

TECHNOLOGY ERRORS OR OMISSIONS LIABILITY APPLICATION

The words **You, Your** and **Yours** in this application mean all of the following: the Named Applicant below (the "Applicant"); all subsidiaries in which the Applicant has more than a 50% ownership interest; and all officers, directors, owners, partners and employees of the aforementioned entities. The words **We, Us,** and **Our** mean the Insurer.

Contact Information:

Named Applicant: _____
 Address: _____
 Website Address: _____ Email Address: _____
 Spectrum Policy Number: _____ Phone #: _____

Does the Applicant currently have Technology E&O coverage? Yes No
 If Yes, please provide the following information on their current E&O coverage:

Limit of Liability	\$ _____	Expiration Date	_____
Deductible/SIR	\$ _____	Retroactive Date	_____
Premium	\$ _____	Insurance Company	_____

Requested Each Claim Limit / Aggregate Limit (listed options may be restricted by state):

\$300k / \$300k \$500k / \$500k \$500k / \$1M \$1M / \$1M Other _____

Please note that additional underwriting information (i.e. copy of a typical customer contract signed by the applicant or financials) may be requested based on the information provided within this application.

Requested Retention:

\$2,500 \$5,000 \$10,000 \$15,000 Other _____

1. Describe **Your** business operations and products in detail: _____

2. Indicate which of the following Technology Products or Services (includes all consulting services) **You** offer to others (select all that apply).

Software, Communication, and Connectivity Products/Services:

- | | |
|--|---|
| <input type="checkbox"/> Packaged Software Development and Sales (including related installation, support and maintenance) | <input type="checkbox"/> Internet Access / Web Site & Data Hosting / IT Connectivity Services |
| <input type="checkbox"/> Custom Programming Services & Software Development | <input type="checkbox"/> Application Service Provider (ASP) Services |
| <input type="checkbox"/> Software Installation/Integration/Maintenance of Software Products of Others | <input type="checkbox"/> E-commerce transactions (i.e.-the exchange of products/services between businesses via the Internet whether B2B, B2C, C2C) |
| <input type="checkbox"/> Web Site Design | <input type="checkbox"/> Internet Search Engine & Portal Services |
| <input type="checkbox"/> IT Staffing Services | <input type="checkbox"/> Telecommunication Services |

Hardware Products/Services:

- | | |
|--|--|
| <input type="checkbox"/> Manufacturing of Hardware Products / Components | <input type="checkbox"/> Hardware Sales/Installation/Integration/Maintenance |
| <input type="checkbox"/> IT Network and Systems Management / Systems Outsourcing | |

Other Products/Services:

Other Products/Services, Please describe: _____

3. Do **You** provide or perform any non-IT professional services (i.e. accounting, architectural, engineering, legal, medical, insurance, etc.) to others? Yes No If yes, please identify non-IT services **You** provide:

_____ % of Total gross revenues/sales from non-IT services

4. Do the end user/s of **Your** products, software, or services involve any of the following (only select those operations which apply):

- Adult content or gambling
- Aircraft/aerospace
- Agriculture/mining
- Architecture/engineering/CAD/CAM
- Auction services
- Children focused content
- Develop or manufacture computer security products
- Downloadable music, videos, previously published materials or other types of copyrighted content
- Emergency services
- Financial software directly involved in funds transfer, trading, or financial modeling
- GPS mapping services
- Homeland security or Military/Defense
- Machinery/equipment control, manufacturing process control, factory automation, Robotics
- Medical purpose
- Pollution/Environmental testing & remediation
- None of the above

***Please provide a detailed description for any of the boxes checked above: _____

5. **Your** Revenue/Expense Projections for the next 12 months

_____ Total anticipated gross sales
 _____ Percentage of total revenue/gross sales that are foreign sales
 _____ Total operating expenses

Your Workforce Composition:

_____ Total number of principals, partners, directors, and officers
 _____ Total number of technical employees (do not include independent contractors)
 _____ Total number of independent contractors that perform technical services on **Your** behalf
 _____ Total number of other staff members (clerical, sales, etc.)

6. Please provide the following information on **Your** customers and contracts:

Please indicate the estimated percentage of time **You** utilize the following in **Your** engagements with customers:

_____ % **Your** Standard Customer Contract with no Modifications
 _____ % **Your** Standard Customer Contract with Modifications (not including pricing modification)
 _____ % Customer Provided Contract with no Modifications
 _____ % No contractual agreement with **Your** customer

Average customer contract size? \$ _____ Average length/term of customer contract? _____

Who is **Your** largest customer? _____

What is **Your** largest customer contract size? \$ _____

What is the length/term of **Your** largest customer contract? _____

7. Are **You** purchasing or seeking to purchase E&O insurance to comply with a Contractual requirement?

Yes No

8. Are **You** responsible for customer's data? _____

If yes, what frequency is software and applicable data essential to the customer's operations backed up:

- Real Time
- Daily
- Weekly
- Monthly
- Greater than Monthly
- Your** customer is responsible for back up of software and data
- Do not perform back-up, please explain: _____

9. In the past 3 years, have **You** had any claims resulting from **Your** technology services/products or are **You** aware of any situation or circumstance that could give rise to a claim? _____

If yes, please provide additional information (date of incident, name of claimant, amount of claim, description of claim/circumstance, and control measures in place):

10. In the past 3 years, have **You** sued a customer for failure to pay for products or services rendered? _____

If yes, please provide additional information (reason for lawsuit, current status, name of customer, amount sought in suit, are services still provided to customer, and has a countersuit been filed):

EXPENSE AND CLAIMS MADE DISCLOSURE

This application is for a claims made first policy. Please contact Your agent or broker if You have any questions. The policy, if issued, applies only to claims when the glitch occurs on or after the retroactive date and before the end of the policy period, and the claim is first made against any of You during the policy period. An extended reporting period may also be available.

Covered claim expenses and damages within the retention amount must be paid by You and do not reduce Limits of Liability.

Covered claim expenses and damages above the retention amount are payable under the policy, and may reduce, and may completely exhaust the limits of liability. We shall not be liable for claims expenses or damages after exhaustion of the applicable Limit of Liability.

SIGNING THIS APPLICATION DOES NOT BIND THE APPLICANT FIRM OR THE COMPANY TO COMPLETE THE INSURANCE. APPLICATION MUST BE SIGNED AND DATED BY AN OWNER, PARTNER OR OFFICER OF THE APPLICANT FIRM.

APPLICANT STATEMENT: I, being duly authorized, have read the above application and declare to the best of my knowledge and belief all of the foregoing statements are true, and that these statements are offered as an inducement to the Company to issue the policy for which I am applying. (Kansas: This does not constitute a warranty).

Authorized Signature: _____ Title: _____
Print Name: _____ Date: _____

Producer's Signature _____ Title: _____
Print Name: _____ Date: _____

License Identification Number or National Producer Number: _____
(Florida Producers must provide License Identification Number)

Producer's Email Address: _____
Producer's Phone Number: _____

ARBITRATION STATEMENT:

For Utah Applicants Only: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.

FRAUD WARNING STATEMENTS

ALABAMA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF.

ARKANSAS APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

COLORADO APPLICANTS: IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

DELAWARE APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

DISTRICT OF COLUMBIA APPLICANTS: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

HAWAII APPLICANTS: FOR YOUR PROTECTION, HAWAII LAW REQUIRES YOU TO BE INFORMED THAT PRESENTING A FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT IS A CRIME PUNISHABLE BY FINES OR IMPRISONMENT, OR BOTH.

KANSAS APPLICANTS: A " FRAUDULENT INSURANCE ACT " MEANS AN ACT COMMITTED BY ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN, ELECTRONIC, ELECTRONIC IMPULSE, FACSIMILE, MAGNETIC, ORAL OR TELEPHONIC COMMUNICATION OR STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR PERSONAL OR COMMERCIAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO.

KENTUCKY APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

LOUISIANA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

MAINE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

MARYLAND APPLICANTS: ANY PERSON WHO KNOWINGLY OR WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY OR WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

OKLAHOMA APPLICANTS: WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY.

OREGON APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD AN INSURER: (1) BY SUBMITTING AN APPLICATION OR; (2) FILING A CLAIM CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.

PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

PUERTO RICO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY PRESENTS FALSE INFORMATION IN AN INSURANCE APPLICATION, OR PRESENTS, HELPS, OR CAUSES THE PRESENTATION OF A FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS OR ANY OTHER BENEFIT, OR PRESENTS MORE THAN ONE CLAIM FOR THE SAME DAMAGE OR LOSS, SHALL INCUR A FELONY AND, UPON CONVICTION, SHALL BE SANCTIONED FOR EACH VIOLATION WITH THE PENALTY OF A FINE OF NOT LESS THAN FIVE THOUSAND (5,000) DOLLARS AND NOT MORE THAN TEN THOUSAND (10,000) DOLLARS, OR A FIXED TERM OF IMPRISONMENT FOR THREE (3) YEARS, OR BOTH PENALTIES. IF AGGRAVATED CIRCUMSTANCES PREVAIL, THE FIXED ESTABLISHED IMPRISONMENT MAY BE INCREASED TO A MAXIMUM OF FIVE (5) YEARS; IF EXTENUATING CIRCUMSTANCES PREVAIL, IT MAY BE REDUCED TO A MINIMUM OF TWO (2) YEARS.

RHODE ISLAND APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

TENNESSEE APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

VERMONT APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE STATEMENT IN AN APPLICATION FOR INSURANCE MAY BE GUILTY OF A CRIMINAL OFFENSE AND SUBJECT TO PENALTIES UNDER STATE LAW.

VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS."

WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

First State Insurance Company (N/A in MA)
Hartford Accident and Indemnity Company
Hartford Casualty Insurance Company
Hartford Fire Insurance Company
Hartford Insurance Company of Illinois (N/A in MA)
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southeast (N/A in MA)
Hartford Lloyd's Insurance Company (N/A in MA)
Hartford Underwriters Insurance Company
New England Insurance Company (N/A in MA)

New England Reinsurance Corporation (N/A in MA)
Nutmeg Insurance Company (N/A in MA)
Omni Indemnity Company (N/A in MA)
Omni Insurance Company (N/A in MA)
Pacific Insurance Company, Limited (N/A in MA)
Property and Casualty Insurance Company of Hartford
Sentinel Insurance Company, Ltd.
Trumbull Insurance Company (N/A in MA)
Twin City Fire Insurance Company