In consideration of the payment of the premium and subject to the General Terms and Conditions, the Insurer and the Insureds agree as follows:

I. INSURING CLAUSE

The Insurer shall pay, on behalf of an Insured, Loss on account of a Claim first made during the Policy Period.

II. EXCLUSIONS

In addition to the Exclusions set forth in Section II. EXCLUSIONS of the GTC, no coverage shall be provided under this Coverage Part for Loss on account of that portion of a Claim:

A. Antitrust - based upon, arising out of or resulting from anti-trust, price fixing or discrimination, restraint of trade, monopolization, unfair trade practices or predatory pricing;

B. Contract - for any liability in connection with any contract, agreement, warranty or guarantee to which an Insured is a party, provided that this Exclusion B shall not apply to Loss to the extent that such Insured would have been liable for such Loss in the absence of such contract, agreement, warranty or guarantee;

C. Electronic Funds Transfer - based upon, arising out of or resulting from the transfer of any fund, money or security;

D. Employment Practices - based upon, arising out of or resulting from any employment-related Wrongful Act;

E. False Advertising - based upon, arising out of or resulting from intentionally false or deceptive advertising;

F. Games of Chance - based upon, arising out of or resulting from any gambling, contest, lottery, sweepstake, coupon, promotional game, or other game of chance, including any redemption in connection therewith;

G. Government and Licensing - based upon, arising out of or resulting from any action brought by or on behalf of the Federal Trade Commission ("FTC"), the Federal Communications Commission ("FCC"), the Securities and Exchange Commission ("SEC") or any other federal, state or local government agency, or The American Society of Composers, Authors and Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI"), The Recording Industry Association of America ("RIAA"), The Society of European Stage Authors and Composers ("SESAC") or other licensing or rights organizations, in any such organization's regulatory, quasi-regulatory, or official capacity, function or duty;

H. Infrastructure Failure - based upon, arising out of or resulting from any electrical or mechanical failure or interruption, including any electrical disturbance, surge, spike, brownout or blackout, and any outage to gas, water, telephone, cable, satellite, telecommunications or other infrastructure;

I. Insured v. Insured - brought by, or on behalf of:
   1. an Insured, in any capacity, against any other Insured; or
   2. any entity: (a) that is either controlled, managed or operated, directly or indirectly, in whole or in part, by an Insured; or (b) in which an Insured possesses an ownership interest of at least 10%, where such entity is a publicly traded company, or 30% where such entity is a privately held company;

J. Intellectual Property - based upon, arising out of or resulting from any infringement of copyright, patent, trademark, trade dress, trade name or service mark or any misappropriation of ideas, trade secrets or other intellectual property rights;

K. Prior Knowledge - based upon, arising out of or resulting from any Wrongful Act committed prior to the First Inception Date, if, on or before such date, any Insured knew or could reasonably have foreseen that such Wrongful Act would result in a Claim; and

L. Privacy and Network Security Events - based upon, arising out of or resulting from a Network Security Event or Privacy Event.

With respect to this Coverage Part, Exclusion E. Pollution of Section II. EXCLUSIONS of the GTC includes Biological Agents in addition to Pollutants.

III. LIMIT OF LIABILITY

The Errors and Omissions Combined Aggregate Limit of Liability stated in Item 3 of the Declarations of this Coverage Part represents the maximum amount payable for all Loss under this Coverage Part during the Policy Period for all Coverage Sub-Parts combined.
IV. OTHER INSURANCE

With the exception of insurance which is written specifically as excess of the Limit of Liability of this Coverage Part, this Coverage Part shall be excess of and shall not contribute with any valid and collectible insurance providing coverage for Loss for which this Coverage Part provides coverage, provided that any payment by an Insured of a retention or deductible under any such other insurance shall reduce the Retention under this Coverage Part by the amount of such payment which would otherwise have been Loss under this Coverage Part.

V. GLOSSARY

A. **Biological Agent** means any bacteria, mildew, mold, fungi, spore or other micro-organisms or mycotoxins and any of their associated toxins or any virus or other pathogen (whether or not a micro-organism).

B. **Claim** means any:
   1. written demand for monetary or non-monetary (including injunctive) relief, including a demand for arbitration, mediation or waiving or tolling of a statute of limitations; and
   2. civil proceeding, evidenced by the service of a complaint or similar pleading;

   against an Insured for a Wrongful Act, including any appeal therefrom.

   The time when a Claim shall be deemed first made for the purposes of this Coverage Part shall be the date on which the Claim is first made against, served upon or received by the Insured.

C. **Computer System** means computer software, middleware, firmware, hardware, applications, tools, programs, codes, scripts, websites, associated call centers, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, storage area network, or other electronic data backup facilities:
   1. leased, owned or operated by an Insured;
   2. operated for the benefit of an Insured by a Service Provider; or
   3. licensed to an Insured.

D. **Corporate Information** means proprietary or confidential corporate information in any format that cannot be lawfully obtained or known by the general public, including customer lists, trade secrets and financial information that are provided to an Insured by a third party.

E. **Defense Costs** means that part of Loss consisting of:
   1. reasonable costs, charges, fees (including, attorneys’ fees and experts’ fees) and expenses (other than regular or overtime wages, salaries, fees or benefits of any Insured) incurred in investigating, defending, opposing or appealing any Claim; or
   2. the premium for appeal, attachment or similar bonds (but the Insurer shall be under no obligation to furnish any bond).

F. **Electronic Data** means any data, text, sounds, images or similar matter, including Corporate Information and Personal Information that exists on a Computer System, and that is subject to scheduled back-up procedures and security protections.

G. **First Inception Date** means the inception date of the first Errors and Omissions Liability Coverage Part and applicable Coverage Sub-Part issued to the Parent Company by the Insurer.

H. **Independent Contractor** means any natural person working for a Company pursuant to a written contract or agreement between such natural person and the Company which specifies the terms of the Company’s engagement of such natural person.

I. **Insured** means any Company or Insured Person.

J. **Insured Person** means any:
   1. Executive or Employee; or
   2. Independent Contractor, but only if the Company agrees to indemnify the Independent Contractor in the same manner as an Employee for liability arising out of a Claim.

K. **Loss** means the amount that an Insured becomes legally obligated to pay on account of any Claim including:
   1. compensatory damages;
   2. judgments and settlements;
   3. pre and post-judgment interest;
4. Defense Costs; and
5. punitive, exemplary or multiplied damages, if and to the extent that any such damages are insurable under the law of the jurisdiction most favorable to the insurability of such damages.

In determining the most favorable jurisdiction as set forth in paragraph 5 above, due consideration shall be given to the jurisdiction with a substantial relationship to the relevant Insureds, to the Company, or to the Claim giving rise to such damages, and the Insurer shall not challenge any opinion of independent legal counsel (mutually agreed to by the Insurer and the Insured) that such damages are insurable under applicable law.

Loss does not include any portion of such amount that constitutes any:
(a) amount not insurable under the law pursuant to which this Coverage Part is construed;
(b) cost incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief;
(c) liquidated damages, except to the extent that the amount of such damages is equal to the amount of Loss resulting from a Wrongful Act;
(d) return of any fee, charge, commission, gain or other compensation paid to an Insured;
(e) cost for an Insured to correct, re-perform or complete any Professional Service; or
(f) tax, fine or penalty imposed by law.

L. Malicious Code means the unauthorized corrupting of software, including but not limited to computer viruses, Trojan Horses, keystroke loggers, cookies, spyware, adware, worms and logic bombs, that successfully corrupts or impairs a Computer System.

M. Network Security Event means a breach of a Computer System that results in:
1. the theft, corruption or deletion of Electronic Data from a Computer System;
2. the Unauthorized Access to or Unauthorized Use of a Computer System;
3. the denial of an authorized user's access to a Computer System, unless such denial of access is caused by a mechanical or electrical failure outside the control of the Insured; or
4. the transmission of Malicious Code from a Computer System.

N. Personal Information means any information not available to the general public from which an individual may be identified, including an individual's name, telephone number, social security number, medical or healthcare data or other protected health information, driver's license number or state identification number, account number(s), bank account number(s), financial account information, retirement account number(s), healthcare account number(s), employee identification number(s), home address, credit information, government identification number(s), credit card number(s), access code or password that would permit access to that individual's account.

O. Privacy Event means: 1. the Insured's unintentional and unauthorized disclosure or loss of Personal Information or Corporate Information in the care, custody or control of any Insured or Service Provider; 2. unauthorized or surreptitious collection of Personal Information or Corporate Information by an Insured or the failure to provide adequate notice that such information is being collected; or 3. a violation of any Privacy Regulation or failure to comply with the Insured's own privacy policies.

P. Professional Services means Miscellaneous Professional Services, Technology Services, Technology Products and Media Activities, all of which shall mean as described in the applicable Coverage Sub-Part.

Q. Retroactive Date means the date, if any, stated in Item 2 of the Declarations of this Coverage Part.

R. Service Provider means a business the Insured does not own, operate or control, but that an Insured hires for a fee pursuant to a written contract to perform services related to an Insured's business.

S. Unauthorized Access means the gaining of access to a Computer System by an unauthorized person(s), or by an authorized person(s) in an unauthorized manner.

T. Unauthorized Use means the use of a Computer System by an unauthorized person(s), or by an authorized person(s) in an unauthorized manner.

U. Wrongful Act means as described in the applicable Coverage Sub-Part.