

Technology Errors & Omissions Endorsement

Unless indicated otherwise in this Technology Errors & Omissions Endorsement, all the terms and conditions of the **Policy** apply to this Technology Errors & Omissions Endorsement.

Insuring Agreement:

In exchange for **Your** payment of the premium, **Your** compliance with the terms and conditions of this **Policy**, and in reliance upon the **Application**, **We** agree to pay **You** amounts, in excess of the **Retention** and up to the applicable Limit, which **You** are legally obliged to pay in respect of **Damages** and **Defense Expenses** as a result of a **Claim** arising from a **Technology Wrongful Act**, provided that the **Claim** was first made against **You** during the **Policy Period**, and was notified to **Us** during the **Policy Period** or **Extended Reporting Period**, if applicable.

Exclusions:

The following exclusion in the **Policy Wording** is removed:

Infringement of Patents or Theft of Trade Secrets

The actual or alleged:

- a) Infringement or attempted infringement of any patent or patent rights or misuse or abuse of a patent; or
- a) The misappropriation, theft, copying, display or publication of any trade secret (or any attempt to do so), unless arising out of a **Privacy Breach** or **Security Breach**.

And is replaced:

Infringement of Patents or Theft of Trade Secrets

The actual or alleged:

- a) infringement or attempted infringement of any copyright, patent, or patent rights or misuse or abuse of a patent; or
- b) misuse or abuse of a patent, copyright, trademark, trade dress; or
- c) the misappropriation, theft, copying, display, or publication of any trade secret (or any attempt to do so), unless arising out of a **Privacy Breach** or **Security Breach**.

However, this exclusion does not apply to a **Technology Wrongful Act** based upon or arising out of any unintentional infringement of a software copyright.

Exclusions, Item 22. Professional Services shall be deleted in its entirety.

The following exclusions apply to this Technology Errors & Omissions Endorsement only:

Description of Price of Goods and Services

Actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services, including cost guarantees, cost representations, contract price, or cost estimates being exceeded.

Employer-Employee Relations

Any employer-employee relations, policies, practices, acts or omissions, any actual or alleged refusal to employ any person, or any misconduct, including physical or sexual, with respect to **Employees**, including negligent employment, investigation, supervision, hiring, training or retention of any **Employee, Insured** or person for

whom **You** are legally responsible, except that this exclusion will not apply to the extent that such **Claim** for **Damages, Defense Expenses**, or such **Loss** arises from a **Privacy Breach** or a **Security Breach**.

Insolvency or Bankruptcy

The insolvency, liquidation, or bankruptcy of any person or entity, including any **Insured** to the extent permitted by law, or the failure, inability, or unwillingness of any person, entity or **Insured** to make payments, perform obligations, or conduct business because of insolvency, liquidation, or bankruptcy.

Licensed Professions

Any **Claim** based upon or arising out of **Your** performance of any actual or alleged professional or consulting services for which an active professional license, certification or other authorization is required to be held by the person or entity performing such service pursuant to law or regulation governing the practice of such profession or pursuant to the rules of a professional organization with disciplinary authority over the practice of such profession including legal, accounting, architectural, engineering, actuarial or healthcare professional services, or services as an insurance agent or broker, financial planner, securities or investment advisor or broker/dealer; or real estate agent or broker.

Personal Injury

Any **Claim** for a **Technology Wrongful Act** based upon or arising out of a **Personal Injury**.

Product Recall

Any cost, expense, or charge incurred by **You** or any third party for the withdrawal, recall, inspection, repair, replacement, recompletion, reproduction, reprinting, re-posting, removal, or disposal of:

- a) **Technology Products**, including any products or other property of others that incorporate **Technology Products**;
- b) Work product resulting from, or incorporating the results of **Technology Services**; or
- c) Any products or other property on which **Technology Services** are performed.

However, this exclusion will not apply to the resulting loss of use of such **Technology Products**, or work product resulting from or incorporating the results of **Technology Services**.

Regulatory Actions

Any **Claim** for a **Technology Wrongful Act** brought by any federal, state, local or foreign governmental or regulatory agency, including the Federal Trade Commission or Federal Communications Commission. However, this exclusion does not apply to an action brought by a governmental or regulatory agency as a client of **Yours**.

Trade Debt

Any trading debt **You** incur or any guarantee **You** give for any debt.

General Conditions:

Sub-Limit of Liability

The Sub-Limit of Liability provided under this Technology Errors & Omissions Endorsement is **USD xxx** each **Claim** and in the aggregate per **Policy Period**. This Sub-Limit forms part of, and is not in addition to, the Policy Aggregate Limit specified in Item 3 of the Schedule.

Definitions:

The following definitions apply to this Technology Errors & Omissions Endorsement only:

Personal Injury

- a) defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, or injurious falsehood;
- b) infliction of emotional distress, outrage, or outrageous conduct, unless resulting from physical injury;
- c) invasion, infringement, or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, eavesdropping, or misappropriation of name or likeness;
- d) wrongful entry or eviction, trespass, or other invasion of the right of private occupancy; or
- e) false arrest, detention or imprisonment, abuse of process, or malicious prosecution.

Retention

The amount payable by **You** in respect every **Claim** under this Technology Errors & Omissions Endorsement, being the amount of **USD XXX** each **Claim**.

Technology Products

Any telecommunication, computer, data security, electronic, internet, network or website hardware, firmware components, software components, or peripheral devices that **You** designed, developed, assembled, manufactured, handled, installed, or created and that is distributed, leased, licensed, sold or otherwise provided to others by or on **Your** behalf for a fee, for other compensation, or for free if provided in conjunction with other fee-based services, or provided to potential or existing customers as an incentive to purchase such services.

Technology Services

Any telecommunications services, computer, electronics, information technology, internet, network, or website services including data storage, processing and analysis, cloud computing, web design, maintenance and hosting, data or network security, maintenance support or management services, technology consulting, programming, installation, implementation, integration, configuration, education and training, software development, design, or sale provided to others by or on **Your** behalf for a fee, for other compensation, or for free if provided in conjunction with other fee-based services or provided to potential or existing customers as an incentive to purchase such services.

Technology Wrongful Act

Any negligent act, error, omission, misstatement, misleading statement, or breach of duty

- a) arising out of the provision of **Technology Services**; or
- b) resulting in the failure of **Technology Products** to perform the function or serve the purpose intended.

Technology Wrongful Act includes any unintentional breach of written contract to provide **Technology Services** due to;

- a) the failure of such **Technology Services** to conform to any written specifications or performance standards that form a part of the relevant

- contract, where the contract requires such **Technology Services** to comply with such specifications or performance standards;
- b) the negligent performance of, or a material defect in, such **Technology Services**;
 - c) the failure of such **Technology Services** to:
 - i. meet any implied statutory term concerning necessary quality, safety or fitness for a particular purpose,
 - ii. comply with legal and statutory requirements, or
 - iii. meet an implied duty to exercise a degree of care or skill consistent with applicable standards;
 - d) the failure to comply with any warranty or representation that the **Technology Services** do not violate another's intellectual property rights, except patent infringement; or
 - e) the breach of an exclusivity agreement, confidentiality agreement or hold harmless agreement associated with providing **Technology Services**

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