The Solution for Errors and Omissions - Technology Coverage Sub-Part

In consideration of the payment of the premium and subject to the General Terms and Conditions and the Errors and Omissions Liability Coverage Part, the Insurer and the Insureds agree as follows:

I. EXCLUSIONS

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

1. Product Recall - based upon, arising out of or resulting from any costs or expenses incurred to recall, repair, replace, upgrade, supplement or remove the Insured's products, including products which incorporate the Insured's products or services, from the market place; and

2. Software Product Withdrawal - based upon, arising out of or resulting from the inability to use, or lack of performance of, software programs:
   (a) due to the expiration or withdrawal of technical support by the software vendor; or
   (b) that are in development, are in ‘beta’ or a similar testing stage or have not yet been authorized for general commercial release.

B. With respect to this Coverage Sub-Part, the following exceptions shall apply to Section II. EXCLUSIONS of the Errors and Omissions Liability Coverage Part:

1. Exclusion B. Contract is replaced by the following:
   B. Liability Assumed Under Contract - for any liability assumed by the Insured under any contract or agreement, provided that this Exclusion shall not apply to: (a) the extent such liability would have attached in the absence of such contract or agreement; or (b) any agreement by the Insured to hold harmless or indemnify a third party for Wrongful Acts; and

2. Exclusion J. Intellectual Property is replaced by the following:

C. With respect to this Coverage Sub-Part, Exclusion A. Bodily Injury/Property Damage of Section II. EXCLUSIONS of the GTC is replaced by the following:

A. Bodily Injury/Property Damage - based upon, arising out of or resulting from bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property, including loss of use thereof, whether or not such property is damaged or destroyed, provided that this Exclusion shall not apply to any Claim for: 1. mental anguish, emotional distress or humiliation; or 2. damage to, destruction of, loss of, or loss of use of, any client record in the Insured's possession.

II. GLOSSARY

A. Technology Products means computer or telecommunications software, middleware, firmware, hardware or related electronic equipment.

B. Technology Services means:

1. information technology consulting;
2. information systems or network analysis, design, development, integration, installation, programming, conversion, maintenance, assembly, manufacturing, service, support and repair;
3. sale, resale, leasing or licensing of software, middleware, firmware or hardware;
4. database design and the caching, collecting, compiling, processing, mining, recording or analysis of data;
5. information system outsourcing and information technology marketing, management, education and training;
6. website design, development, programming, maintenance, hosting and management, domain name registration and search engine or web browser services;
7. internet and application service provider services; and
8. electronic mail and electronic data destruction services, performed for others by an Insured for a fee.
C. **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect or breach of duty committed, attempted or allegedly committed or attempted by an **Insured**, or by any other person or entity for which the **Insured** is legally liable:

1. in the performance of or failure to perform **Technology Services**; or
2. in the failure of **Technology Products** to perform the function or purpose intended on or after the **Retroactive Date** and prior to the end of the **Policy Period**.