

# AXIS<sup>®</sup> PRO TECHNET SOLUTIONS<sup>™</sup> INSURANCE POLICY

## IMPORTANT NOTICE

**CLAIM EXPENSE** IS INCLUDED IN THE POLICY LIMIT AND THE **RETENTION**.

ALL WORDS OR PHRASES PRINTED IN BOLD FACE, OTHER THAN CAPTIONS, ARE DEFINED IN THE POLICY. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, AND WHAT IS AND IS NOT INSURED.

**CLAIMS MADE AND REPORTED POLICY:** THIS INSURANCE COVERAGE IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS. COVERAGE APPLIES ONLY TO **CLAIMS** FIRST MADE AND REPORTED TO THE **COMPANY** DURING THE **POLICY PERIOD** AND ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. COVERAGE DOES NOT APPLY TO ANY **WRONGFUL ACT** COMMITTED PRIOR TO THE **RETROACTIVE DATE** STATED IN THIS POLICY.

In consideration of the payment of the premium and in reliance on the statements in the **Application** and subject to all other terms of this policy, the **Company** designated on the Declarations agrees with the **First Named Insured**, on behalf of all **Insureds**, to the following:

## Section I. INSURING AGREEMENTS

### A. What The Company Insures

#### 1. Technology and Professional Liability

The **Company** will pay on behalf of the **Insured** those sums, in excess of the applicable **Retention** and within the Limit of Insurance, which the **Insured** becomes legally obligated to pay as **Damages** or **Claim Expense** because of a **Claim** arising out of a **Wrongful Act** committed:

- a. By the **Insured** in the performance of **Technology Services** for others for compensation;
- b. By the **Insured** that results in the failure of **Technology Products** to perform the function or serve the purpose intended; or
- c. By the **Insured** in the performance of **Professional Services** for others for compensation;

when such **Claim** is first made against any **Insured** and reported to the **Company** during the **Policy Period** or any Extended Reporting Period.

#### 2. Content Liability

The **Company** will pay on behalf of the **Insured** those sums, in excess of the applicable **Retention** and within the Limit of Insurance, which the **Insured** becomes legally obligated to pay as **Damages** or **Claim Expense** because of a **Claim** arising out of a **Wrongful Act** committed by the **Insured** in obtaining, processing, uttering or disseminating **Matter** in the course of performing **Technology Services** or **Professional Services**, when such **Claim** is first made against any **Insured** and reported to the **Company** during the **Policy Period** or any Extended Reporting Period.

#### 3. Security and Privacy Liability

The **Company** will pay on behalf of the **Insured** those sums, in excess of the applicable **Retention** and within the Limit of Insurance, which the **Insured** becomes legally obligated to pay as **Damages** or **Claim Expense** because of a **Claim** arising out of a **Wrongful Act** committed by the **Insured** resulting in an **Enterprise Security Event**, when such **Claim** is first made against any **Insured** and reported to the **Company** during the **Policy Period** or any Extended Reporting Period.

### B. Defense and Settlement of a Claim

The **Company** will have the right and duty to appoint counsel and defend a covered **Claim**, even if the allegations are groundless, false or fraudulent. Provided, however, that:

1. The **Company** may, at the **Company's** discretion, investigate and settle a covered **Claim**.
2. No offer to settle any **Claim** will be made or accepted by the **Insured** without prior written agreement by the **Company**. Notwithstanding the foregoing, it is understood that the **Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining **Retention**.
3. If the **Company** is willing to accept the judgment of the trial or appellate court or any negotiated settlement or settlement offer, and the **Insured** is not willing to accept such judgment or settlement, the **Company's** liability for any **Claim Expense** and/or **Damages** incurred after the **Company** indicated its willingness to accept such judgment or settlement shall be limited to the amount for which the **Company** could have resolved the **Claim**, plus an additional fifty percent (50%) of that amount. Nothing in this provision will cause the **Company's** liability to exceed the applicable Limit of Insurance set forth on the Declarations.
4. The **Company's** right and duty to defend and pay on the **Insured's** behalf ends when the **Company** has used up the applicable Limit of Insurance in payment of **Damages** or **Claim Expense** or as otherwise stated in **Section I.B.3.** of this policy.

5. Nothing in this **Section I.B.** will relieve the **Insured** from any notice, reporting, or cooperation requirements contained in any other part of this policy.

### C. Spousal Coverage

If a **Claim** made against an **Individual Insured** includes a **Claim** against that **Individual Insured's** lawful spouse solely by reason of:

1. Such spouse's status as the **Individual Insured's** spouse, or
2. Such spouse's ownership interest in property from which the claimant seeks recovery for the **Individual Insured's Wrongful Acts**,

all **Claim Expense** and **Damages** which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this policy as **Claim Expense** and **Damages** which the **Individual Insured** is legally obligated to pay on account of the **Claim** made against the **Individual Insured**. Such **Claim Expense** and **Damages** shall be covered under this policy only if and to the extent that such **Claim Expense** and **Damages** would be covered under this policy if incurred by the **Individual Insured**. The coverage extension afforded by this subsection does not apply to any **Claim** alleging any **Wrongful Act** by the **Individual Insured's** spouse. The term "spouse" as used in this section shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

## Section II. LIMITS OF INSURANCE, RETENTION AND REIMBURSEMENT

### A. Limits of Insurance

1. Each **Wrongful Act**

The Each **Wrongful Act** Limit of Insurance stated in Item 4.a. on the Declarations is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made and reported during the **Policy Period** and any Extended Reporting Period arising from the same **Wrongful Act** or **Interrelated Wrongful Acts**, no matter how many:

- a. **Insureds** this policy covers;
- b. **Claims** are made; or
- c. Persons or organizations make **Claims**.

2. Total Limit of Insurance

The Total Limit of Insurance stated in Item 4.b. of the Declarations is the most the **Company** will pay for **Damages** and **Claim Expense** combined for the total of all **Claims** made and reported during the **Policy Period** and any Extended Reporting Period, if applicable, no matter how many:

- a. **Insureds** this policy covers;
- b. **Claims** are made;
- c. Persons or organizations make **Claims**; or
- d. **Wrongful Acts** are committed.

### B. Retention

A single **Retention** in the amount stated in Item 5. of the Declarations shall apply with respect to all **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts**. The **Company** shall be liable for only that part of **Damages** and **Claim Expense** covered under this policy which is excess of such **Retention**. Such **Retention** shall be borne by the **Insureds** uninsured and at their own risk. The **Retention** applies to **Damages** and **Claim Expense** combined.

If more than one **Retention** applies to a **Claim** covered under this policy or any endorsements thereto, the **Insured's Retention** obligation shall not exceed the largest applicable **Retention**.

The Limit of Insurance shall not be reduced by the application of the **Retention**.

### C. Reimbursement

If, at the **Company's** option and in its sole discretion, the **Company** has paid any amounts for **Damages** or **Claim Expense** in excess of the applicable Limit of Insurance, any amounts paid in excess of the **Company's** obligation to pay **Damages** and **Claim Expense** pursuant to **Section I.B.3.**, or amounts paid in connection with **Claims** for which this policy does not afford coverage, or if the **Company** has paid part or all of any **Retention**, the **Insured** shall promptly reimburse the **Company** for such amounts upon demand.

The **Company** will have the right to seek recovery from any **Insured** for any **Claim Expense** or **Damages** paid by the **Company** as a result of any portion of a **Claim** that is not covered by this policy.

### Section III. EXCLUSIONS – What The Company Does Not Insure

- A. The **Company** is not obligated to pay **Damages** or **Claim Expense** or defend **Claims** for or arising directly or indirectly out of:
1. **Bodily Injury** or **Property Damage**.
  2. Infringement or contributing to the infringement of patent.
  3. Misappropriation or theft of trade secrets; except this exclusion does not apply to a **Wrongful Act** resulting in the misappropriation or theft of **Corporate Information** if otherwise covered by **Section I.A.3. Security and Privacy Liability**.
  4. Unfair competition, restraint of trade or any other violation of antitrust laws, including, but not limited to, the Sherman Act, the Clayton Act, the Robinson-Patman Act, all as amended and any rules or regulations promulgated pursuant thereto, as well as any other similar federal, state, local, provincial, or foreign law.
  5. Harassment, misconduct or discrimination because of or relating to:
    - a. Race, creed, color or age;
    - b. Sex, sexual preference, national origin or religion; or
    - c. Handicap, disability or marital status.
  6. Gain, profit or advantage to which any **Insured** is not legally entitled, as evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. Pursuant to **Section II.C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.
  7. Acts of the **Insured** related to any pension, healthcare, welfare, profit sharing, mutual or investments plans, funds or trusts; or any violation of any provisions of the Employee Retirement Income Security Act of 1974 and any amendments thereof, or regulations, rulings or orders issued pursuant thereto; provided, however, these exclusions shall not apply to a **Claim** by a current or former employee of the **Named Insured** and otherwise covered under **Section I.A.3.** of this policy.
  8. Violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Advisers Act of 1940, any state blue sky or securities law, any similar state or federal law, or any amendment to the above laws or any violation of any order, ruling or regulation issued pursuant to the above laws.

9. The actual or threatened discharge, dispersal or release of any **Pollutant**; or the creation of an injurious condition involving any **Pollutant**; or the existence of any **Pollutant** on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any **Pollutant**. This exclusion is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution.
10. The performance of services which can only be performed by a (an):
- a. Architect or licensed engineer;
  - b. Attorney;
  - c. Certified public accountant;
  - d. Medical practitioner or other health care provider, including, but not limited to, physicians or nurses, and including any **Claims** arising directly or indirectly out of medical malpractice, including the giving or receiving of professionally qualified medical opinions, or the administration of or failure to administer or summon medical care or first aid;
  - e. Actuary;
  - f. Licensed insurance or real estate agent or broker;
  - g. Certified financial planner; or
  - h. Securities or investment advisor or broker/dealer.
11. Malfunction or defect of any hardware or equipment; except this exclusion does not apply when the malfunction or defect is solely the result of the **Insured's Wrongful Act** with respect only to **Section I.A.1. Technology and Professional Liability**.
12. Electrical or mechanical failure, including power interruption, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure; except this exclusion does not apply when the failure is solely the result of the **Insured's Wrongful Act** with respect only to **Section I.A.1. Technology and Professional Liability**.
13. Unsolicited faxes, unsolicited electronic mail, unsolicited telephone calls or other unsolicited electronic communications, except when directly resulting from a covered **Wrongful Act**. This exclusion shall include alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws, or violation of any order, ruling or regulation issued pursuant to such laws that regulate such communication.
14. Actions, decisions, orders, or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental entity, except as otherwise stated in **Section III.C.4.** of this policy.
15. Breach of contract, representation, warranty or guarantee, except for:
- a. Allegations of breach of contract arising out of any **Insured's** liability that would have attached in the absence of such contract;
  - b. Liabilities **Assumed Under Contract**; and
  - c. Allegations of a breach of an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards.

However, the above exceptions shall not apply to any guarantees or promises relating to cost estimates, contract prices, cost savings, profits or return on investment, and the **Company** shall not be obligated to pay any **Damages** or **Claim Expense** or any other amounts arising out of such guarantees or promises.

16. **Advertising by Insured and Contests.**

17. Inaccurate, inadequate or incomplete description of the price of goods, products or services, or the failure of goods, products, or services to conform with any represented quality or performance contained in material which promotes the product, service or business of others.
18. Failure to render any services or complete any project on time, interruption of services, or any other delay; except this exclusion does not apply to the **Insured's Wrongful Act** in performing **Technology Services** or **Professional Services**.
19. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**B. The Company is not obligated to pay Damages or Claim Expense or defend Claims for or arising directly or indirectly out of:**

Any act, error or omission that is dishonest, fraudulent, criminal, malicious or intentionally committed while knowing it was wrongful. However, this exclusion does not apply to:

1. **Claims** brought against any **Insured** if the **Insured** did not commit, acquiesce or participate in the actions that gave rise to the **Claim**. However, this exception shall not apply to any **Named Insured** if a current or former partner, officer, or director of such **Named Insured** committed, acquiesced or participated in the actions that gave rise to the **Claim**; or
2. **Claims** against any **Insured** for **Wrongful Acts** allegedly or actually committed by a person who would qualify as an **Insured** but for their acts being outside the scope of their duties as a partner, officer, director or employee of an **Insured**, that result in an **Enterprise Security Event** as covered under the Insuring Agreement at **Section I.A.3.** of this policy.

Furthermore, this exclusion shall not apply to any **Insured** unless and until evidenced by any judgment, final adjudication, alternate dispute resolution proceeding or written admission by the **Insured**. Pursuant to **Section II.C.** of this policy, the **Company** shall have a right to reimbursement of any **Damages** or **Claim Expense** paid by the **Company** as a result of a **Claim** to which this exclusion applies.

**C. The Company is not obligated to pay Damages or Claim Expense for Claims brought or maintained by or on behalf of or in the right of:**

1. Any entity which is a parent, **Subsidiary**, joint venturer or co-venturer of any **Insured**; or other entity in which any **Insured** is a partner;
2. Any entity directly or indirectly controlled, operated or managed by an entity described in **Section III.C.1.**, above;
3. Any **Insured**, provided, however, that this exclusion shall not apply to **Claims** brought or maintained by or on behalf of or in the right of any **Additional Insured**, unless such **Additional Insured** is also subject to exclusion **C.1.** or **C.2.**, nor to employees with respect to **Claims** alleging **Wrongful Acts** covered under **Section I.A.3. Security and Privacy Liability**;
4. Any regulatory authority, or any federal, state or local governmental agency; except this exclusion does not apply to a **Claim** brought by any of these entities if such entity is also a client, and the **Claim** arises from actual or alleged **Wrongful Acts** covered under this policy; or
5. Any present, former or prospective employees, officers, directors of any **Insured** when the **Claim** is in any way related to the present, former or prospective employment relations between the claimant and any **Insured**, provided, however, that this exclusion shall not apply to any **Additional Insured**, nor to employees with respect to **Claims** alleging **Wrongful Acts** covered under the Insuring Agreement at **Section I.A.3. Security and Privacy Liability**.

**D. The Company is not obligated to pay Damages or Claim Expense or defend Claims based upon, arising out of, directly or indirectly resulting from, in consequence of or in any way involving:**

1. Any fact, circumstance, transaction, event or **Wrongful Act** that:
  - a. Prior to the **First Inception Date** was the subject of any notice of **Claim** or loss, or notice of potential **Claim** or potential loss, given under any other policy of insurance;
  - b. As of the **First Inception Date**, any **Insured** had knowledge of and was reasonably likely to give rise to a **Claim** that would fall within the scope of the insurance afforded by this policy; or
  - c. Whenever occurring, together with a fact, circumstance, transaction, event or **Wrongful Act** described in a. or b. above, constitute an **Interrelated Wrongful Act**;
2. Any written demand, suit or other proceeding pending, or order, decree or judgment entered against any **Insured** on or prior to the **First Inception Date**, including:
  - a. Any **Wrongful Act**, fact, circumstance or situation underlying or alleged therein; or
  - b. Whenever occurring, together with a fact, circumstance, transaction, event or **Wrongful Act** described in a. above, constitute an **Interrelated Wrongful Act**.

## Section IV. WHERE AND WHEN THE COMPANY INSURES

### A. Where The Company Insures

Coverage under this policy applies to **Wrongful Acts** committed anywhere and to **Claims** made in any jurisdiction in the world. If **Claim Expense** or **Damages** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate published in the *Wall Street Journal* at the time of the payment.

### B. When The Company Insures

This insurance applies to **Claims** covered under **Section I. INSURING AGREEMENTS**, when such **Claims** are made and reported to the **Company** as provided below. For the purposes of this section, the **Company** will consider a **Claim** to be first made against an **Insured** when a **Claim** is first received by any **Insured**. For coverage to apply, the **Insured** shall be obligated to report **Claims** in accordance with **Section VI. GENERAL CONDITIONS, C., Insured's Duties in the Event of a Claim**.

#### 1. **Claims** First Made and Reported During the **Policy Period**

This insurance applies when a **Claim** for **Wrongful Acts** is first made against an **Insured** and reported in writing to the **Company** during the **Policy Period**; provided, however, if a **Claim** is first made against any **Insured** within thirty (30) days immediately prior to the end of the **Policy Period**, the **Claim** must be reported in writing to the **Company** no later than thirty (30) days after the end of the **Policy Period**.

The **Claim** must arise from a **Wrongful Act** that occurred after the **Retroactive Date** and prior to the end of the **Policy Period**.

#### 2. **Claims** first made and reported after the **Policy Period** for Reported **Wrongful Acts**

The **Company** will cover a **Claim** first made against any **Insured** after the end of the **Policy Period** for **Wrongful Acts** committed between the **Retroactive Date** and the end of the **Policy Period**, but only if all of the following conditions are met:

- a. The **Company** receives written notice of the **Wrongful Act** during the **Policy Period**.

The notice must include all of the following information:

- (1) The names of those persons or organizations involved in the **Wrongful Act**;
- (2) The specific person or organization likely to make the **Claim**;

(3) A description of the time, place and nature of the **Wrongful Act**; and

(4) A description of the potential **Damages**;

- b. The **Insured** gives the **Company** such additional information and cooperation as it may reasonably require; and
- c. The **Insured** complies with the reporting requirements stated in **Section VI.C.** of this policy when a **Claim** resulting from a **Wrongful Act** is made against the **Insured**.

### 3. Automatic Extended Reporting Period

If the **First Named Insured** or the **Company** does not renew this policy, the **Company** will cover a **Claim** first made against any **Insured** during the sixty (60) days immediately following the end of the **Policy Period** if reported within the sixty (60) days immediately following the end of the **Policy Period** and as otherwise required by **Section VI.C. Insured's Duties in the Event of a Claim**, but only if all of the following conditions are met:

- a. The **Insured** has not purchased any Optional Extended Reporting Period described in **Section IV.B.4.**, below; and
- b. The **Wrongful Act** giving rise to such **Claim** is committed between the **Retroactive Date** and the end of the **Policy Period**;

The provisions of this policy in effect immediately preceding the end of the **Policy Period** shall apply to any resulting **Claim**.

### 4. Optional Extended Reporting Period

The **First Named Insured** may elect to purchase an Optional Extended Reporting Period from the **Company** to cover any **Claim** first made after the end of the **Policy Period**, pursuant to the additional terms and conditions stated in this section. This provision shall not apply to a **Claim** which arises from a reported **Wrongful Act** as described in **Section IV.B.2.**, above. If an Optional Extended Reporting Period is purchased, the terms and conditions of the Automatic Extended Reporting Period shall not apply to cover **Claims** made after the end of the **Policy Period**, except as otherwise provided by applicable law.

- a. If the **First Named Insured** purchases an Optional Extended Reporting Period, the **Company** will cover a **Claim** first made against any **Insured** during the Optional Extended Reporting Period, but only if all of the following conditions are met:
  - (1) The **Claim** arises from a **Wrongful Act** committed by an **Insured** between the **Retroactive Date** and the end of the **Policy Period**;
  - (2) No **Insured** knew prior to the **First Inception Date**, of a **Wrongful Act** that could reasonably be expected to lead to the **Claim**;
  - (3) There is no other valid and collectible insurance that has been arranged for by any **Insured** and applies to a **Claim** covered under this policy; and
  - (4) The **Insured** complies with the reporting requirements stated in **Section VI.C.** of this policy when a **Claim** resulting from a **Wrongful Act** is made against the **Insured**. Such **Claim** must be reported during the Optional Extended Reporting Period in order to be covered.

The **Company** will consider a **Claim** to be first made during the Optional Extended Reporting Period only if the **Claim** is first received by any **Insured** after the Expiration Date of the **Policy Period** and prior to the Expiration Date stated in the Optional Extended Reporting Period Endorsement.

- b. The following provisions and conditions also apply to the Optional Extended Reporting Period:



- (1) If the **Company** or **First Named Insured** cancels or non-renews this policy, and upon request by the **First Named Insured**, the **Company** will sell an Optional Extended Reporting Period, unless the **Company** cancels or non-renews the policy because:

- (a) Any **Insured** failed to pay the premium or **Retention**; or
- (b) Any **Insured** failed to comply with policy provisions.

Changes or proposed changes in premium or policy provisions shall not be construed as cancellation or nonrenewal of the policy by the **Company**.

- (2) The Optional Extended Reporting Periods and their respective percentages of the annual premium that the **First Named Insured** must pay to purchase an Optional Extended Reporting Period are:

One Year	=	100% of the annual premium
Two Years	=	175% of the annual premium
Three Years	=	225% of the annual premium

- (3) The **Company** must receive the **First Named Insured's** request for the Optional Extended Reporting Period by written notice within forty-five (45) days after the end of the **Policy Period**. On receipt and acceptance of the request, the **Company** will issue an endorsement showing the Optional Extended Reporting Period in accordance with the option requested by the **First Named Insured**. At the same time, the **Company** will bill the additional premium and the **Company** must receive payment within sixty (60) days following the effective date of termination or nonrenewal. Premium for the Optional Extended Reporting Period shall be fully earned on the effective date of the endorsement. Once in effect, the Optional Extended Reporting Period may not be canceled.
- (4) A **Claim** reported in writing to the **Company** during the Optional Extended Reporting Period will be deemed to have been made on the last day of this **Policy Period**. The provisions of this policy in effect on the last day of this **Policy Period** will apply.
- (5) The Optional Extended Reporting Period does not reinstate or increase the Limit of Insurance.
- (6) The Optional Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided.

#### 5. Multiple **Claims**

All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be considered a single **Claim** and will be deemed to have been made on the earlier of the following dates:

- a. The date the first of those **Claims** is made against any **Insured**; or
- b. The first date the **Company** receives the **Insured's** written notice of any such **Wrongful Act** or **Interrelated Wrongful Acts**.

The provisions of this policy in effect on that date will apply.

### Section V. DEFINITIONS USED IN THIS POLICY

- A. "Additional Insured"** means an individual who or entity that, at the time of the **Wrongful Act**, is specified as an additional insured by endorsement to this policy, but only for vicarious or imputed liability resulting from **Wrongful Acts** committed solely by the **Named Insured**.

This policy does not apply to any **Claim** alleging independent or direct liability of any **Additional Insured**.

- B. "Advertising"** means any publicity or promotion of the products or services of others. **Advertising**, as used in this policy, does not mean or include "**Advertising by Insured**" or "**Contests**."

- C. **"Advertising by Insured"** means advertising, publicity or promotion of any kind of the **Insured's** products and services.
- D. **"Application"** means all of the following, submitted to and relied upon by the **Company** for the purposes of offering this policy and any endorsements thereto:
1. The **Insured's** AXIS PRO® TechNet Solutions™ Application;
  2. The **Insured's** DATASURE FIRST-PARTY COVERAGE NETWORK SECURITY QUESTIONNAIRE;
  3. The **Insured's** AXIS PRO® TechNet Solutions™ MID-TERM ACQUISITION, MERGER, OR NEWLY CREATED ENTITY QUESTIONNAIRE;
  4. The **Insured's** AXIS PRO® TechNet Solutions™ Renewal Application, if this policy is a renewal of a policy issued by the **Company**;
  5. Any subsequent versions of the applications listed in items 1. - 4., above;
  6. Other companies' insurance policy applications, if accepted by the **Company**; and
  7. All attachments to the **Application** or renewal **Application**, and any other information furnished to the **Company** for the purpose of applying for the insurance.
- E. **"Assumed Under Contract"** means liability assumed by the **Insured** in the form of hold harmless or indemnity agreements executed with any party, but only as respects the types of **Claims** specified in **Section I.A.2.** arising out of a **Wrongful Act** in obtaining, processing, uttering or disseminating **Matter** in the course of performing **Technology Services** or **Professional Services**.
- F. **"Bodily Injury"** means physical injury to the body, or sickness or disease sustained by a person, including death resulting therefrom.
- Bodily Injury** also means mental injury or mental anguish, including emotional distress, shock or fright, whether or not resulting from injury to the body, sickness, disease or death of any person. However, **Bodily Injury** shall not mean mental injury or mental anguish if directly resulting from a **Wrongful Act** for which coverage is provided under the Insuring Agreement in **Section I.A.2. Content Liability**, or in **Section I.A.3. Security and Privacy Liability** to the extent such **Wrongful Act** results in an **Enterprise Security Event** concerning **Protected Personal Information**.
- G. **"Claim"** means a written demand or written assertion of a legal right made against any **Insured** seeking **Damages** or non-monetary relief, including arbitration proceedings. **Claim** does not include any actions brought by any regulatory authority, or any federal, state or local governmental agency, except as provided in **Section III.C.4.**
- H. **"Claim Expense"** means reasonable and necessary expenses incurred by the **Company** or by the **Insured** with the **Company's** consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the **Company** or by the **Insured** with the **Company's** consent. **Claim Expense** includes:
1. Attorneys fees, including such fees necessitated by a demand for a retraction or correction;
  2. Costs taxed against an **Insured** in any suit defended by the **Company**;
  3. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. The **Company** does not have to furnish these bonds; and
  4. Expenses incurred by an **Insured** at the **Company's** request, excluding:
    - a. Loss of earnings; and
    - b. Salaries, benefits, or other compensation paid to any **Insured**.
- I. **"Company"** means the insurance company stated at the top of the Declarations.

J. **"Contests"** means discounts, coupons, prizes, games of chance, sweepstakes, awards or other incentives offered by the **Insured** including, but not limited to, any of the foregoing when used in connection with or as advertising, promotions, or for the purpose of gaining publicity.

K. **"Corporate Information"** means, with respect to an organization, any information held by the **Insured**:

1. That is subject to any form of confidentiality agreement or confidentiality provision in a contract or agreement between the organization and any **Named Insured**; or
2. Which the **Named Insured** is legally required to maintain in confidence.

However, **Corporate Information** does not include **Protected Personal Information** or any publicly available information that is lawfully in the public domain or information available to the general public from government records.

L. **"Damages"** means monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied or exemplary, if permitted by law in an applicable jurisdiction; and legal expense or other costs included as part of a judgment, award or settlement. **Damages** also includes interest on any part of a judgment not exceeding the Limit of Insurance that accrues after the entry of the judgment and before the **Company** has paid or tendered or deposited the applicable judgment amount in court.

**Damages** does not include:

1. Fines, penalties, taxes, loss of tax benefits, or sanctions assessed against any **Insured**, other than an **Additional Insured**;
2. Costs incurred by an **Insured**, other than an **Additional Insured**, to comply with orders granting non-monetary or injunctive relief;
3. Royalties, fines or penalties sought from an **Insured**, other than an **Additional Insured**, by any licensing organization;
4. Return or offset of royalties, fees, deposits, commissions or charges;
5. Any award, calculation or determination of damages based on royalties, licensing fees or profits;
6. Loss or fluctuation in the value of monies or securities;
7. Any costs or expenses incurred by any **Insured** or others to withdraw or recall material, media, medium (including CD's, DVD's, cassettes and LP's), **Technology Products** (including products of others which incorporate **Technology Products**) or **Technology Services** or **Professional Services** from the marketplace, or loss of use arising out of such withdrawal or recall;
8. Disgorgement of unjust enrichment or profits by an **Insured**, future profits and restitution;
9. Liquidated damages to the extent such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
10. Credits, refunds, discounts, coupons, prizes, awards or other incentives offered by the **Insured**;
11. Any amounts for which the **Insured** is not liable or for which there is no legal recourse against the **Insured**; and
12. Matters deemed uninsurable under the law pursuant to which this policy shall be construed.

In determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the **Company** and the **Insured**, provided that such jurisdiction is:

- a. Where the punitive, exemplary or multiplied damages were awarded or imposed;
- b. Where the **Wrongful Act** giving rise to the **Claim** took place;

- c. Where the **Company** or any **Insured** is incorporated, has its principal place of business or resides; or
- d. Where this policy was issued or became effective.

**Damages** also does not include costs of completing, correcting, performing or re-performing **Technology Services**, **Technology Products** or **Professional Services** by or at the direction of any **Insured**.

**M. "Enterprise Security Event"** means any of the following:

- 1. Accidental release, unauthorized disclosure, theft, or loss of **Protected Data** by the **Insured** or **Service Contractor**;
- 2. Unauthorized access to or unauthorized use of **Protected Data** on the **Insured's Computer System** that directly results in theft, alteration, destruction, deletion, corruption or damage of **Protected Data**;
- 3. Transmitting or receiving **Malicious Code** via the **Insured's Computer System**; or
- 4. Unauthorized access to or unauthorized use of the **Insured's Computer System** that directly results in denial or disruption of access of authorized parties.

**N. "First Inception Date"** is the Inception Date of the earliest errors and omissions insurance policy the **Company** issued to the **First Named Insured** that provides coverage similar to that afforded under this policy when there has been uninterrupted coverage by the **Company** for the **First Named Insured** from that earliest policy to this policy.

**O. "First Named Insured"** means the entity first listed in Item 1. of the Declarations.

**P. "Individual Insured"** means, individually and collectively:

- 1. Any **Named Insured** that is an individual person;
- 2. Any **Named Insured's** stockholders but solely for their liability as stockholders;
- 3. Any **Named Insured's** and **Subsidiaries'** current or former partners, officers, directors and employees, but only with respect to their activities within the scope of their duties in their capacity as such;
- 4. A natural person performing services or duties within the scope of their employment agreement with the **Named Insured** and for whom the **Named Insured** is legally liable, but only as respects **Claims for Wrongful Acts** committed within the scope of such person's duties performed on behalf of the **Named Insured**, and only at the **Named Insured's** election upon notifying the **Company** of such **Claim**; and
- 5. **Additional Insureds**.

In the event of death, incompetence, insolvency or bankruptcy of any **Insured**, "**Individual Insured**" will also mean the **Insured's** legal representative if a **Claim** is brought against the legal representative by reason of his or her status as such, but only if and to the extent the **Claim** would be covered under this policy if brought against the **Insured**. The **Insured's** legal representative shall not be considered an **Insured** for **Claims** alleging **Wrongful Acts** by the **Insured's** legal representative.

**Q. "Insured"** means, individually and collectively:

- 1. A **Named Insured**; and
- 2. An **Individual Insured**.

**R. "Insured's Computer System"** means computers and associated input and output devices, data storage devices, networking equipment, and back-up facilities operated by and either owned by or leased to the **Named Insured**; or operated for the benefit of the **Named Insured** by a third party service provider and used for the purpose of providing hosted application services to the **Named Insured**; or for processing, maintaining, or storing electronic data, pursuant to written contract with the **Named Insured**.

**S. "Internet Professional Services"** means:

1. Providing or maintaining any of the following for use by others through the Internet:
  - a. Application Service Provider (ASP) services;
  - b. Domain name registration services;
  - c. Internet hosting services;
  - d. Internet Service Provider (ISP) services;
  - e. Search engine services; or
  - f. Web portal services;
2. Providing Internet media services, which means:
  - a. The electronic publishing or display of **Matter** on an Internet site; or
  - b. Providing or maintaining of: instant messaging, web-conferencing, webcasting, Internet-based electronic mail, online forums, bulletin boards, list-serves or chat rooms; and
3. Providing commerce transaction services, which means the following services performed on behalf of others: processing electronic transactions, registering Internet users, or storing or organizing information provided by Internet users; and
4. The matching of third-party buyers and third-party sellers of goods or services through the Internet.

**T. "Interrelated Wrongful Acts"** means all **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally or logically connected facts, circumstances, situations, events, transactions or causes.

**U. "Malicious Code"** means any computer virus, Trojan horse, worm, or other code, script, or software program that is intentionally designed and released or inserted to damage, harm or infect any or all parts of a computer network and/or **Protected Data** on such network.

**V. "Matter"** means communicative or informational content regardless of the nature or form of such content, including content disseminated electronically and/or digitally when authorized or controlled by the **Insured** (e.g. via websites, chat rooms, bulletin boards, databases and blogs), and including **Advertising** disseminated by the **Named Insured** or by others on behalf of the **Named Insured** in any medium, including the Internet. **"Matter"** does not mean **Advertising by Insured**.

**W. "Named Insured"** means the person(s) or entity(ies) listed in Item 1. of the Declarations of this policy and **Subsidiaries** of such entity(ies).

**X. "Policy Period"** means the period of time stated in Item 2. of the Declarations or any shorter period resulting from cancellation of this policy.

**Y. "Pollutant"** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:

1. Smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
2. Hazardous, toxic or radioactive matter or nuclear radiation;
3. Waste, which includes material to be recycled, reconditioned or reclaimed; or
4. Any other **Pollutant** as defined by applicable federal, state or local statutes, regulations, rulings, ordinances, or amendments thereto.

- Z. "Privacy Regulation"** means any of the following statutes and regulations associated with the care, custody, control or use of personally identifiable financial, medical or other sensitive personal information:
1. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191);
  2. Gramm-Leach-Bliley Act of 1999; or
  3. Other similar state, federal and foreign identity theft and privacy protection legislation that requires commercial entities that collect, process, or store **Protected Personal Information** to post privacy policies, adopt specific privacy controls, or notify natural persons and/or organizations in the event that **Protected Personal Information** has been comprised.
- AA. "Professional Services"** means those services that are listed by endorsement to this policy.
- BB. "Property Damage"** means physical injury to tangible property and any resulting loss or corruption of data or information, including all resulting loss of use of that property, data or information. **Property Damage** does not mean the loss, corruption or destruction of data or information when the tangible property on which the data or information resides or resided is not physically injured.
- CC. "Protected Data"** means **Protected Personal Information** and **Corporate Information**.
- DD. "Protected Personal Information"** means, with respect to natural persons, any private, non-public or public information of any kind maintained by the **Insured** or a party for whom the **Insured** is legally responsible regardless of the nature or form of such information, including but not limited to the following, but only to the extent such information allows an individual to be uniquely identified:
1. Social Security Number;
  2. Medical service or healthcare data;
  3. Driver's license or state identification number;
  4. Equivalents of any of the information listed in 1. – 3., above;
  5. Account, credit card, or debit card number, alone or in combination with any information that permits access to an individual's financial information, including, but not limit to, security or access code or password; and
  6. Other public or non-public information to the extent covered under **Privacy Regulations**.
- EE. "Retention"** means the amount stated in Item 5. on the Declarations and as described in **Section II.B.** of this policy.
- FF. "Retroactive Date"** means the date stated in Item 3. of the Declarations. If no date is stated, the **Retroactive Date** shall be the Inception Date of this policy.
- GG. "Service Contractor"** means a natural person performing services or duties within the scope of his or her employment agreement with the **Named Insured** and for whom the **Named Insured** is legally liable, but only as respects **Wrongful Acts** committed within the scope of such person's duties performed on behalf of the **Named Insured**; and any organization that processes, maintains, or stores **Protected Data** on behalf of the **Named Insured** pursuant to a written contract with the **Named Insured**.
- HH. "Subsidiary(ies)"** means any entity in which, and so long as, the **Named Insured** either directly or indirectly:
1. Owns more than fifty percent (50%) of the issued and outstanding voting equity securities; or
  2. Controls voting rights representing the present right to vote for election or to appoint more than fifty percent (50%) of the directors or trustees;

on or before the effective date of this policy or after the effective date of this policy; provided that, with respect to any entity that becomes a **Subsidiary** after the effective date of this policy, if the entity's gross revenues exceed fifteen percent (15%) of **Insured's** annual gross revenues at the effective date of this policy, the entity shall only be deemed a **Subsidiary** under this policy for a period of ninety (90) days from the date it becomes a **Subsidiary**.

If the **Named Insured** gives written notice, within ninety (90) days of such entity becoming a **Subsidiary**, including the necessary underwriting information as the **Company** may require, and pays any additional premium as the **Company** may require, then the **Company** will issue an endorsement including such entity in the definition of **Subsidiary** for the duration of the **Policy Period**.

In all events, there is no coverage for any **Wrongful Act, Damages** or **Claim Expense** relating to any activities of a **Subsidiary** occurring prior to the time such entity became a **Subsidiary**, or after such time the entity ceases to be a **Subsidiary**.

**II. "Technology Product" means:**

1. Software developed or created by the **Insured** and distributed, licensed or sold to others by the **Insured** for compensation; and
2. Telecommunications and computer hardware, software, firmware, or any related electronic product, equipment or device specifically designed or intended for use in connection with the **Insured's Technology Services**, that is created, manufactured, developed, distributed, licensed, leased or sold by the **Insured** to others for compensation.

**JJ. "Technology Services" means:**

1. The following information technology services with respect to any electronic or computer-based network:
  - a. Design, programming, integration;
  - b. Reviewing, analyzing, testing, auditing;
  - c. Consulting, managing, implementing;
  - d. Computer and network security services including but not limited to providing content filtering, patch administration and security audits;
  - e. Storing, collecting, compiling, processing, mining, conversion, encryption, recording or analysis of data;
2. Website design and programming;
3. Any computer or electronic services, including licensing, developing, marketing, installing, maintaining, supporting, repairing and training in the use of electronic or computer related hardware or software; and
4. **Internet Professional Services.**

**KK. "Wrongful Act"** means the following conduct or alleged conduct by an **Insured**, or any person or organization for whom an **Insured** is legally liable, in its capacity as such:

1. With respect only to **Section I.A.1. Technology and Professional Liability**:
  - a. Negligent act, error, or omission, which shall include a negligent act, error or omission that results in copyright infringement of software but only if such infringement arises out of **Technology Services** or software developed or created by the **Insured** and distributed, licensed or sold to others by the **Insured** for compensation;
  - b. Unintentional breach of contract;

- c. Defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
  - d. Invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness;
  - e. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; or
  - f. False arrest, detention or imprisonment or malicious prosecution.
2. With respect only to **Section I.A.2. Content Liability**:
- a. Defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct;
  - b. Invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness;
  - c. Infringement of title, slogan, trademark, trade name, trade dress, service mark or service name, including any related misuse of such intellectual property rights in **Matter**;
  - d. Infringement of copyright, including any related misuse of such intellectual property rights in **Matter**, provided however, this does not include copyright infringement of software;
  - e. False attribution of authorship, passing off, plagiarism or misappropriation of ideas under implied contract, including any related misuse of such intellectual property rights in **Matter**;
  - f. Wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; or
  - g. False arrest, detention or imprisonment or malicious prosecution.
3. With respect only to **Section I.A.3. Security and Privacy Liability** an act, error, or omission.

All **Interrelated Wrongful Acts** shall be treated as one **Wrongful Act**.

## **Section VI. GENERAL CONDITIONS**

### **A. Time of Inception; Policy Period**

This policy will begin at 12:01 A.M. on the Inception Date shown in Item 2 of the Declarations. This policy will continue to apply until 12:01 A.M. on the Expiration Date also shown in the Declarations unless terminated at an earlier date.

### **B. Premium**

The **First Named Insured** will pay to the **Company** the amount of premium stated in Item 6 of the Declarations. The premium may be adjusted at any time during the **Policy Period** or any extensions of the **Policy Period** based upon changes in the provisions of this policy, as may be agreed upon by the **First Named Insured** and the **Company** or as otherwise provided in this policy.

### **C. Insured's Duties in the Event of a Claim**

1. The **Insured** must do the following after the **Insured** has knowledge of the **Claim**:
  - a. Notify the **Company** in writing as soon as practicable. This notice must contain details that identify the **Insured**, the claimant and all reasonably obtainable information concerning the time, place and other details of the **Wrongful Act** and **Claim**;



- b. Immediately send the **Company** copies of all demands, notices, summonses or legal papers received in connection with the **Claim**;
  - c. Authorize the **Company** to obtain records and other information; and
  - d. The **Insured** will in all respects cooperate with, and provide information requested by, the **Company** with respect to any **Claim** or **Enterprise Security Event** for which coverage is afforded under this policy and, at the **Company's** request, assist in mitigating **Damages** and all other **Claim Expense**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
2. No **Insured** will, except at the **Insured's** own cost, voluntarily make a payment, admit liability, assume any obligation or incur any expense without the **Company's** prior written consent.
  3. The **Company** will consider the **Insured** to have knowledge of a **Claim** when any of the offices of the **Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager or in-house counsel has knowledge of the **Claim**.
  4. In all events, under the terms and conditions of this policy, **Claims** must be reported in writing to the **Company** during the **Policy Period** or any applicable Extended Reporting Period in order to be covered, except as otherwise provided in **Section IV.** of this policy.

#### **D. Bankruptcy**

The bankruptcy or insolvency of the **Insured** or **Insured's** estate will not relieve the **Company** of the **Company's** obligation under this insurance.

#### **E. Other Insurance**

If other valid and collectible insurance has been arranged for by any **Insured** and applies to a **Claim** covered under this policy, this insurance is excess over such other insurance, except when the other insurance is specifically arranged by or on behalf of the **Named Insured** to apply in excess of this insurance, and no other insurance applies to the **Claim**.

#### **F. Subrogation and Recovery**

In the event of any payment under this policy, the **Company** will be subrogated to all the **Insured's** rights of recovery therefore against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The **Company** will have no rights of subrogation against any **Insured** hereunder. Any recoveries shall be applied as follows:

1. First, to the **Company** up to the amount the **Company** has paid for **Damages** and **Claim Expense**;
2. Then, to the **First Named Insured** as recovery of **Retention** amounts paid as **Damages** and **Claim Expense**.

#### **G. Assignment**

Assignment of any interest under this policy will not bind the **Company** unless and until its written consent is endorsed hereon.

#### **H. Cancellation and Nonrenewal**

1. **Cancellation**

- a. The **First Named Insured** may cancel this policy by mailing or delivering written notice of cancellation to the **Company** or the **Company's** authorized representative, at the address shown on the Declarations of this policy. Such notice of cancellation will state the effective date of cancellation or, if no effective date is stated, the effective date of cancellation shall be thirty (30) days after receipt of notice. The **Policy Period** will end on that date.
- b. The **Company** may cancel this policy by mailing or delivering to the **First Named Insured** written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
  - (2) Thirty (30) days before the effective date of cancellation if the **Company** cancels for any other reason.
- c. If this policy is canceled, the **Company** will send the **First Named Insured** any premium refund due. If the **Company** cancels, the refund will be the pro rata unearned amount of the annual premium. If the **First Named Insured** cancels, the refund, if any, will be the pro rata unearned amount of the annual premium calculated at the customary short rate. Return of premium to the **First Named Insured** is not a condition precedent to cancellation.
- d. The **Company** will mail or deliver the notice to the address stated in Item 1. on the Declarations.
- e. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

## 2. **Nonrenewal**

The **Company** may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured** at the address shown on the Declaration Page of this policy. The **Company** will mail or deliver the notice at least sixty (60) days before the expiration of the policy.

If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

## I. **Action Against the Company**

1. No action will lie against the **Company** unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy by all **Insureds**, nor until the amount of the **Insured's** obligation to pay will have been fully determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement among the **Insured**, the claimant and the **Company**. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement, will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
2. No person or organization will have any right under this policy to join the **Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the **Company** be impleaded by the **Insured** or the **Insured's** legal representative.

## J. **Representations**

By accepting this policy, the **Named Insured** agrees:

1. The statements made and information contained in the **Application** for this insurance furnished to the **Company** are true, accurate and complete;
2. Those statements furnished to the **Company** are representations the **Named Insured** made to the **Company** on behalf of all **Insureds**;
3. Those representations are a material inducement to the **Company** to issue this policy;
4. The **Company** has issued this policy in reliance upon those representations;

5. This policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this insurance;
6. The **Insured** has and will provide true, accurate and complete information with regard to audits, claims, and assessments as required by the **Company**;
7. The **Application**, including any attachments, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** in connection with the underwriting of this policy, will be kept on file by the **Company**, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy; and
8. If such representations or such information are not true, accurate and complete, this policy shall be null and void in its entirety and the **Company** shall have no liability hereunder.

#### **K. Severability**

With regard to representations made in **Section VI. GENERAL CONDITIONS, J. Representations** or information provided on any insurance **Application**, only facts pertaining to and knowledge possessed by any of the **First Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person, whose signature appears on the **Application**, shall be imputed to the **Insured**.

#### **L. Changes to the Policy**

Notice or knowledge possessed by any person will not effect a waiver or a change in any part of this policy or estop the **Company** from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

#### **M. Authorization**

The **First Named Insured** is responsible for assurance of payment of all premiums and **Retentions**. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation or nonrenewal, receiving any return premium, and purchasing any Optional Extended Reporting Period. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to negotiation of settlements and the decision to appeal or not to appeal any judgment.

#### **N. Notice**

Notices required or permitted under this policy must be sent to the **Company** in care of the **Company's** AXIS PRO business unit as follows:

Claims Department  
AXIS PRO  
Two Pershing Square, Suite 800, 2300 Main Street  
Kansas City, Missouri 64108-2404  
Email: USclaimnoticekc@AXISCapital.com  
Fax: 816.471.6119

In Witness Whereof, the **Company** has caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a duly authorized representative of the **Company**.

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President

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Secretary

SPECIMEN