

**GLOBAL TECHNOLOGY ERRORS & OMISSIONS LIABILITY
COVERAGE FORM**

THIS INSURANCE IS WRITTEN ON A "CLAIMS" MADE BASIS AND PROVIDES COVERAGE FOR THOSE "CLAIMS" WHICH ARE THE RESULT OF "WRONGFUL ACTS" HAPPENING SUBSEQUENT TO THE RETROACTIVE DATE STATED ON THE DECLARATIONS AND WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO US WHILE THIS POLICY IS IN FORCE. NO COVERAGE EXISTS FOR "CLAIMS" MADE AGAINST AN INSURED AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AN EXTENDED REPORTING PERIOD APPLIES. "DEFENSE COSTS" REDUCE THE LIMIT OF INSURANCE AND ARE SUBJECT TO A DEDUCTIBLE.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "Insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section VI).

I. COVERAGE**1. Insuring Agreement**

A. We will pay those sums that the Insured becomes legally obligated to pay as "damages" because of a covered "claim" that is both first made against an Insured and reported in writing to us during the policy period by reason of a "wrongful act" by the Insured or by someone for whom the Insured is legally responsible provided that:

- (1)** The "wrongful act" takes place in the "coverage territory;"
- (2)** The "wrongful act" occurs after the Retroactive Date shown in the Declarations and prior to the end of the policy period;
- (3)** A "claim" is first made against an Insured and reported to us, in accordance with paragraph **C.** below, during the policy period or any Extended Reporting Period we provide under EXTENDED REPORTING PERIODS (SECTION V); and
- (4)** Prior to the inception date of this policy,
 - a. no "executive officer" had knowledge of or should have known of any circumstances which might have resulted in a "claim;" and

- b. the "wrongful act," or any "related wrongful act" has not been the subject of any notice given under any prior policy.

Subject to any applicable limit of insurance, we will also pay "defense costs" in connection with such covered "claim."

B. Defense**(1) Defense**

- a. Subject to (b) below, we have the right and duty to defend all "claims," even if the allegations are groundless, false or fraudulent. We shall have the right to appoint counsel and to make such investigation and defense of a "claim" as we deem necessary. Alternatively we may, at our option, give our written consent to the defense of any such "claim" by the Insureds. Our obligation to defend any "claim" or pay any "damages" or "defense costs," shall be completely fulfilled and extinguished if the limit of liability has been exhausted.
- b. You shall be obligated to assume charge of the investigation and defense of any "claim" where suit is brought outside of the United

States of America, its territories or possessions, Puerto Rico or Canada. We, however, have the right to approve in writing the retention of any defense counsel or to participate with you in the choice of arbitrators or mediators. We also have the right to be kept fully informed, or to have our designated representative kept fully informed, by you concerning the conduct of such defense or such arbitration or mediation. You shall make available to us such information and access to records as we shall require.

(2) Settlement

a. Consent

We shall not settle a "claim" without your consent. If you refuse to consent to a settlement or compromise recommended by us and acceptable to the claimant, then the applicable limit of liability under this policy shall be reduced to the amount for which the "claim" could have been settled plus all "defense costs" incurred up to the time we made our recommendation. This reduction in our limit of liability for such "claim" does not apply to a settlement or compromise proposed by a mediator pursuant to paragraph b. below but rejected by you.

b. Mediation

If, prior to institution of arbitration proceedings or service of suit or within 60 days of the institution of such proceedings or service of suit, you and we agree to use a process of non binding intervention by a neutral third party to resolve any "claim" reported to us, and if such "claim" is resolved through such process, we will reduce the deductible applicable to such "claim" by fifty percent or ten thousand dollars (\$10,000.00), whichever is less.

No other obligation or liability to pay sums or perform acts or services is covered.

C. A "claim" shall be deemed made on the earliest date when notice of such "claim" is received and recorded by an Insured or by us, whichever comes first.

More than one "claim" involving the same "wrongful act" or "related wrongful acts" shall be considered as one "claim" which shall be deemed made on the earlier of:

- (1)** the date on which the earliest such "claim" was first made; or
- (2)** the first date valid notice was given by you to us under this policy or under any prior policy of any "wrongful act" or any "related wrongful act."

2. Exclusions

The insurance does not apply to any "claim:"

A. Support or Maintenance

based upon or arising out of the intentional discontinuance or cessation of the provision, support or maintenance of any "technology products."

B. Securities Laws

based upon or arising out of any of the following:

- (1)** The filing of any registration statement under the Securities Acts of 1933, or the Securities Exchange Act of 1934, any State Blue Sky Law, or any other state or local securities law; or
- (2)** The Securities Act of 1933, the Securities and Exchange Act of 1934, rules or regulations of the Securities Exchange Commission under either or both acts, similar securities laws or regulations of state, or any laws of any state relating to any transaction arising out of, involving, or relating to the public offering of securities.

C. "Property Damage"

based upon or arising out of "property damage."

D. "Personal and Advertising Injury"

based upon or arising out of "personal and advertising injury."

E. Patent Infringement

based upon or arising out of actual or alleged infringement of patent.

F. "Proprietary Rights Injury"

based upon or arising out of "proprietary rights injury."

G. Trade Secrets

based upon or arising out of actual or alleged misappropriation of trade secrets.

H. Lotteries

based upon or arising out of lotteries, sweepstakes, contests or games of chance, including over-redemption resulting therefrom.

I. Wear and Tear

based upon or arising out of gradual deterioration of, wear and tear of or inherent vice in tangible property.

J. Unauthorized Access

based upon or directly arising out of "unauthorized access."

As used herein,

(1) "unauthorized access" means access to or use of "your electronic system or program" by a third party outside of their access privileges;

(2) "your electronic system or program" means electronic systems or programs that you use to operate your business.

K. "Bodily Injury"

based upon or arising out of "bodily injury."

L. Mechanical or Electrical Failure

based upon or arising out of any mechanical or electrical failure caused by a third party, acting independently of the Insured, or by an event outside of your control, including any electrical power interruption of surge, brownout, blackout, short circuit, over voltage, induction, power fluctuations or satellite failure.

M. Contractual Liability

based upon or arising out of:

(1) liability of others assumed by an Insured under any oral or written contract or agreement;

(2) an Insured's actual or alleged liability under any oral or written contract or agreement,

except that this exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement;

N. Owned Entity

based upon or arising out of any "technology products," "technology services" or "telecommunication services" performed for any entity, not named in the Declarations, if at the time of the "wrongful act" giving rise to such "claim":

(1) any Insured controlled, owned, operated or managed such entity; or

(2) any Insured was an owner, partner, director, officer or employee of such entity;

For the purpose of this exclusion, a 5% or more owner of the voting stock of a publicly held corporation or a 40% or more owner of the voting stock of a privately held corporation shall be deemed to own such entity.

O. Pollution, Nuclear

based upon or arising out of:

1) any nuclear reaction, radiation or contamination, or any actual, alleged or threatened discharge, release, escape, or disposal of, or exposure to "pollutants;"

2) any request, direction or order that any insured test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effect of "pollutants" or nuclear reaction, radiation or contamination, or any voluntary decision to do so; or

3) any actual or alleged "property damage," "bodily injury" or financial loss to you, your security holders, or your creditors resulting from any of these.

P. Antitrust

based upon or arising out of:

(1) charges of price fixing, restraint of trade, monopolization or unfair trade; or

(2) any actual or alleged violation of:

- a the Federal Trade Commission Act, the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
- b any rules or regulations promulgated under or in connection with the above statutes; or
- c any similar provision of any state, federal or local statutory law or common law.

Q. Fraudulent Acts

based upon or arising out of any actual or alleged dishonest, fraudulent, criminal or malicious act or omission, or intentional wrongdoing by an Insured. We shall provide the Insured with a defense of such "claims" unless or until the dishonest, fraudulent, criminal or malicious act or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the Insured. For the purpose of determining the applicability of this exclusion:

- (1) only the "wrongful act" of an "executive officer" shall be imputed to you; and
- (2) an act or omission of any Insured natural person shall not be imputed to any other Insured natural person.

R. Withdrawal/Recall

based upon or arising out of the withdrawal or recall of electronic products or systems or of work compiled by or on behalf of any Insured, or any property of which such products or work form a part. However, this exclusion will not apply to "claims" by third parties caused solely by "loss of use" due to a "wrongful act" committed by you. As used herein, "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.

S. Discrimination/humiliation

based upon or arising out of any actual or alleged discrimination, humiliation, harassment or misconduct that includes but shall not be limited to "claims" based on an individual's race, creed, color, age, sex, national origin, religion, handicap, marital status or sexual preference;

T. ERISA or any Similar Act

based upon or arising out of any actual or alleged violation of "ERISA or any Similar Act";

U. Asbestos

based upon or arising out of the actual, alleged or threatened exposure at any time to "asbestos."

V. Insured v. Insured

by or on behalf of any of any Insured in any capacity except and to the extent that such "claim" is in the form of a cross claim, third-party claim or otherwise for contribution or indemnity which is part of and results directly from a "claim" which is not otherwise excluded under this Coverage Form.

II. WHO IS AN INSURED

You are an Insured. In addition, the following persons or entities are Insureds:

- 1. any person who, during the policy period, is your partner, officer, director, member, manager or "employee" but, with respect to "technology services" or "telecommunication services," only when such services are performed on your behalf;
- 2. any of your former partners, officers, directors, members, managers or "employees" but with respect to "technology services" or "telecommunication services," only when such services are performed on your behalf at the time of such affiliation;
- 3. any independent contractor, but only while acting within the scope of a written contract with you to provide "technology services" or "telecommunication services" to a third party;

4. Any organization you newly acquire or form, other than a joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

III. LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - A. Insureds;
 - B. "claims" made; or
 - C. persons or organizations making "claims."
2. The Aggregate Limit shown in the Declarations is the most we will pay for the sum of "damages" and "defense costs" for all "claims" to which this insurance applies.
3. Subject to 2. above, the Each Claim Limit shown in the Declarations is the most we will pay for all "damages" and "defense costs" arising out of any one "claim."
4. Each payment we make for "damages" or "defense costs" reduces the Limits of Insurance.
5. Deductible

Our obligation under this coverage to pay "damages" and "defense costs" applies only to the sums in excess of any deductible amount stated in the Declarations. The deductible amount is applicable to each "claim."

The deductible amount will be the amount stated in the Declarations for each "claim."

We may pay any part or all of the deductible amount to effect settlement of any "claim" and, upon notification, you shall promptly reimburse us for such deductible amount as has been paid by us.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional

period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

IV. CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of a "Claim"

A. The Insured must give us written notice as soon as reasonably possible during the policy period of any "claim" made against the Insured. We agree the Insured may have up to, but not to exceed, 60 days after the policy expiration to report to us a "claim" made against the Insured during the policy period if the reporting of such "claim" is as soon as reasonably possible.

B. The Insured must:

- (1) immediately forward all documents received in connection with the "claim" to us;
- (2) fully cooperate with us or our designee in the investigation, the making of settlements, the conduct of suits or other proceedings, or enforcing any right of contribution or indemnity against another who may be liable to the Insured in connection with a "claim;"
- (3) attend depositions, hearings and trials;
- (4) assist in securing and giving evidence obtaining the attendance of witnesses; and
- (5) refuse, except at the Insured's own cost, to admit any liability, assume any "damages," voluntarily make any payments, or incur any "defense costs."

3. Duties in the Event of a Potential "Claim"

If, during the policy period, the Insured becomes aware of a “wrongful act” that may reasonably be expected to be the basis of a “claim” against the Insured, the Insured must give written notice to us prior to the expiration of the policy period. Such notice must state the reasons for anticipating a “claim,” with full particulars, including but not limited to:

- A. the specific “wrongful act;”
- B. the dates and persons involved;
- C. the identities of anticipated or possible claimants;
- D. the circumstances by which you first became aware of the potential “claim.”

If such notice is given, then any “claim” that is subsequently made against an Insured and reported to us shall be deemed to have been made at the time such written notice was received by us.

In the event we determine there is an opportunity to avoid a “claim” arising out of a potential claim an Insured has reported to us and we incur legal or expert expenses to do so, such expense will be at our cost and not be subject to the deductible.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a “claim” against an Insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured obtained after an actual trial, but we will not be liable for “damages” that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant’s legal representative.

5. Other Insurance

This insurance is excess over any other valid and collectible insurance available to the Insured.

6. Representations

By accepting this policy you agree:

- a. The information contained in the Declarations to this Coverage Form is accurate and complete;
- b. Those statements are based upon representations you made to us in the application for this coverage; and
- c. We have issued this policy in reliance upon your representations.

7. Transfer Of Rights Of Recovery Against Others To Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Economic and Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void from its inception with respect to any term or condition that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- A. Any Insured, or any person or entity claiming the benefits of an Insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

- B. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
- C. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
- D. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
- E. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity that is otherwise subject to U.S. economic or trade sanctions.

As used in this Policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this Policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

V. Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - A. This Coverage Part is canceled or not renewed by either party for any reason except non-payment of the premium; or
 - B. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "damages" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" made

against an insured and reported to us during the Extended Reporting Period for "wrongful acts" that occur after the Retroactive Date shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be canceled.

3. An Automatic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days after the policy period. "Claims" first made against an insured and reported to us during the Automatic Extended Reporting Period in accordance with Condition 2. DUTIES IN THE EVENT OF A CLAIM will be deemed to have been reported on the ending date of this policy.

The Automatic Extended Reporting Period will not reinstate or increase the Limits of Insurance.

The Automatic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."

4. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period, if purchased, will run concurrently with the automatic Extended Reporting Period set forth in paragraph 3. above.

You must give us a written request for the endorsement within 60 days after the end of this policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

The Supplemental Extended Reporting Period will not reinstate or increase the Limits of Insurance

We will determine the additional premium in accordance with our rules and rates.

VI. Definitions

"**Advertisement**" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

“Asbestos” means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

“Bodily injury” means bodily injury, sickness, disease, mental anguish, mental injury, shock or humiliation sustained by a person, including death resulting from any of these at any time.

“Claim” means a demand, including the service of suit or the institution of arbitration or mediation proceedings, received by an Insured for money or services and alleging a “wrongful act”. A “claim” does not include criminal or regulatory proceedings.

“Coverage territory” means anywhere in the world.

“Damages” means awards, settlements, judgments, including any award of pre-judgment and post-judgment interest, for which any Insured is legally obligated to pay on account of a covered “claim.” “Damages” shall not include:

1. the return or restitution of fees, expenses or costs for “technology products,” or for “technology services” or “telecommunication services” performed or to be performed by or on behalf of any Insured;
2. criminal or civil fines or penalties imposed by law;
3. taxes;
4. matters which are uninsurable under the law pursuant to which this Coverage Form shall be construed;
5. production costs, or the cost of reprinting, recalling, recovering, shipping, correcting, reprocessing, restoring, repairing, replacing, or reproducing erroneous, damaged or lost tangible property;
6. funds, monies, or securities that an Insured transferred or failed to transfer.

“Damages” include punitive, exemplary or multiple damages where insurable by law.

“Defense Costs” means all reasonable and necessary fees charged by attorneys designated by us and all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a “claim” if incurred as designated by us, or by an Insured with our written consent, including the costs of appeal, attachment or similar bonds. We have no obligation to provide such bonds. “Defense Costs” will not include salaries, wages, fees, overhead or benefit expenses associated with your directors, officers, or “employees”.

“ERISA or any Similar Act” means the Employee Retirement Income Security Act of 1974, as amended or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

“Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document, your risk manager and any employee who is responsible for your insurance or claim reporting.

“Leased worker” means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. “Leased worker” does not include a “temporary worker.”

“Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

“Personal and advertising injury” means injury, including consequential “bodily injury,” arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;

2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, and waste. Waste includes material to be recycled, reconditioned or reclaimed.

"Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically damaged which is caused by an "occurrence."

Tangible property does not include electronic data.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Proprietary rights injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

1. plagiarism, piracy, or breach of confidentiality;
2. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name other than copyright infringement of software code. Such infringement or misappropriation includes, but is not limited to, the use of another's

advertising idea in your "advertisement," or infringing upon another's copyright, trade dress or slogan in your "advertisement."

3. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising solely alleged in conjunction with 1. or 2. above.

"Related Wrongful Act" means any "wrongful acts" which are logically or causally connected by reason of any common fact, circumstance, situation, transaction or event.

"Technology Products" means

1. computer hardware including products, components and peripherals;
2. computer software, computer firmware and data;
3. electronic, telecommunications and wireless equipment

created, designed, manufactured, sold, licensed, leased, handled or distributed by the Insured or on the Insured's behalf. ,

"Technology Services" means:

1. analysis, design, integration and conversion of:
 1. computer systems;
 2. computer networks;
 3. electronic systems;
2. designing, developing, programming, installing, servicing, supporting, maintaining and repairing computer software, computer code and computer firmware;
3. designing, installing, integrating, servicing, supporting, maintaining and repairing computer hardware;
4. education and training in the use of computer hardware and/or computer software;
5. information services;
6. data processing, management or warehousing;
7. hosting, managing or administering the computer systems or facilities of another;
8. consulting on any of 1. through 7. above or on "technology products";

9. project management related to 1. through 7. above or on "technology products".

"Telecommunication Services" means:

1. local, regional and long distance wireline and wireless dial tone access and switched services, including value added services such as directory assistance, toll free services, voice mail, call forwarding, call waiting and caller ID;
2. ground based satellite communications services;
3. DSL and ISDN services;
4. video conferencing services;
5. paging services;
6. basic wire maintenance;
7. 911 emergency services;
8. directory services and operator assistance;
9. analysis, design, integration and conversion of telecommunication systems;

10. consulting on any of 1. through 9. above;

11. project management related to 1. through 9. above;

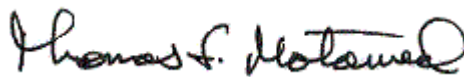
12. directory publishing.

"Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

"Wrongful Act" means any actual or alleged breach of duty, neglect, error or omission

1. committed solely in the conduct of "technology services" and "telecommunications services" for others for a fee, or
2. resulting in the failure of the Insured's "technology products" to perform the function or serve the purpose intended.

IN WITNESS WHEREOF, we have caused this Policy to be executed by our Chairperson and Secretary, but this Policy shall not be binding upon us unless completed by the attachment of the declarations and executed by our duly authorized representative.



Chairman



Secretary