

This endorsement, effective at 12:01 AM

forms a part of

Policy number

Issued to:

By:

MULTIMEDIA EXTENSION ENDORSEMENT

In consideration of the premium charged, and in reliance on the statements in the application(s) attached hereto and made part hereof, it is hereby understood and agreed that:

1. Unless otherwise set forth herein, the terms, conditions and exclusions contained in this endorsement shall apply only to the coverage afforded under this endorsement.

2. Solely with respect to the coverage afforded under this endorsement, in Clause I. **INSURING AGREEMENTS**, paragraph A. is deleted in its entirety and replaced with the following:

A. MEDIA AND INTERNET MEDIA LIABILITY COVERAGE

We shall pay on **your** behalf those amounts, in excess of the Retention, **you** are legally obligated to pay as **damages** resulting from a **claim** made against **you** for **your wrongful acts**: (1) with respect to **your media**, or (2) in the display of **Internet media**, provided that such **wrongful act(s)** occurs during the **policy period**, regardless of when such **claim** is made or a **suit** is filed.

3. Solely with respect to the coverage afforded under this endorsement, in Clause II. **DEFINITIONS**, paragraphs B., D., F., Q. and R. are deleted in their entirety and replaced with the following:

B. Claim means (1) a written demand for money, services, non-monetary relief or injunctive relief; or (2) a **suit**.

D. Damages means any amount that any **insured** shall be legally required to pay because of judgments, arbitration awards or the like rendered against an **insured**, or for settlements negotiated by **us** or by **you** in accordance with Clause I. **INSURING AGREEMENTS**, subparagraph B(3), including, but not limited to:

1. pre-judgment interest;
2. post-judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of the judgment within the applicable Limit of Liability; and
3. subject to this policy's other terms, conditions, exclusions and other limitations, including but not limited to exclusions relating to profit or advantage, deliberate fraud or deliberate criminal acts: (i) punitive, (ii) exemplary and (iii) multiple damages; provided, however, the enforceability of this subparagraph II(D)(3)

shall be governed by such applicable law that most favors coverage for such punitive, exemplary and multiple damages.

F. Loss means the total sum of **damages** and **claim expenses**. "**Claim expenses**," "**damages**" and "**loss**" shall not mean and this policy shall not cover: (1) compensation, benefits, overhead, charges or expenses of any **insured**, such **insured's employees** or any independent claims adjuster hired by any **insured**; (2) production costs or the cost of recall, reproduction, reprinting, return or correction of material by any person or entity; (3) any costs or expenses incurred by **you** or others to withdraw or recall **material, media, Internet media**, or from loss of use by an **insured** or any other person or organization arising out of such withdrawal or recall; (4) civil or criminal fines or penalties; (5) taxes; (6) any amounts for which an **insured** is not financially liable or which are without legal recourse to an **insured**; (7) the costs and expenses of complying with any injunctive or other form of equitable relief; (8) matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

Q. Wrongful act means:

1. any actual or alleged act, error, omission, breach of duty, misstatement or misleading statement by **you** that results in any **covered peril**; or
2. any actual or alleged negligent act, error, omission, breach of duty, misstatement or misleading statement which results in **loss** because a third party, which has no ownership relationship with **you**, acts upon or makes a decision or decisions based on the content of the **material** disseminated by **you** or with **your** permission.

R. You, your or insured means:

1. the **named insured**;
 2. any **subsidiary**;
 3. any past, present or future officer, director, trustee or **employee** of the **named insured** or **subsidiary** thereof (and in the event that the **named insured** is a partnership, limited liability partnership or limited liability company, then any general or managing partner or principal thereof), but only while acting within the scope of his or her duties as such in the provision of **media** or **internet media** for the **named insured** or any **subsidiary**; or
 4. any **additional insured**, but only while acting within the scope of his or her duties as such in the provision of **media** for the **named insured** or any **subsidiary**.
4. Solely with respect to the coverage afforded under this endorsement, Clause II. **DEFINITIONS** is amended by appending the following definitions at the end of such Clause:

MML-A. Additional insured means:

1. any independent contractors, agents, third-party distributors, licensees and sub-licensees who assist in the performance, dissemination or distribution of **your media**, or in the display of **internet media**, but solely

where **you** have, prior to the commission of a **wrongful act**, expressly agreed in writing to indemnify and defend such party of and from liability arising out of such **wrongful act**; or

2. any other person or entity listed as an “**additional insured**” by endorsement to this coverage endorsement.

MML-B. Advertising means publicity or promotion of **material** as defined in Clause II. **DEFINITIONS**, subparagraphs (MML-I)(1) and (2), as set forth in paragraph 4. of this endorsement, by **you** or on the behalf of others, including branding, co-branding, sponsorships and/or endorsements, on **your** own behalf; provided, however, “advertising” does not include any publicity or promotion of (1) lotteries, (2) sweepstakes, (3) contests or (4) games of chance.

MML-C. Computer attack means any unauthorized access or unauthorized use of a **computer system**, the transmission of a **malicious code**, or a **denial of service attack**. “**Malicious code**” means an unauthorized corrupting or harmful piece of code, including, but is not limited to, computer viruses, “Trojan horses,” “worms,” and “time or logic bombs.” “**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.

MML-D. Computer system means computer hardware, 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.

MML-E. Covered peril means any:

1. form of defamation or other tort related to disparagement or harm to character, reputation or the feelings of any person, including, but not limited to, libel, slander, product disparagement or trade libel;
2. infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name; plagiarism of ideas information, except as excluded by Clause III. **EXCLUSIONS**, paragraph (MML-G), as set forth in paragraph 6. of this endorsement;
3. form of invasion, infringement or interference with rights of privacy or publicity, including, but not limited to false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness;
4. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy;
5. false arrest, detention or imprisonment or malicious prosecution;
6. unfair competition alleged in connection with a claim for damages for the conduct described in this definition of **covered peril**; or

7. emotional distress or mental anguish alleged in connection with a **claim** for **damages** for the conduct described in subparagraphs (1) through (5) of this definition of **covered peril**.

MML-F. Employee means any past, present or future employee, including any part-time, seasonal or temporary employee.

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

MML-H. Internet media means:

- (1) **material**, including, but not limited to, **advertising**, on **your Internet site**; or
- (2) **material** created by **you** that is displayed on an **Internet site**.

MML-I. Internet site means a collection of web pages that are organized and linked together and enable a computer or computer technology user to retrieve material stored on one or more servers.

MML-J. Material means content in any form, including written, printed, video, electronic, digital, or digitized content:

1. in broadcasts, including, but not limited to, television, motion picture, cable, satellite television and radio broadcasts;
2. in publications, including, but not limited to, newspaper, newsletter, magazine, book and other literary, monograph, brochure, directory, screen play, film script, playwright and video publications;
3. in **advertising**.

Material does not include:

1. the actual goods, products or services described, illustrated or displayed in media content;
2. any software or code that is intended to: (i) control the functioning of computer hardware or electronic controls, or (ii) process or collect data or information; or
3. **your** trademark or trade name.

MML-K. Media means any broadcasting, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, research or serialization of **material**. **Media** shall not include **Internet media**.

MML-L. Web log means a personal journal published on an **Internet site**.

MML-M. Your Internet site means an **Internet site** designated by a domain name

owned or licensed by **you**.

5. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS**, paragraphs A. (fraudulent or criminal acts), D. (purchase securities), E. (ERISA exclusion), H. (intellectual property), I. (false advertising), K. (contract liability), L. (**insured** versus **insured**), M. (known **wrongful acts**), N. (pending or prior litigation), O. (return of fees), R. (**retroactive date**) and S. (personal injury) are deleted in their entirety.
6. Solely with respect to the coverage afforded under this endorsement, Clause III. **EXCLUSIONS** is hereby amended by appending the following at the end of such Clause:

This policy does not cover any **claim, loss or wrongful act**:

MML-A. arising out of or resulting, directly or indirectly, from any of the following:

1. fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;
2. electrical or mechanical failures, including any electrical power interruption, surge, brownout or blackout; a failure of telephone lines, data transmission lines, satellites or other infrastructure comprising or supporting the **Internet**; or
3. any dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which an **insured** is not legally entitled;

MML-B. against an **insured** that is brought, directly or indirectly, by or on behalf of:

1. any of **you**;
2. any business entity that is controlled, managed or operated, directly or indirectly, in whole or in part, by **you**; provided, however, this subparagraph III(MML-B)(2) shall not apply to an **additional insured** in connection with disputes over the (i) ownership or exercise of rights in **material**; or (ii) services supplied by such **additional insureds**; or
3. any parent company, **subsidiary**, successor or assignee of **yours**, or any person or entity affiliated with **you** or such business entity through common majority ownership or control;

MML-C. against an **insured** that is brought by any independent contractor, joint venturer, venture partner, any **employee** of the foregoing or any **employee** of an **insured** alleging, arising out of or resulting, directly or indirectly, from disputes over the (i) ownership or exercise of rights in **material**; or (ii) services supplied by such independent contractor, joint venturer, venture partner or **employee**;

MML-D. alleging, arising out of or resulting, directly or indirectly, from any:

1. purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or violation of any securities law, including provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended;
2. violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended;
3. breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violation of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 as amended;
4. antitrust violations, restraint of trade, unfair competition, or violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, as amended; or any regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws, or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law; provided, however, this exclusion shall not apply to unfair competition for which coverage may be provided under Clause II. **DEFINITIONS**, subparagraph (MML-E)(6) as set forth in paragraph 4. of this endorsement;
5. regulation promulgated under the foregoing laws, or any federal, state, local or foreign laws (i) similar to the foregoing laws (including "Blue Sky" laws) or (ii) regulating the same or similar conduct or services, whether such law is statutory, regulatory or common law; or
6. action that is brought by or on behalf of: (i) ASCAP, SESAC, BMI or other licensing organizations; (ii) the Federal Trade Commission; (iii) the Department of Health and Human Services or Office of Civil Rights; (iv) the Federal Communications Commission; or (v) any other federal, state, local or foreign government, agency or office;

MML-E. alleging, arising out of or resulting, directly or indirectly, from any (1) false or deceptive **advertising** or misrepresentation in **advertising** of **your** products or services, or (2) unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection or privacy laws based on such **advertising** including, but not limited to, **advertising** related violations of any local, state or federal consumer protection or privacy laws;

MML-F. alleging, arising out of or resulting, directly or indirectly, from any liability or obligation under any contract or agreement or out of any breach of contract; provided, however, this exclusion does not apply to any:

1. liability or obligation an **insured** would have in the absence of such contract or agreement;
2. liability to an **additional insured** agreed to in accordance with Clause II. **DEFINITIONS**, subparagraph (MML-A)(1);

- MML-G. alleging, arising out of or resulting, directly or indirectly, from:
1. any patent infringement;
 2. theft, copying, misappropriation, display or publication of any trade secret; or
 3. any infringement of copyright, trademark, trade name, trade dress, service name, brand name or servicemark, provided, however, this subparagraph does not apply to infringement of **material**.
- MML-H. alleging, arising out of or resulting, directly or indirectly, from any **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** where the first such **wrongful act** first occurs prior to the inception of or subsequent to the termination of the **policy period**;
- MML-I. alleging, arising out of or resulting, directly or indirectly, from any:
1. accounting practices or the determination of contingent compensation; or
 2. licensing fees or royalties ordered, directed or agreed to be paid by **you** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, title, slogan, trademark, trade name, trade dress, service mark, service name, or other protected property right;
- MML-J. alleging, arising out of or resulting, directly or indirectly, or related in any way to music publishing, music composition or music recording;
- MML-K. arising out of the continual distribution or redistribution of **material** that the **insured** has been notified in writing may infringe on the protected property right of others;
- MML-L. alleging, arising out of or resulting, directly or indirectly, from any **computer attack**; or
- MML-M. alleging, arising out of or resulting, directly or indirectly, from **material** on a **web log** if **you** or others compensated by **you** posted or edited such **material**; provided, however, this exclusion shall not apply to **material** that has been reviewed and approved prior to posting by legal counsel qualified and versed in clearance procedures for media.
7. Solely with respect to the coverage afforded under this endorsement, in Clause IV. **LIMITS OF LIABILITY**, paragraphs B. and C. are deleted in their entirety and replaced with the following:
- B. This policy shall afford coverage solely to each **loss** arising out of a **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** occurring during the **policy period** where the first such **wrongful act** first occurs during the **policy period**. **Our** total liability for all **loss** arising out of a **wrongful act**, related **wrongful acts** or series of continuous or repeated **wrongful acts** occurring during the

policy period shall not exceed the Limit of Liability set forth in the Declarations as applicable to "each **wrongful act.**"

- C. **Our** total liability for all **loss** arising from all **claims** made against **you** shall not exceed the Limit of Liability set forth in the Declarations as "aggregate."
8. Solely with respect to the coverage afforded under this endorsement, in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraph A., "**What You Must Do in the Event of a Claim,**" is deleted in its entirety and replaced with the following:

A. What You Must Do in the Event of a Claim

Before coverage will apply, **you** must notify **us** in writing of any **claim** against **you** as soon as practicable. Such notice and all other information and documentation required to be provided under this policy in the event of a **claim** or **loss** should be directed to **us** in c/o Chartis Claims, Inc. at **our** address indicated in the Declarations.

You must also:

1. immediately record the specifics of any **claim** and the date **you** first received such **claim**;
 2. immediately record the specifics of any **loss** and the date **you** first became aware of such **loss**;
 3. take prompt steps to minimize the **loss** and take reasonable steps to prevent further **loss**;
 4. at **our** request, report such **loss** to the FBI, CERT, ISAC or any other central reporting or investigative organization which **we** may designate;
 5. upon **our** request, furnish to **us** any and all documentation within **your** possession; and
 6. send **us** copies of all demands, suit papers, or other legal documents **you** receive, as soon as possible.
9. It is understood and agreed that in Clause VI. **OTHER PROVISIONS AFFECTING COVERAGE**, paragraphs J., "**Extended Reporting Provisions,**" and K., "**Notice of Circumstances,**" do not apply to coverage afforded under this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

© All rights reserved

AUTHORIZED REPRESENTATIVE