

Policy number

Issued to:

By:

COMPUTER SERVICES COVERAGE ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Clause II. **DEFINITIONS**, paragraph K., “**professional services**” is hereby amended by appending the following:

“**Professional services**” also means **computer services**.

2. Clause II. **DEFINITIONS** is amended to include the following definitions at the end of the Clause:

CS-A. **Computer attack** means **unauthorized access, unauthorized use, transmission of a malicious code or denial of service attack** which:

1. alters, copies, misappropriates, corrupts, destroys, disrupts, deletes, damages or prevents, restricts or hinders access to, a **computer system**; or
2. results in the disclosure of confidential information stored on **your computer system**;

whether any of the foregoing is intentional or unintentional, malicious or accidental, fraudulent or innocent, specifically targeted at **you** or generally distributed, and regardless of whether the perpetrator is motivated for profit.

CS-B. **Computer services** means:

1. systems analysis, designing, programming, data processing, consulting, outsourcing, system integration and information services; and
2. marketing, selling, servicing, distributing, installing and maintaining computer software and training in the use of such software.

CS-C. **Computer system** means computer hardware or software, firmware, and components thereof, including electronic data stored thereon, which are linked together through a network of two or more computers, including such networks accessible through the **Internet**, intranets, extranets or virtual private networks.

CS-D. **Denial of service attack** means an attack launched by a person(s) that sends an excessive volume of electronic data to a **computer system** in order to deplete such **computer system's** capacity, and prevents those who are authorized to do so from gaining access to such **computer system** in a manner in which they are legally entitled.

CS-E. **Internet** means the worldwide public network of computers commonly known as the Internet, as it currently exists or may be manifested in the future.

CS-F. **Malicious code** means an unauthorized corrupting or harmful piece of code.

Malicious code includes, but is not limited to, computer viruses, "Trojan horses," "worms," and "time or logic bombs."

CS-G. **Privacy policy** means statements in written or electronic form regarding the collection, dissemination or treatment of information regarding customers, visitors to an **Internet** site, or other persons.

CS-H. **Unauthorized access** means the gaining of access to a **computer system** by an unauthorized person or persons.

CS-I. **Unauthorized use** means the use of a **computer system** by an unauthorized person or persons or an authorized person or persons in an unauthorized manner.

CS-J. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or a **subsidiary**.

3. Clause III. **EXCLUSIONS - CLAIMS NOT COVERED** is amended to include the following paragraph at the end of the Clause:

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **computer services**, we shall not cover any such **claim**:

CS-A. alleging, arising out of or resulting, directly or indirectly, from any transfer of funds, monies or securities to or from any natural person or entity;

CS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failure, including those arising from any electrical power interruption, surge, brownout or blackout; provided, however, this exclusion shall not apply to electrical or mechanical failures, other than satellite failures, where such failure was the result of **your wrongful act**;

CS-C. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**;

CS-D. alleging, arising out of or resulting, directly or indirectly, from any failure of telephone lines, data transmission lines, satellites or other infrastructure comprising or supporting the **Internet**, unless such lines or infrastructure were under **your** operational control; or

CS-E. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy**; or

CS-F. alleging, arising out of or resulting, directly or indirectly, from any guarantee or express warranty; inaccurate, inadequate, or incomplete description of the price of goods, products or services; or any failure of goods, products or services to conform with an advertised quality or performance; or liquidated damages; or any failure to provide goods or products, or perform services within a specified time period, by a deadline or according to specified milestones; or the collection of or seeking the return of fees or royalties or other compensation paid to an **insured**; or **your** cost of providing, correcting or re-performing or completing any **professional services**; or any **insured's** fees, cost or profit guarantees, cost

