

Attaching to and forming part of Certificate Number:

TECHNOLOGY & MEDIA PROFESSIONAL SERVICES, PRIVACY, SECURITY AND COMPLIANCE COVERAGE SECTION

In consideration of the payment of the premium, and in reliance on the statements in the **Application** and subject to all of the provisions of the Certificate and this Coverage Section, Underwriters and the **Assureds** agree as follows:

A. INSURING CLAUSES

1. TECHNOLOGY & MEDIA PROFESSIONAL SERVICES INSURING CLAUSE

Underwriters shall pay on behalf of the **Assureds** all **Loss** that the **Assureds** shall become legally obligated to pay as a result of any **Claim** for a **Technology & Media Professional Services Wrongful Act** first made against any of the **Assureds** during the **Certificate Period** and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

2. NETWORK SECURITY INSURING CLAUSE

Underwriters shall pay on behalf of the **Assureds** all **Loss** that the **Assureds** shall become legally obligated to pay as a result of any **Claim** for a **Network Security Wrongful Act** first made against any of the **Assureds** during the **Certificate Period** and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

3. PRIVACY INSURING CLAUSE

Underwriters shall pay on behalf of the **Assureds** all **Loss** that the **Assureds** shall become legally obligated to pay as a result of any **Claim** for a **Privacy Wrongful Act** first made against any of the **Assureds** during the **Certificate Period** and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

4. PRIVACY NOTIFICATION COSTS AND COMPLIANCE INSURING CLAUSE

- a. In the event Privacy Notification Costs And Compliance Coverage is affirmatively granted in Item C. of the Declarations, Underwriters shall pay on behalf of the **Assureds** all **Privacy Notification Costs** and **Crisis Management Expenses** incurred by the **Assureds** up to the Sublimit indicated on the Declarations (which Sublimit is part of and not in addition to the Limit of Liability) and excess of the applicable Retention, with

Underwriters prior written consent, resulting from the **Assureds'** legal obligation to comply with a **Breach Notice Law** or **Privacy Law** because of a **Privacy Wrongful Act** first occurring during the **Certificate Period**, and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

- b. In the event Privacy Notification Costs And Compliance Coverage is affirmatively granted in Item C. of the Declarations, Underwriters shall pay on behalf of the **Assureds** all **Penalties** incurred by the **Assureds** up to the Sublimit indicated on the Declarations (which Sublimit is part of and not in addition to the Limit of Liability) and in excess of the applicable Retention, with Underwriters prior written consent, which the **Assureds** are legally obligated to pay as a result of a penalty or sanction imposed by a federal, state, or local regulatory body where insurable resulting from an **Assureds'** legal obligation to comply with a **Breach Notice Law** or **Privacy Law** because of a **Privacy Wrongful Act** first occurring during the **Certificate Period**, and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

5. CONFIDENTIAL INFORMATION EXTORTION INSURING CLAUSE

In the event Confidential Information Extortion Coverage is affirmatively granted in Item C. of the Declarations, Underwriters shall pay on behalf of the **Assureds** all **Confidential Information Extortion Costs** incurred by the **Assureds** up to the Sublimit indicated on the Declarations (which Sublimit is part of and not in addition to the Limit of Liability) and in excess of the applicable Retention, with Underwriters prior written consent, resulting from a **Confidential Information Disclosure Threat** first occurring during the **Certificate Period**, and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

6. CONFIDENTIAL INFORMATION RECOVERY INSURING CLAUSE

In the event Confidential information Recovery Coverage is affirmatively granted in Item C. of the Declarations, Underwriters shall pay on behalf of the **Assureds** all **Confidential Information Recovery Costs** incurred by the **Assureds** up to the Sublimit indicated on the Declarations (which Sublimit is part of and not in addition to the Limit of Liability) and in excess of the applicable Retention, with Underwriters prior written consent, resulting from a **Security Breach** first occurring during the **Certificate Period**, and reported to Underwriters pursuant to Sections D., E. and F. of this Coverage Section.

B. DEFINITIONS

The following terms, whenever used in this Coverage Section in boldface type, shall have the meaning indicated. Other terms, whenever used in this Coverage Section in boldface type, shall have the meanings indicated in Clause B. of the General Terms and Conditions section of this Certificate.

1. **Assureds** means
 - a) the **Assured Organization**;
 - b) any **Assured Persons**;
 - c) any **Subsidiary** that becomes owned after the inception date of this Certificate provided such entity's annual gross revenue does not exceed 20% of the **Assured Organization's** annual gross revenue at the inception date of this Certificate;
 - d) any **Subsidiary** that becomes owned after the inception date of this Certificate and whose most recent annual gross revenue exceeds 20% of the **Assured Organization's** annual gross revenue at the inception date of this Certificate, but only for a period of 90 days after the acquisition or formation of such **Subsidiary** and provided written notice of the acquisition or formation is provided to Underwriters within 90 days after the acquisition or formation of such **Subsidiary**. Following such notice to Underwriters, such entity will only be considered a **Subsidiary** if, at Underwriters' sole discretion, Underwriters agree in writing to extend the coverage of the Certificate to such entity, and if the **Assureds** provide Underwriters with any additional information Underwriters may request; and Underwriters agree to the terms, conditions, exclusions or additional premium charge as may be required by Underwriters.
2. **Assured Persons** means:
 - a) all persons who were, now are, or shall be partners, officers, directors, managers, member managers, or employees (including but not limited to full-time, part-time, intern, or volunteers) of the **Assured Organization** or any covered **Subsidiary** and in the event of the death, incapacity or bankruptcy of a partner, officer, director, manager, member manager, or employee, any **Claim** against their estate, heirs, legal representatives or assigns for a **Wrongful Act** of such partner, officer, director, manager, member manager, or employee;
 - b) a leased employee, or any person, to the extent such person was acting as an independent contractor for the **Assured Organization**, but only as respects such leased employee or person's work or services for or on behalf of the **Assured Organization** and provided the **Assured Organization** had agreed in writing to indemnify such person as an independent contractor prior to the time a covered **Claim** was first made against such person; or
 - c) any other individual person or entity specifically identified by endorsement to this Certificate.
3. **Bodily Injury** means physical injury, sickness, disease or death of any person, including any discrimination, humiliation, harassment, mental anguish, mental injury, or emotional distress resulting therefrom.

4. **Breach Notice Law** means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-Public Information** was accessed or may reasonably have been accessed by an unauthorized person or entity.
5. **Business Entity Information** means any information of a non-natural person entity that is a customer, client, vendor or supplier of the **Assureds**, including but not limited to customer lists, financial statements, and business plans.
6. **Claim** means:
 - a) any written demand for damages or other relief against any of the **Assureds**;
 - b) any arbitration or judicial, administrative or **Regulatory Proceeding**, or a formal governmental investigation commenced by the filing of a notice of charges, investigative order or similar document, against any of the **Assureds** in which any of the **Assureds** may be subjected to a binding adjudication of liability for damages or other relief, including any appeal therefrom; or
 - c) any written request to toll or waive the statute of limitations.
7. **Computer System** means any hardware, software or firmware, including but not limited to any computer, network server, firewall, filter, intrusion detection system, network monitoring software, antivirus software, associated input and output devices, data storage devices, networking equipment and back up facilities or other technology, the **Assured Organization** owns, leases, or controls on premises, but does not include **Media Content** stored on or processed through such devices.
8. **Computer Virus** means computer instructions placed on a **Computer System** without the owner or user's knowledge or consent that are designed to harm, impede, corrupt, erase, remove, disrupt or destroy the **Computer System**, electronic data or software or any part of it. **Computer Virus** includes, but is not limited to malicious codes, trojan horses, worms and time or logic bombs.
9. **Confidential Information Disclosure Threat** means the threat to commit harm or damage to any **Computer System** owned, leased, or controlled by the **Assureds**, including but not limited to computer hardware, software, network or connection to the internet; or the threat to use, access, or disseminate in any way **Personally Identifiable Non-Public Information**.
10. **Confidential Information Extortion Costs** means:
 - a) the payment by any **Assured** to a third party as extortion for the purpose of ending a **Confidential Information Disclosure Threat**; or
 - b) any reasonable and necessary costs or expenses incurred by the **Assureds** in resolving, investigating or establishing the cause of a **Confidential Information**

Disclosure Threat against the **Assured** resulting from a **Confidential Information Disclosure Threat**.

11. **Confidential Information Recovery Costs** means reasonable and necessary costs and expenses incurred by the **Assureds** to engage an outside party to restore, recover, recollect or replicate electronic data in the care, custody, or control of the **Assureds** that is damaged or destroyed, as a direct result of a **Security Breach**. **Confidential Information Recovery Costs** shall not include:
- a) fees, costs, charges or expenses to update, replace, restore, improve, research remediate data of any kind, software, hardware, or security vulnerabilities;
 - b) salary, wages, or expenses of any employee of the **Assured**;
 - c) any cost or expense to update, replace, restore, or otherwise improve electronic data to a level beyond that which existed prior to the **Security Breach** or to identify or remediate software program errors or vulnerabilities;
 - d) any cost or expense to research and develop electronic data, including **Personally Identifiable Non-Public Information**; or
 - e) the economic or market value of electronic data, including **Personally Identifiable Non-Public Information**.
12. **Continuity Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
13. **Costs, Charges and Expenses** means reasonable and necessary legal fees and expenses incurred by any of the **Assureds** in defense of any **Claim** and cost of attachment or similar bonds, but shall not include:
- a) salaries, wages, overhead or benefit expenses associated with officers or employees of the **Assured Organization**, or
 - b) any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend.
14. **Crisis Management Firm** means any public relations firm, crisis management firm or law firm hired by the **Assureds** with Underwriters prior written consent to perform **Crisis Management Services**.
15. **Crisis Management Expenses** means reasonable and necessary fees and expenses limited solely to **Crisis Management Services** incurred by the **Assureds** in the performance of **Crisis Management Services** by a **Crisis Management Firm** resulting from the **Assureds'** legal obligation to comply with a **Breach Notice Law** or **Privacy Law** resulting from a **Privacy Wrongful Act**.

16. **Crisis Management Services** means professional services, printing, advertising, mailing, and travel to minimize potential harm to public confidence in the competence, integrity or viability of the **Assureds** to conduct business resulting from the **Assureds'** legal obligation to comply with a **Breach Notice Law** or **Privacy Law** resulting from a **Privacy Wrongful Act**.
17. **Denial of Service** means the inability of a third party to gain access to the **Assureds' Computer Systems** due to unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers.
18. **Hacker Attacks** means unauthorized use of or gaining access to the **Assureds' Computer Systems** by a person not authorized to do so, or in an unauthorized manner.
19. **Interrelated Wrongful Acts** mean **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, or Security Breach** that have as a common nexus, in whole or in part, any fact, circumstance, situation, event, transaction or series of similar facts, circumstances, situations, events or transactions.
20. **Loss** means damages, judgments, pre- and post- judgment interest, settlements and **Costs, Charges and Expenses** incurred by the **Assureds**, but shall not include:
 - a) punitive or exemplary damages or that portion of any award of multiplied damages which exceeds the amount multiplied; except to the extent such damages are insurable under the law pursuant to which this Certificate shall be construed or the law of the jurisdiction in which such damages are awarded, whichever legal venue is most favorable for the **Assureds** in deciding the insurability for such damages;
 - b) taxes, criminal or civil fines or penalties imposed by law; provided that solely with respect to Insuring Clauses 1 through 6, this Clause 20.b) but shall not apply to **Penalties**;
 - c) matters deemed uninsurable under the law pursuant to which this Certificate shall be construed;
 - d) fees or the return or offset of fees, deposits, commissions or charges for goods and services;
 - e) costs of recalling, correcting, reproducing, re-performing, redistributing, reprinting or completing any professional services or **Technology & Media Professional Services**;
 - f) royalties or profits, restitution, disgorgement of profits, or the costs of complying with orders granting injunctive or equitable relief; or

- g) any amount for which the **Assureds** are not financially liable or legally obligated to pay.
21. **Media Activities** means the gathering, collection, recording, publication, dissemination, release, or distribution of **Media Content** through an internet or intranet website owned or directly controlled by the **Assureds**.
22. **Media Content** means, including but not limited to, data, digital code, images, graphics, sounds, text or any other similar material.
23. **Network Security Wrongful Act** means any actual or alleged:
- a) failure to prevent a third party or an employee from unauthorized access to, use of, or tampering with, **Computer Systems**, including but not limited to:
 - (i) **Hacker Attacks**;
 - (ii) **Computer Virus** attacks;
 - (iii) **Theft of Electronic Data**;
 - b) inability of an authorized third party to gain access to the **Assureds'** services including **Denial of Service**, unless such inability is caused by a mechanical, telecommunications or electrical interruption or failure that is not under the **Assureds'** care, custody, and control;
 - c) negligent and/or inadvertent transmission of a **Computer Virus** to a third party.
24. **Penalties** mean any civil fine or financial penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by the Federal Trade Commission, Federal Communications Commission, or any other federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity, for a breach of a **Privacy Law**.
25. **Personally Identifiable Non-Public Information** means information that permits the unique identification of an individual, such as a combination of the person's name, telephone number, address, and/or social security number, including but not limited to:
- a) information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act or any similar federal, state, or local statutory or common law;
 - b) medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act or any similar federal, state, or local statutory or common law;

- c) the individual's drivers license or state identification number, address, credit, debit or other financial account numbers and associated security codes, access codes, passwords or PINs that allow access to the individual's financial account information; or
 - d) **Business Entity Information.**
26. **Privacy Law** means a federal, state or foreign statute or regulation requiring the **Assureds** to protect the confidentiality and/or security of **Personally Identifiable Non-Public Information.**
27. **Privacy Notification Costs** means:
reasonable and necessary: (i) costs to hire a computer security expert to determine the existence of and cause of any **Security Breach**; (ii) costs to provide notification in compliance with a **Breach Notice Law**; (iii) **Credit Monitoring Expenses**; and (iv) fees, costs or expenses charged by an attorney to determine the applicability of and actions necessary to comply with a **Breach Notice Law.** **Privacy Notification Costs** shall not include: any internal salary or overhead expenses of the **Assureds**; fees, costs or expenses related to public relations management; or fees, costs or expenses charged by an attorney related to pending or threatened litigation. **Credit Monitoring Expenses** shall mean the reasonable and necessary expense of providing free credit report, identity theft protection services, credit monitoring services, credit freezes or fraud alerts for customers affected or reasonably believed to be affected by such a breach of their **Personally Identifiable Non Public Information**; provided, however, Underwriters shall not be obligated to reimburse the **Assured** for more than one (1) year of credit monitoring services or identity theft protection services for customers who are at least eighteen (18) years old unless there is a rule, regulation, or statutory requirement requiring otherwise.
28. **Privacy Policy** means the internal or publicly accessible written documents that set forth the **Assured Organization's** policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information.**
29. **Privacy Wrongful Act** means:
- a) physical theft of hardware or paper files containing **Personally Identifiable Non-Public Information** that is in the care, custody or control of the **Assureds** or an independent contractor, or that is in the care, custody, or control of a third party vendor, supplier, or contractor that is holding, processing or transferring such information on behalf of the **Assureds**;
 - b) **Theft of Electronic Data** involving **Personally Identifiable Non-Public Information**;

- c) the **Assureds'** failure to timely disclose a **Security Breach** in violation of any **Breach Notice Law**;
 - d) actual or alleged violation of a **Privacy Law**;
 - e) failure by the **Assureds** to comply with that part of a **Privacy Policy** that specifically:
 - (i) prohibits or restricts the **Assureds'** disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
 - (ii) requires the **Assureds** to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person;
 - (iii) mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**.
30. **Property Damage** means injury to or destruction of any tangible property or securities, including the loss of use thereof.
31. **Regulatory Proceeding** means a formal request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any other federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity; but in all instances solely in connection with a **Privacy Wrongful Act**.
32. **Retroactive Date** means the date set forth in Item C. of the Declarations relating to this Coverage Section.
33. **Security Breach** means any action, event, or occurrence alleged in a **Network Security Wrongful Act**.
34. **Technology & Media Professional Services** means **Media Activities**, and digital services, internet services, data processing services, consulting services, information services, and all other related services performed for others for a fee or other consideration pursuant to a contract in the ordinary course of the **Assured's** business. **Technology & Media Professional Services** also includes the origination, gathering, or dissemination of **Media Content** in the ordinary course of the **Assured's** business.
35. **Technology & Media Professional Services Wrongful Act** means any actual or alleged act, error or omission alleged to have been committed by an **Assured** solely in connection with the **Assureds'** actual or alleged rendering of, or failure to render, **Technology & Media Professional Services** including, but not limited to, the following:

- a) defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization; or
 - b) invasion of or interference with the right to privacy or publicity; or
 - c) false arrest, detention or imprisonment, or malicious prosecution; or
 - d) infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping; or
 - e) infringement of copyright, domain name, trade dress, title or slogan or the dilution or infringement of trademark, service mark, service name or trade name; or
 - f) unfair competition, provided it is alleged in conjunction with the types of claims identified in e), above; or
 - g) plagiarism, piracy or misappropriation of ideas; or
 - h) liability regarding any **Media Content** for which an **Assured** is responsible.
36. **Theft of Electronic Data** means the unauthorized taking, misappropriation, or misuse of information by a third party, or an employee, that exists in electronic form, or which is in the course of transmission to or from a mobile or wireless device which is intended to interact with **Computer Systems**, including account information, confidential information, proprietary information and personal information while stored in **Computer Systems** maintained to current industry standards in respect of security and back up procedures.
37. **Trade Secrets** means information, including a formula, pattern, compilation, program, device, method, technique or process that:
- a) derives independent economic value, actual or potential, from not being generally known to, or readily ascertainable by, another person or entity who would obtain value from its disclosure for use, so long as reasonable efforts have been made to maintain its secrecy; or
 - b) a business uses, which gives it an opportunity to obtain an advantage over competitors who do not know or use it.

C. EXCLUSIONS

Underwriters shall not be liable to pay **Loss, Privacy Notification Costs, Crisis Management Expenses, Penalties, Confidential Information Extortion Costs, and Confidential Information Recovery Costs**, including any **Costs, Charges and Expenses**, under this Coverage Section in connection with any **Claim** or occurrence:

1. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, fraudulent, dishonest, criminal, intentional, willful or malicious acts by the **Assureds** as determined by a final judgment or other final adjudication in the underlying action;
2. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any personal profit by any of the **Assureds** to which they were not legally entitled as determined by a final judgment or other final adjudication in the underlying action;
3. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, **Bodily Injury** or **Property Damage**; provided, however this exclusion for **Property Damage** shall not apply to **Media Content**, if the tangible property on which such **Media Content** resides is not physically damaged, lost or destroyed;
4. brought by or on behalf of any of the **Assureds** or the **Assureds'** successors or assigns; provided, however, this exclusion only applies to Insuring Clauses 1, 2, 3, and 4b;
5. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving in any manner, in whole or in part, any presence or actual, alleged, or threatened discharge, seepage, dispersal, migration, release, escape, generation, transportation, storage, or disposal of pollutants at any time, including any request, demand or order that an **Assured** or others test for, monitor, clean up, remove, assess, or respond to the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, odors, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
6. brought by or on behalf of any entity which is not an **Assured** (including but not limited to a corporation, partnership, limited liability company, or joint venture) or any shareholder, creditor, trustee, liquidator, statutory successor, director, officer, manager, member manager, partner, employee, representative, or agent of such business entity; or alleging any act, error, omission or conduct by such business entity or any shareholder, creditor, trustee, liquidator, statutory successor, director, officer, manager, member manager, partner, employee, representative, or agent of such entity, if such entity:
 - (i) is owned, operated or controlled by any of the **Assureds**;
 - (ii) owns, operates or controls any of the **Assureds**;
7. to the extent such **Claim** is insured under any other policy, policies, or program of self-insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise; provided, however, this exclusion shall not apply to the amount of **Loss** which is in excess of the amount of any deductible and the limit of liability of such other policy where such **Claim** is otherwise covered by this Coverage Section;

8. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any **Technology & Media Services Professional Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, Security Breach or Interrelated Wrongful Act**, or out of any fact, circumstance or situation:
 - (i) which has been the subject of any notice given prior to the **Certificate Period** under any other insurance policy, or any insurance policy of which this Certificate is a renewal or replacement or which it succeeds in time;
 - (ii) if prior to the **Continuity Date** any of the **Assureds** knew or should have known that such **Technology & Media Services Professional Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, Security Breach or Interrelated Wrongful Act**, fact, circumstances or situation could reasonably be expected to give rise to a **Claim**;
9. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part:
 - (i) any prior and/or pending litigation, administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry which any of the **Assureds** had knowledge of prior to the **Continuity Date**, or
 - (ii) any fact, circumstance, situation, transaction or event, or series of similar facts, circumstances, situations, events or transactions underlying or alleged in such litigation, administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry;

regardless of the legal theory upon which such **Claim** is based;
10. to the extent such **Claim** is for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, as amended, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory law or common law;
11. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, actual or alleged infringement of any patent or **Trade Secret**; provided, however, this exclusion shall not apply to:
 - (i) the misappropriation of **Business Entity Information** arising out of unauthorized access to or use of, or tampering with any **Computer Systems** or the failure to prevent a party from such unauthorized access of use or tampering; or
 - (ii) the unintentional disclosure by the **Assureds** of **Business Entity Information**;

12. for that portion of **Loss, Privacy Notification Costs, Crisis Management Expenses, Penalties, Confidential Information Extortion Costs, and Confidential Information Recovery Costs** which is covered under any other Coverage Section of this Certificate;
13. based upon, arising out of, directly or indirectly, or in any way involving, in whole or in part, any **Technology & Media Services Professional Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, Security Breach**, or any continuous, repeated or **Interrelated Wrongful Acts** where the first such **Technology & Media Services Professional Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, Security Breach** or any continuous, repeated or **Interrelated Wrongful Acts** were committed or is alleged to have been committed prior to the **Retroactive Date**;
14. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any **Technology & Media Services Professional Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, or Security Breach** actually or allegedly committed subsequent to a **Takeover**;
15. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any employment relationship or employment-related matters brought by or on behalf of any partners, officers, directors, managers, member managers, or employees, including any voluntary, seasonal, temporary, leased or independent contracted employee of the **Assured Organization**;
16. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, the Securities Act of 1933, the Securities Exchange Act of 1934, Investment Advisors Act of 1940, any state securities law, any other similar federal, state, local or common law, any rules or regulations promulgated thereunder, or amendments thereto;
17. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, the insolvency or bankruptcy of any **Assured** or any enterprise in which any **Assured** owns an interest;
18. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any harassment, misconduct, or discrimination because of or relating to race, creed, color, age, sex, sexual preference, national origin, religion, handicap, disability, or marital status;
19. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos, or asbestos fibers or dust;

20. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any action brought by or on behalf of the Federal Trade Commission (FTC), Federal Communications Commission (FCC) or any other federal, state or local government agency; provided, however, this exclusion shall not apply to any **Loss, Penalties, Privacy Notification Costs, or Crisis Management Expenses**, resulting from a **Privacy Wrongful Act**;
21. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any malfunction or defect of any hardware, equipment or component; except this exclusion does not apply when the malfunction or defect is solely the result of the **Assured's** actual or alleged negligence in performing **Technology & Media Professional Services** provided after to the **Retroactive Date** shown in Item C. of the Declarations;
22. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any electrical failure including electrical power interruption, surge, brownout or blackout; except this exclusion does not apply when the electrical failure is solely the result of the **Assured's** actual or alleged negligence in performing **Technology & Media Professional Services** provided after to the **Retroactive Date** shown in Item C. of the Declarations;
23. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged obligation to make licensing or royalty payments;
24. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any withdrawal or recall of electronic products or systems or of work compiled by an **Assured**, or on an **Assured's** behalf, or any property of which such products form a part; provided, however, this exclusion shall not apply to **Claims** by third parties caused solely by loss of use caused by an **Assured's Technology & Media Professional Services Wrongful Act**. Loss of use means the inability to use or access such electronic products, systems, work or property resulting from withdrawal or recall of such products, systems, work or property;
25. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged obligation pursuant to any refund, rebate, redemption coupon, offset, sweepstakes, lottery, contest, return, or credit that has been paid to or by the **Assured**, or that is owed to or by the **Assured**.
26. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any breach of any implied or express: contract, warranties, or guarantees; provided, however with respect to allegations of breach of an implied or express contract: (i) this exclusion shall not apply to any liability that would have attached in the absence of such contract; and (ii) this exclusion shall not apply to a breach of contract **Claim** to the extent it is an otherwise covered **Claim** for a **Privacy Wrongful Act**;

27. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged antitrust violation, restraint of trade or unfair or deceptive trade practices;
28. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged false, misleading, deceptive, or fraudulent statements in advertising, publicity or promotion of any kind of the Assured's products or services; provided, however, this exclusion shall not apply to such **Claim** to the extent it is an otherwise covered **Claim** for a **Privacy Wrongful Act** or for a **Technology & Media Professional Services Wrongful Act**;
29. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced And Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar federal, state or local law similar to the foregoing, whether such law is statutory, regulatory or common law;
30. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products or services; or as a result of any **Assureds'** cost guarantees, cost representations, contract price, or estimates of probable costs or cost estimates being exceeded;
31. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property;
32. against any **Subsidiary** or any individuals of said **Subsidiary**, including but not limited to partners, officers, directors, managers, member managers, or employees to the extent such **Claim** is based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part:
 - (i) any **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, Privacy Wrongful Act, Confidential Information Disclosure Threat, or Security Breach** occurring prior to the date such entity became a **Subsidiary** or subsequent to the date such **Subsidiary** ceased to be a **Subsidiary**; or
 - (ii) any **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, or Privacy Wrongful Act**, occurring while such **Subsidiary** was a **Subsidiary** which, together with a **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, or Privacy Wrongful Act**, occurring prior to the date such entity became a

Subsidiary, would constitute **Interrelated Wrongful Acts**, or where the first of two or more occurrences of the same **Privacy Wrongful Act**, **Confidential Information Disclosure Threat**, or **Security Breach** occurred prior to the date such entity became a **Subsidiary**;

33. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, actual or alleged:
- (i) collection or acquisition of **Personally Identifiable Non-Public Information** by any means, the failure to provide notice of the collection or use of **Personally Identifiable Non-Public Information**, or the failure to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection or use of **Personally Identifiable Non-Public Information**;
 - (ii) distribution of unsolicited email, direct mail, telephone calls, or facsimiles;
 - (iii) wire tapping, audio or video recording; or
 - (iv) telemarketing;
34. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any actual or alleged **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by any of the **Assureds'** partners, officers, directors, managers, member managers or any person in participation or collusion with any of the **Assureds'** partners, officers, directors, managers, member managers as determined by a final judgment or final adjudication in the underlying action;
35. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving, in whole or in part, any costs, fines or penalties incurred by the **Assureds** in order to comply with, or for failure to comply with the PCI Data Security Standard or any Payment Card Company Rules; or to implement, maintain or comply with any security measure(s) or standards related to any payment card data, including but not limited to any fine or penalty imposed by a payment card company on a merchant bank or payment processor that the **Assureds** have paid or agreed to reimburse or indemnify; provided, however, this exclusion shall not apply to civil penalties and fines to the extent insurable by law arising out of an otherwise covered **Claim** under the Privacy Notification Costs and Compliance Insuring Clause.

For the purpose of determining the applicability of the Exclusions, no **Technology & Media Services Professional Wrongful Act**, **Network Security Wrongful Act**, or **Privacy Wrongful Act** of an **Assured** who is a natural person shall be imputed to any other **Assured** who is a natural person, although **Technology & Media Services Professional Wrongful Act**, **Network Security Wrongful Act**, or **Privacy Wrongful Act** of an **Assured** who is a natural person may be imputed to the **Assured Organization**.

D. LIMIT OF LIABILITY AND RETENTIONS

1. Underwriters shall pay **Loss, Privacy Notification Costs, Crisis Management Expenses, Penalties, Confidential Information Extortion Costs, and Confidential Information Recovery Costs** set forth in Item C. of the Declarations for each covered **Claim** or covered occurrence relating to this Coverage Section in excess of the amount of Retention and up to the Limit of Liability under this Coverage Section, it being warranted that the remaining portion of **Loss, Penalties, Privacy Notification Costs, Crisis Management Expenses, Confidential Information Extortion Costs, and Confidential Information Recovery Costs** shall be uninsured.
2. The amount shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum aggregate Limit of Liability of Underwriters under this Coverage Section.
3. The Sublimit shown in Item C. of the Declarations relating to this Coverage Section shall be the maximum Sublimit of Underwriters under this Coverage Section. The Sublimit is part of and not in addition to the maximum aggregate Limit of Liability of Underwriters under this Coverage Section. Payment by Underwriters of the Sublimit will reduce the aggregate Limit of Liability of Underwriters under this Coverage Section.
4. More than one **Claim** involving the same **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, or Privacy Wrongful Act**, or more than one occurrence involving the same **Privacy Wrongful Act, Confidential Information Disclosure Threat, or Security Breach, or Interrelated Wrongful Acts**, and any combination of one or more **Claims** or one or more occurrences, shall be deemed to constitute a single **Claim** and/or occurrence, and shall be deemed to have been first made or first occurred at the earliest of the following times:
 - a. the time in which the earliest **Claim** involving the same **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, or Privacy Wrongful Act, or Interrelated Wrongful Acts** is first made, or first occurrence involving the same **Privacy Wrongful Act, Confidential Information Disclosure Threat, or**
 - b. the time at which the **Claim** or occurrence involving the same **Network Security Wrongful Act, Privacy Wrongful Act, or Technology & Media Professional Services Wrongful Act, or Interrelated Wrongful Acts** shall be deemed to have been made or discovered pursuant to Clause E., below.
5. Payments of **Loss, Privacy Notification Costs, Crisis Management Expenses, Penalties, Confidential Information Extortion Costs, and Confidential Information Recovery Costs** by Underwriters, including **Costs, Charges and Expenses**, shall reduce the Limit of Liability under this Coverage Section.
6. Underwriters shall pay **Costs, Charges and Expenses** no more than once every 90 days.

E. NOTIFICATION AND DISCOVERY

1. As an express condition precedent to their rights to coverage, the **Assureds** shall provide Underwriters with written notice of each and every **Claim**, such notice to be provided as soon as practicable during the **Certificate Period**, but in no event later than 60 days after the expiration of the **Certificate Period**.
2. A **Claim** shall be deemed made when an **Assured** first receives written notice.
3. As an express condition precedent to their rights to coverage under the Privacy Notification Costs And Compliance Insuring Clause of this Coverage Section, the **Assureds** shall provide Underwriters with written notice of each and every **Privacy Wrongful Act** that would trigger payment under the Privacy Notification Costs And Compliance Insuring Clause, as soon as practicable after the **Assureds'** discover such **Privacy Wrongful Act**, but in no event later than 30 days after such discovery. Discovery of the **Privacy Wrongful Act** occurs when an officer, director, or risk manager first becomes aware of facts which would cause a reasonable person to assume that a **Privacy Wrongful Act** covered by the Privacy Notification Costs And Compliance Insuring Clause has occurred, even though the exact details of any **Privacy Wrongful Act** may not be know.
4. As an express condition precedent to their rights to coverage under the Confidential Information Extortion Insuring Clause of this Coverage Section, the **Assureds** shall provide Underwriters with written notice of each and every **Confidential Information Extortion Threat** as soon as practicable, but in no event later than 30 days after the **Confidential Information Extortion Threat** has been made.
5. As an express condition precedent to their rights to coverage under the Confidential Information Recovery Insuring Clause of this Coverage Section, the **Assureds** shall provide Underwriters with written notice of each and every **Security Breach** as soon as practicable after the **Assureds** discover such **Security Breach**, but in no event later than 30 days after such discovery. Discovery of the **Security Breach** occurs when an officer, director, or risk manager first becomes aware of facts which would cause a reasonable person to assume that the **Security Breach** covered by Confidential Information Recovery Insuring Agreement has occurred, even though the exact amount or details of the **Security Breach** may not be known.
6. If, during the **Certificate Period** or **Optional Extension Period**, any of the **Assureds** first becomes aware of a specific **Technology & Media Professional Services Wrongful Act**, **Network Security Wrongful Act**, or **Privacy Wrongful Act**, and if the **Assureds**, during the **Certificate Period** or **Optional Extension Period**, given written notice to Underwriters as soon as practicable of:
 - a) the specific **Technology & Media Professional Services Wrongful Act**, **Network Security Wrongful Act**, or **Privacy Wrongful Act**, and
 - b) the consequences which have resulted or may result therefrom, and

c) the circumstances by which the **Assureds** first become aware thereof,

then any **Claim** made subsequently arising out of such **Technology & Media Professional Services Wrongful Act, Network Security Wrongful Act, or Privacy Wrongful Act** shall be deemed to have been made at the time such notice was first given to Underwriters.

7. Notice to Underwriters shall be given to the firm shown under Item H. of the Declarations for this Certificate.

F. ADDITIONAL DUTIES AND AGREEMENTS

1. As an express condition precedent to their rights to coverage, the **Assureds** shall within 30 days after their discovery of a loss or claim that would trigger coverage under the Privacy Notification Costs And Compliance Insuring Clause, Confidential Information Extortion Insuring Clause. Confidential Information Recovery Insuring Clause:

- a) submit to examination by Underwriters, under oath, at Underwriters request, if required, and produce for Underwriters' examination all pertinent records at such reasonable times and places as Underwriters shall designate, and shall cooperate with Underwriters in all matters pertaining to a loss or claim;
- b) furnish to Underwriters affirmative proof of loss with full particulars as required by Underwriters;
- c) obtain Underwriters prior written consent before incurring any **Penalties, Privacy Notification Costs, Crisis Management Expenses, Confidential Information Extortion Costs, and Confidential Information Recovery Costs;**
- d) notify the police or other appropriate law enforcement authorities.

G. GENERAL PROVISIONS

Clause I., Run-Off Coverage, of the General Terms and Conditions Section does not apply to this Coverage Section.