

Policy number

Issued to:

By:

TECHNOLOGY SERVICES COVERAGE ENDORSEMENT

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

1. Clause II., **DEFINITIONS**, paragraph K., is amended to by adding the following to the end of that paragraph:

“Professional services,” shall also mean: (1) the performance of **your technology services**; or (2) the creation, manufacture, development, distribution, license, lease or sale of **your technology products**.

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

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

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

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.

The terms referenced above are defined as follows:

TS-B. **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.

TS-C. **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. Provided, however a depletion in **your computer system’s** capacity shall not be considered a **denial of service attack** if caused by a mistake in determining capacity needs.

TS-D. **Identity theft** means the misappropriation of personal identity information of **your** customers, members or employees that is stored on **your computer system**, including without limitation, social security numbers, account numbers, passwords, credit card numbers, addresses or phone numbers, and that has resulted in, or could reasonably result in, the wrongful or fraudulent use of such information.

TS-E. **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."

TS-F. **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.

TS-G. **Technology product** means any computer hardware, firmware, software, or any related electronic product, equipment or device, specifically designed or intended for use in connection with any **technology service**, that is created, manufactured, developed, distributed, licensed, leased or sold by **you** or for **you** by others acting under **your** trade name, to others for compensation.

TS-H. **Technology service** means any computer or electronic information technology service performed by **you** or for **you** by others acting under **your** trade name, for others for compensation; including, but not limited to:

- (1) systems analysis,
- (2) systems programming,
- (3) data processing,
- (4) system integration,
- (5) outsourcing development and design,
- (6) management, repair and maintenance of computer products, networks and systems,
- (7) training in the use of any **technology product**, and
- (8) technology consulting services.

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

TS-J. **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.

TS-K. **Your computer system** means a **computer system** under the ownership, operation or control of the **named insured** or any **subsidiary**.

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

Solely with respect to any **claim** arising out of **your wrongful act** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**, **we** shall not cover **claims**:

- TS-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;
- TS-B. alleging, arising out of or resulting, directly or indirectly, from any electrical or mechanical failures, 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** in rendering or failing to render **technology services** or the creation, manufacture, development, distribution, license, lease or sale of **technology products**;
- TS-C. 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 any **insured's** fees, cost or profit guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
- TS-D. alleging, arising out of or resulting, directly or indirectly, from any violation of any **insured's privacy policy** or any failure of any **insured** to maintain a **privacy policy**;
- TS-E. arising out of or resulting, directly or indirectly, from any satellite failure;
- TS-F. alleging, arising out of or resulting, directly or indirectly, from any actual or threatened **computer attack to your computer system**; or
- TS-G. alleging, arising out of or resulting, directly or indirectly, from any:
- (1) fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused; or
 - (2) strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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