

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MEDIA LIABILITY COVERAGE – INTEGRATED TECH  
CLAIMS MADE  
CLAIM EXPENSES INCLUDED WITHIN THE LIMITS OF INSURANCE**

This endorsement modifies the insurance provided under the following:

**TECHNOLOGY ERRORS AND OMISSIONS COVERAGE FORM – INTEGRATED TECH**

**SCHEDULE**

<b>Scheduled Media:</b>

In consideration of the payment of the premium and in reliance upon all statements and information furnished to **us** including all statements made in the application, its attachments and the material incorporated therein, which are incorporated herein and deemed to be a part of this policy, **we** agree as follows:

- I. **SECTION I. – COVERAGE, A. Insuring Agreements**, is amended to include the following additional Insuring Agreement:

**Media Liability Coverage**

**We** shall pay on **your** behalf all sums, not exceeding the limits of insurance and in excess of the applicable deductible set forth in the Declarations, for which **you** shall become legally obligated to pay as **damages** resulting from any **claim** first made against **you** during the **policy period** or any subsequent extended reporting period arising out of a **media wrongful incident** in connection with **scheduled media** and committed after the retroactive date stated in ITEM 4. in the Declarations and prior to the end of the **policy period** provided that:

- a. The **media wrongful incident** occurs in the **coverage territory**;
- b. The **media wrongful incident** occurs after the retroactive date shown in the Declarations and prior to the end of the **policy period**; and
- c. (1) The **claim** is first made against an **insured** during the **policy period** and reported to **us** in accordance with **SECTION V – GENERAL CONDITIONS, B. Notice & Claim Reporting Provisions**;
- (2) Prior to the inception date of this coverage form, no **executive officer** had knowledge of or should have known of any circumstances which might have resulted in a **claim**; and
- (3) The **media wrongful incident** or any **affiliated media wrongful incident** has not been the subject of any notice given under any previous coverage form.

Subject to any applicable limit of insurance, we will also pay **claim expenses** in connection with such covered **claim**.

II. **SECTION II – DEFINITIONS** is amended by deleting Definitions **D. Claim**; **I. Damages**; **N. Individual Insured**; and **FF. You, your insured** in their entirety and replacing them with the following:

**D. Claim** means a written demand received by **you** for money or non-monetary relief or services, including the service of suit or institution of arbitration proceedings involving **you** arising from any alleged **media wrongful incident**. **Claim** shall also include any request to toll the statute of limitations relating to a potential **claim**, or threat or initiation of a suit seeking injunctive relief involving an alleged **media wrongful incident**.

**I. Damages** mean a monetary judgment, award or settlement, including punitive and exemplary damages where insurable by law. When determining the insurability of punitive or exemplary damages, **we** agree to abide by the law that most favors coverage for such punitive and exemplary damages including, but not limited to, where the policy is issued, the **named entity's** state of incorporation, the **named entity's** principal place of business, or where the alleged **media wrongful incident** took place.

**Damages** does not include the multiple part of multiplied damages, discounts, coupons, prizes, fines, taxes, sanctions or statutory penalties, including those based upon legal fees whether imposed by law, court or otherwise.

With respect to punitive or exemplary damages, **we** will not raise uninsurability as a coverage defense if **we** receive correspondence from **your** outside counsel advising that punitive damages are insurable under applicable law.

**N. Individual Insured** means:

1. Any current partner, director, officer, member or employee of **yours** while acting within the scope of their duties as such;
2. Any former or retired partner, director, officer, member or employee of **yours**, but only for those **media activities** rendered on behalf of the **named entity** prior to the date of separation or retirement from such entity(ies);
3. The lawful spouse or **domestic partner** of an **individual insured**, but only for actual or alleged **media wrongful incidents** of such **individual insured** for which said spouse or **domestic partner** may be liable as the spouse or **domestic partner** of such **individual insured**;
4. The heirs, executors, administrators, assignees, and legal representatives of each **insured** in the event of such **insured's** death, incapacity or bankruptcy as respects the liability of each **insured** as is otherwise covered herein;
5. Any individual who is holding a position equivalent to a position listed in Items **1.**, **2.**, **3.**, or **4.** above if the **named entity** or its **subsidiary** is organized and operated in a **foreign jurisdiction**; or
6. Members or stockholders of the **named entity** or its **subsidiaries** but only as respects their liability as members or stockholders.

**FF. You, your, insured** mean:

1. The **named entity**;
2. Any **subsidiary**;

3. Any independent contractor while acting on **your** behalf, but solely as respects **media activities**; and
4. Any **individual insured**.

III. For the purpose of this endorsement, **SECTION II – DEFINITIONS**, Definitions **B. Affiliated wrongful incident**, **CC. Technology professional services** and **EE. Wrongful incident** are deleted in their entirety.

#### IV. ADDITIONAL DEFINITIONS

**SECTION II – DEFINITIONS** is amended to include the following additional definitions:

- A. **Affiliated media wrongful incident** means any **media wrongful incident** which is logically and causally connected by reason of any common fact, circumstance, situation, transaction or event.
- B. **Media activities** mean any actual or alleged:
  1. Gathering, creation, acquisition, investigation or compilation of **media content**;
  2. Publication, broadcast, electronic distribution or other dissemination of **media content**;
  3. Licensing, syndication, serialization, distribution, sale or lease of **media content** for use in third-party media;
  4. Advertising;
  5. Internet social and professional networking matter published on third-party social networks by **you** or on **your** behalf and relating to **scheduled media**;
  6. Use of **media content** by third-parties without **your** consent; and
  7. **Public appearances**.
- C. **Media content** means **your** material, regardless of its format or nature that has been or will be disseminated to the public in connection with **scheduled media**.
- D. **Media wrongful incident** means **media activities** resulting in any **claim** for:
  1. Libel, slander, product disparagement or trade libel, or any other form of defamation or harm to the character or reputation of any person or entity;
  2. Invasion or infringement of the right of privacy or publicity, including the privacy torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
  3. Wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;
  4. Negligent and intentional infliction of emotional distress, outrage, outrageous conduct or prima facie tort;
  5. False arrest, detention or imprisonment, abuse of process or malicious prosecution;

6. Breach of any agreement to maintain the confidentiality of a source or any information provided by a source;
  7. Infringement or dilution of trademark, trade name, trade dress, title, slogan, service mark or service name;
  8. Copyright infringement, plagiarism, **piracy**, breach of implied contract, or misappropriation of intellectual property rights, ideas or information;
  9. Negligent error, omission, misstatement or misrepresentation in **media content**;
  10. Unfair competition, conspiracy or deceptive trade practices, but only when such allegations are based upon one or more **claims** subject to coverage under Items **1.** through **9.** above;
  11. Negligent supervision of an employee, but only when such allegation is based upon one or more **claims** subject to coverage under Items **1.** through **10.** above; and
  12. Breach of an indemnification or hold harmless agreement relating to **claims** arising out of **scheduled media**, but only when such allegation is based upon one or more **claims** subject to Items **1.** through **11.** above.
- E. Merchandising** means the licensing of **media content** to any third party for use in connection with third party products or services.
- F. Piracy** means the actual or alleged unauthorized use or reproduction of copyrighted material.
- G. Public appearance** means **your** appearance in a public venue to conduct a press conference or as a speaker, moderator or presenter of other information, or **your** appearance on radio, television or internet as a guest, interview subject or commentator, or participation on any webcast or podcast available to the public, provided that all **public appearances** take place in the course and scope of **your** employment and relate to **scheduled media**.
- H. Scheduled media** means **your** media entity(ies), activity(ies) or website(s) shown in the endorsement **SCHEDULE** above, or by separate endorsement to the policy.
- V. SECTION III – EXCLUSIONS, A. Personal Conduct; B. Bodily Injury/Property Damage; and M. Patent Infringement** are deleted in their entirety and replaced with the following:

**A. Personal Conduct**

Arising out of, resulting from, based upon or in consequence of dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, commingling, misappropriation or misuse of funds; or intentional wrongdoing, including intentional misappropriation of trade secrets, by an **insured** if a final adjudication in the underlying proceeding establishes that such act, omission commingling, misappropriation, misuse or intentional wrongdoing was committed, or gaining of any profit or advantage to which **you** are not legally entitled. However, **we** will defend suits alleging the foregoing until there is a final adjudication in the underlying proceeding that establish such conduct.

This exclusion shall not apply to any **media wrongful act** involving any actual or alleged criminal, fraudulent or dishonest conduct that **you** commit, but only after an evaluation or opinion by legal counsel that the criminal statute violated the First Amendment to the United States Constitution or similar State Constitution protecting freedom of speech and press.

No **media wrongful incident** of any **individual insured**, nor any fact pertaining to any

**individual insured**, shall be imputed to any other **insured** for the purposes of determining the applicability of this exclusion.

**B. Bodily Injury/ Property Damage**

For **bodily injury** or **property damage**. However, this exclusion shall not apply to **bodily injury** arising exclusively from emotional distress covered in the **Media Liability Coverage** Insuring Agreement described in Section I. of this endorsement.

**M. Patent Infringement**

Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged infringement of patent, inducement to infringe a patent or theft or misappropriation of trade secrets.

VI. For the purposes of this endorsement, **SECTION III – EXCLUSIONS, D. Professional Services** is deleted in its entirety.

**VII. ADDITIONAL EXCLUSIONS**

**SECTION III – EXCLUSIONS** is amended to include the following additional exclusions:

This policy does not apply to any **claim** or **claim expenses**:

- A. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged copyright infringement arising from software or computer hardware.
- B. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged **claims**, investigations, proceedings or orders by any local, state, federal, governmental or administrative regulatory agency, including but not limited to the Federal Trade Commission or the Federal Communications Commission.
- C. Arising out of, resulting from, based upon or in consequence of, directly or indirectly:
  1. Any actual or alleged disclosure, collection, breach, theft, loss or other improper use or management of any **personally identifiable information** in **your** care, custody or control. However, this exclusion shall not apply if **you** make an editorial decision to report upon or disclose **personally identifiable information** in **scheduled media**;
  2. Any actual or alleged violation of any **privacy regulation** or any omission or misrepresentation of any website “terms of use,” “privacy statement,” or the equivalent, by **you** or anyone acting on **your** behalf with respect to the disclosure, collection, breach, theft, loss or other improper use or management of any **personally identifiable information** in **your** care, custody or control; or
  3. Any actual or alleged unauthorized access or any other wrongful access by **you** or anyone acting on **your** behalf to any website or to any computing or communications device or any software, operating system or network or any online service, including by not limited to any computer, voicemail system, mobile or landline phone, password protected website or networked online storage.
- D. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged unsolicited electronic communications, including but not limited to faxes, mobile or landline telephone, email or text messages.

- E. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged intentionally false, misleading, deceptive or fraudulent statement **you** make about **your** products or services or any unfair competition based thereon.
- F. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged **claim** made by any music licensing entity, including but not limited to ASCAP, SESAC, BMI or the RIAA, on their behalf or for others arising from **your** failure to procure or renew licenses, pay royalties or to account for same.
- G. Arising out of, resulting from, based upon or in consequence, directly or indirectly, any actual or alleged **merchandising**.
- H. Arising out of, resulting from, based upon or in consequence of, directly or indirectly, any actual or alleged breach of any express or implied contract or agreement, including but not limited to breach of any warranty or guarantee, breach of fiduciary relationships or any dispute over fees, credits, funds, billings or charges, including but not limited to **your** alleged failure to pay royalties, make payments or to account for same. However, this exclusion shall not apply to:
  1. Any breach of an agreement **you** make with a source as set forth in **IV. ADDITIONAL DEFINITIONS, C. Media wrongful incident**, Paragraph 6. above; or
  2. Any liability **you** assume under contract that would have been covered under this policy in the absence of such contract.

#### VIII. LIMITS OF INSURANCE

For the purpose of this endorsement, **SECTION IV – LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

Regardless of the number of: (a) **insureds** under this policy; (b) persons or entities who allege **damages**; (c) **media activities**; or (d) **claims** made or suits brought, **our** liability is limited as follows:

- A. **We** shall be liable to pay that portion of any **damages** in excess of the applicable deductible as stated in ITEM 4. in the Declarations for any one **claim** up to the Media Liability Each Claim Limit of Insurance shown in ITEM 4. in the Declarations. The applicable deductible shown in ITEM 4. in the Declarations shall apply to each and every **claim**, including **claim expenses**, and such deductible shall be borne by **you**. The deductible shall be uninsured and be at **your** own risk.
- B. **Our** maximum aggregate liability for all **damages** arising out of all **claims** made and reported during the **policy period** shall be the Technology Errors and Omissions Policy Aggregate Limit of Insurance stated in ITEM 4. in the Declarations. The limit of insurance during any extended reporting period added to this policy shall be the remaining portion, if any, of the aggregate limit of insurance provided by this policy as stated in ITEM 4. in the Declarations.

The Media Liability Each Claim Limit of Insurance shown in ITEM 4. in the Declarations, shall reduce, and shall in no way increase, the Technology Errors and Omissions Policy Aggregate Limit of Insurance as stated in ITEM 4. in the Declarations. Therefore, the Media Liability Each Claim Limit of Insurance is included within and not in addition to the Technology Errors and Omissions Policy Aggregate Limit of Insurance.

- C. **Claims** based on or arising out of the **media wrongful incident** and any **affiliated media wrongful incident** shall be considered a single **claim** and shall be considered first made during the **policy period** or the extended reporting period (if applicable), of the policy in which

the earliest **claim** arising out of such act(s) or circumstance(s) was first made and all **damages** shall be subject to the same per **claim** limit of insurance.

- D. Payment by **us** of **claim expenses** incurred with any **claim**, shall serve to reduce the limit of insurance stated in ITEM 4. in the Declarations.

## IX. ADDITIONAL GENERAL CONDITIONS

**SECTION V – GENERAL CONDITIONS** has been amended to add the following additional conditions:

### A. Changes in Scheduled Media

This endorsement only applies to the **scheduled media** shown in the endorsement **SCHEDULE** on the inception date of the **policy period**. Coverage will also extend to any newly created or acquired media entities similar to those shown in the endorsement **SCHEDULE**, if reported to **us** within ninety (90) days of its creation, acquisition or formation by **you**. This reporting requirement is waived if the projected revenue of any new media at the time of its creation, acquisition or formation represents fifteen percent (15%) or less of **your** annual revenue as stated on the most recent application of insurance on file with **us**. If the total revenue of any such media is greater than fifteen percent (15%) of **your** annual revenue, it will be added to this endorsement's coverage subject to **our** consent, which will not be unreasonably withheld, and **your** agreement to promptly pay any additional premium **we** may require.

### B. Corrections and Retractions to Scheduled Media

**You** may correct or retract any erroneous **media content** in **scheduled media**, whether or not requested by a claimant. Such correction or retraction will not be considered an admission of liability.

All other terms and conditions of this policy remain unchanged.