro-rata basis, subject to a "Minimum Earned Premium".

We will make the premium adjustment with **You** at the time that cancellation is effective, or as soon as possible after that time. This premium adjustment is, however, not a condition of cancellation.

Notice of cancellation will only be sent to the Named Insured shown on the policy Declaration and will serve as notice to all **Insureds**.



**ace westchester
specialty group**

ACE Westchester Specialty Group
Regulatory Compliance
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USA

678.794.4314 *tel*
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barbara.robinson@ace-ina.com
www.ace-ina.com

Barbara A. Robinson
Vice President

September 12, 2007

Re: Company: ACE American Insurance Company
NAIC Number: 22667

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, form filings on behalf of ACE American Insurance Company. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Regards,

A handwritten signature in cursive script that reads "Barbara A. Robinson".

Barbara A. Robinson

ACE American Insurance Company
 Computer & Technology Products and Services Professional Liability Program
 Old, New and Revised Forms and Endorsements

Old Form Number (Ed. Date)	New Form Number (Ed. Date)	Endorsement Name	Old or New Form	Description of Revision if OLD / Explanation of Form if NEW
PF-5Y23a (10/98)	PF-21961 (05/07)	Computer & Technology Products and Services Professional Liability Insurance Policy	OLD	see Appendix B and C
PF-5y83a	PF-22058 (04/07)	Computer & Technology Products And Services Professional Liability Insurance Policy - Declarations Page	OLD	changed to comply with revised form
---	PF-22829 (08/07)	ACE American Insurance Company Computer & Technology Products And Services Professional Liability Renewal Shortform Application	NEW	changed to capture underwriting information in regards to policy enhancements and simplified
PF-10136a(1/2002)	PF-22830 (08/07)	Computer and Technology Products and Services Professional Liability New Business Application	OLD	changed to capture information in regards to additional coverages added to program
---	PF-22435 (05/07)	Computer and Technology Products and Services Professional Liability New Business Application	NEW	changed to capture information in regards to additional coverages added to program
CC-1K11D (4/02)	CC-1K11e (02/06) Ptd. in U.S.A.	Signatures	OLD	changed to comply with revised form
ALL-20887 (10/06)	ALL-20887 (10/06)	ACE Producer Compensation - Practices & Policies	OLD	changed to comply with revised form
L-21101 (11-06) Ptd. In U.S.	ALL-21101 (11-06) Ptd. In U.S.A.	Trade or Economic Sanctions Endorsement	OLD	changed to comply with revised form
IL P 001 01 04	IL P 001 01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders	OLD	changed to comply with revised form
---	PF-21960 (04/07)	Telecommunications Endorsement	NEW	enhanced coverage, network operations, unauthorized use, technology and internet
---	PF-21962 (04/07)	Multiple Insuring Agreement Election Endorsement (Standard)	NEW	see Appendix B and C
---	PF-21963 (04/07)	Multiple Insuring Agreement Election Endorsement (Enhanced)	NEW	see Appendix B and C
PF-8X31c (10/99)	PF-21984 (05/07)	Additional Insured (Vicarious Liability)	OLD	changed to comply with revised form
PF-3X27a (11/98)	PF-21985 (05/07)	Additional Insured	OLD	changed to comply with revised form
PF-8X23c (10/00) (All Other States), PF-8X23d (7/00) (AL, OH and TN)	PF-21987 (06/07)	Bodily Injury and Property Damage Exclusion Amended	OLD	changed to comply with revised form
---	PF-21988 (05/07)	Endorsement Deletion	NEW	deletes endorsements attached if necessary
PF-16673(5/04)	PF-21989 (05/07)	Health Insurance Portability and Accountability Act Exclusion	OLD	changed to comply with revised form
---	PF-21990 (05/07)	Insurance Agent/Broker Exclusion	NEW	changed to comply with revised form. HIPPA and Medical Malpractice were combined into one endorsement and now will individuals.
PF-16673(5/04)	PF-21991 (05/07)	Medical Malpractice Exclusion	OLD	changed to comply with revised form
---	PF-21992 (05/07)	Miscellaneous Professional Services Endorsement	NEW	added to policy if there are other services that are not computer & tech
---	PF-21993 (05/07)	Named Insured and Address Endorsement	NEW	Named insured changes and address changes
---	PF-21994 (05/07)	Notice Amended	NEW	Insured can take of claim below the deductible
---	PF-21995 (05/07)	Notice Revised (Five Officers)	NEW	notice limited to just the five officers mentioned on the endorsement
---	PF-21996 (05/07)	Recall Exclusion Amended (Loss of Use Carveback)	NEW	carveback for claims for loss of use arising out of withdrawal or recall
---	PF-21997 (05/07)	Reliance Upon Other Carrier's Application	NEW	company will rely on other carriers application
PF-1Y10a (4/98)	PF-21999 (05/07)	Retroactive date	OLD	changed to comply with revised form
---	PF-22000 (05/07)	Specified Matter Exclusion	NEW	exclusion of specified matter.
PF-18749 (7/05)	PF-22001 (05/07)	Tie-In Limits (Common Claim)	OLD	changed to comply with revised form
---	PF-22002 (05/07)	Wrongful Act Amended ("For a Fee" Deleted)	NEW	deletion of For a Fee under definition section of the policy
---	PF-22003 (05/07)	Annual Reinstatement of Limits Endorsement	NEW	Reinstatement of limit

ACE American Insurance Company
 Computer & Technology Products and Services Professional Liability Program
 Old, New and Revised Forms and Endorsements

Old Form Number (Ed. Date)	New Form Number (Ed. Date)	Endorsement Name	Old or New Form	Description of Revision if OLD / Explanation of Form if NEW
---	PF-22432 (05/07)	Definition of Technology Services Amended, Information Technology Staffing and Placement	NEW	Will be attached on accounts where the insured has purchased the option, provides coverage to the insured for their services of staffing and placement of information technology personnel
---	PF-22433 (06/07)	Management Consultants Endorsement	NEW	Endorsement will be attached on accounts that purchase this coverage, will provide coverage to the insured for their management consulting services
---	PF-22461 (06/07)	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreements A and B	NEW	Endorsement will be attached when the multiple insuring agreement options A and B are also purchased
---	PF-22463 (06/07)	Management Consultants Endorsement	NEW	Endorsement will be attached on accounts that purchase this coverage, will provide coverage to the insured for their management consulting services, to be used when also attaching the Multiple Insuring agreement endorsement, which will only provide coverage under insuring agreement A.
PF-7W34a (9/97)	PF-22465 (06/07)	Nuclear Exclusion	OLD	changed to comply with revised form
---	PF-22467 (06/07)	Fund Transfer Exclusion	NEW	excludes fund transfers
---	PF-22470 (06/07)	Defense Costs Outside The Limits Of Liability	NEW	Provides for Defense Outside limits
PF-1Y17c (3/99)	PF-22494 (07/07)	General Change Endorsement	OLD	changed to comply with revised form
PF-1Y12a (4/98)	PF-22502 (07/07)	Extended Reporting Period Endorsement	OLD	changed to comply with revised form
PF-WWEND (4/97)	PF-22519 (08/07)	Policy Territory Clause Amended	OLD	This endorsement has been revised to provide coverage under the policy for injury arising out of or resulting from Wrongful Acts occurring and Claims made or brought anywhere in the world. However, for a Claim brought in a jurisdiction where We may be prevented by law from paying on behalf of, or may be prevented by law or lack of expertise from defending You (see form for more details)
XS-1U96c (5/00)	XS-1U96d (02/2006)	Service of Suit Endorsement	OLD	changed to comply with revised form
PF-8X22b (10/99) (All Other States), PF8X22c 97/00 (AL, OH, TN and KS)	PF-22460 (06/07)	Intellectual Property Violations Sub-Limit of Liability	OLD	changed to comply with revised form
---	PF-22462 (06/07)	Intellectual Property Violations Sub-Limit of Liability, Insuring Agreement A	NEW	Endorsement will be attached on accounts that purchase multiple insuring agreement endorsement which will only cover them for Intellectual property exposures in Technology and Internet activities