

## Technology Protection

### Policy wording

#### About this policy

This is a claims made and notified policy. This means that, subject to its other provisions, the policy only covers claims first made against you in the policy period and which are also notified to us in that period. It is important that you understand the full extent of your and our rights and duties under this policy so we urge you to read the entire policy carefully. All words and phrases that appear in bold type (except headings) have special meaning and are defined under Definitions (Section VIII) of this policy.

#### I. Our promise to you

**We** will indemnify you for any **claim** that falls within What has to go wrong (Section II) under this policy, What we will pay (Section IV) under this policy, and How much we will pay (Section V) under this policy.

**We** will not make any payment in connection with any **claim** unless **we** are notified in accordance with What you must notify and when (Section III) under this policy, the premium and applicable **retention** are paid, and **you** are in compliance with your obligations to us (Section VII) under this policy. Also, **we** will not make any payment that is excluded by What we will not pay (Section VI) under this policy.

#### II. What has to go wrong

The performance of **business activities** for a **client** on or after the **retroactive date** by **you** or anyone on **your** behalf, including **your** subcontractors and outsourcers, results in a **claim** first made against **you** during the **policy period** for any alleged:

- a. unintentional breach of:
  - (1) **your** written contractual warranty or guarantee that **you** will use reasonable care and skill in the performance of a contract;
  - (2) **your** written contractual warranty or guarantee that any software, hardware, firmware, or related services falling within **your business activities** will not infringe another's intellectual property rights;
  - (3) any implied warranty or similar statutory term requiring any software, hardware, or firmware falling within **your business activities** to meet a certain standard of quality, safety or fitness, even if **you** have expressly warranted in writing that such software, hardware, or firmware will meet the legally required standard to which **you** are subject;
  - (4) **your** written contractual warranty or guarantee that any software, hardware, firmware, or related services falling within **your business activities** will substantially conform to any material, written specifications and performance standards forming part of the contract between **you** and **your client**;
- b. negligence or breach of any duty to use reasonable care, including but not limited to negligent transmission of a computer virus, worm, logic bomb or Trojan horse or negligence in connection with a denial of service attack;
- c. intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to copyright infringement, trademark infringement, trademark dilution, trade dress infringement, publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;
- d. breach of any duty of confidentiality; unauthorised interception or recording of images or sound in violation of any civil anti-wiretap statute; or
- e. defamation, including but not limited to libel, slander, trade libel, product disparagement, or injurious falsehood; or
- f. negligent misrepresentation.

#### III. What you must notify and when

##### A. Claims

It is a condition precedent that **you** must notify **us** of **claims** against **you** as soon as practicable and within the **policy period**. Proper notification of **claims** must be sent in accordance with the notification details in the schedule.

##### B. Potential claims

**You** must notify **us** of **potential claims** under this policy. Such notification must be provided as soon as practicable and within the **policy period**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we**

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will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired. Proper notification of **potential claims** must be sent in accordance with the notification details in the schedule.

## IV. What we will pay

- A. Payments toward defence costs **We** will pay covered **defence costs** on **your** behalf subject to What we will pay C. below provided **you** have paid the applicable **retention**.
- B. Payments toward claim resolution **We** will pay the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a claim or satisfy a judgment or arbitration against you or your employee(s) subject to What we will pay C. below, including any judgment or award ordering the payment of claimant's attorney fees and costs. Such amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty.
- C. Defence arrangements **We** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint a lawyer, adjuster or other appropriate person to deal with the claim. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the cost of defence.

## V. How much we will pay

- |                         |  |
|-------------------------|--|
| Our maximum payment     | The <b>policy limit</b> is the maximum <b>we</b> will pay under this policy for any single <b>claim</b> (inclusive of <b>defence costs</b> ) and the maximum <b>we</b> will pay for the total aggregate of all <b>claims</b> (inclusive of <b>defence costs</b> ) and all other payments expressly covered by this policy.<br><br>However, if a policy sub-limit is specified in the schedule to this policy, then such sub-limit shall apply. All sub-limits under this policy are included within the <b>policy limit</b> and are not in addition to the <b>policy limit</b> . |
| Paying the policy limit | At any stage, <b>we</b> can pay <b>you</b> the remainder of the <b>policy limit</b> , after which <b>we</b> will have no further liability to <b>you</b> under this policy, either for <b>defence costs</b> , <b>claim(s)</b> or otherwise.<br><br>At any stage, <b>we</b> can pay <b>you</b> the remainder of a sub limit, after which <b>we</b> will have no further liability to <b>you</b> either for <b>defence costs</b> , <b>claim(s)</b> , or otherwise.   |

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#### VI. What we will not pay

##### Exclusions

We will not make any payment, including **defence costs** toward any portion(s) of any:

1. **claim** for, alleging, or arising from any contractual liability where at the time such contract was entered **you** were aware or reasonably ought to have been aware that there were not sufficient technical, logistical, or financial resources to perform the contract as promised, including **your** promise to meet a certain performance standard under a service level agreement;
2. **claim** for, alleging, or arising from any breach of contract; however, this exclusion will not apply to any claim for any breach of contract that falls within clause a. of **II What has to go wrong**;
3. **claim** for, alleging, or arising from any breach of any exclusivity, non-competition, non-solicitation, or other similar commercial terms in **your** contract with a **client**;
4. **claim** resulting in an award for consequential loss, special damages, or loss of claimant's profits. However, this exclusion will not apply to:
  - a. breach of a warranty made by **you** that any software, hardware, firmware, or related services falling within **your business activities** will not infringe another's intellectual property rights;
  - b. breach of an express contractual provision that is solely triggered by the disclosure of **your client's** confidential information;
  - c. a court's award of consequential, special or indirect damages resulting from **your** contractual disclaimer of such damages being deemed unenforceable by the same court issuing the award; in this case, however, **our** maximum liability (not including **defence costs**) for any single **claim and in the aggregate** falling within **What has to go wrong a., b., e. or f.** shall be sub-limited to USD 100,000
5. **claim** for, alleging, or arising from any defect in any software, hardware, firmware, or associated network cabling that is solely caused by a third party, including but not limited to any third party software supplier, manufacturer or originator;
6. **claim** for, alleging, or arising from any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling, or any costs or expenses relating to **your** legal obligation to comply with an injunction;
7. **claim** for, alleging, or arising from any false or misleading advertisement about **your** goods or services that is published or broadcast to the general public or a specific marketing segment for the purpose of promoting any aspect of your business;
8. **claim** for, alleging, or arising from **your** commercial decision to cease providing a particular product or service but only if **you** are contractually obligated to continue providing such product or service;
9. **claim** for, alleging, or arising from any self-replicating, malicious code that was not specifically targeted to **your** system; however, this exclusion will not apply to any covered portion of any **claim** for negligent transmission of a computer virus, worm, logic bomb, or Trojan horse;
10. **claim** for, alleging, or arising from any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
11. **claim** for, alleging, or arising from any fraudulent conduct, dishonest conduct, criminal conduct, malicious conduct, conduct committed in reckless disregard of another's rights (but not in respect of a defamation **claim**), conduct intended to cause harm to another person or business, or any knowing or willful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned; however, this exclusion will not apply unless such conduct, or willful violation of the law has

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been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding, or by **your** own admission in a proceeding or otherwise, at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or willful violation of the law and all of **our** duties in respect of that entire **claim** shall cease;

12. **claim** for, alleging, or arising from any unfair competition, deceptive trade practices, restraint of trade or antitrust statute, legislation or regulation;
13. **claim** for, alleging, or arising from any governmental enforcement of any state or federal/central regulation, including but not limited to any regulation promulgated by the Federal Trade Commission, Federal Communications Commission or the Securities and Exchange Commission or equivalent entities in any jurisdiction;
14. **claim** for, alleging, or arising from any:
  - a. liability or breach of any duty or obligation owed by **you** regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation, including but not limited to the U.S. Securities Act of 1933 and Securities Exchange Act of 1934, both as amended;
  - b. liability or breach of any duty or obligation owed by **you** regarding any statement or representation (express or implied) contained in **your** accounts, reports or financial statements, or concerning **your** financial viability;
  - c. liability or breach of any duty or obligation owed by **you** regarding financial advice **you** give or the arrangement of any financing or credit by **you**;
  - d. violation of any taxation law or regulation(s);
  - e. breach of any fiduciary duty owed by **you**;
15. **claim** for, alleging, or arising from any:
  - a. racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Corrupt Organizations (RICO) Act and all amendments to this Act or any rules or regulations promulgated under it;
  - b. collusion, extortion, or threatened violence;
16. **claim** for, alleging, or arising from any:
  - a. liability or breach of any duty or obligation owed by **you** in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974;
  - b. liability or breach of any duty or obligation owed by **you** as an employer, including but not limited to any allegation of discrimination, harassment, or wrongful termination;
  - c. liability or breach of any duty or obligation owed to **you** and/or **your** shareholders by any of **your** director(s), officer(s), trustee(s), or board member(s), including but not limited to any allegation of insider trading or breach of any duty of corporate loyalty;
17. **claim** for, alleging, or arising from any chargeback, liability or fee incurred by **you** or **your client** as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction;
18. **claim** made against **you** by:
  - a. any person or entity falling within the definition of **you**;
  - b. any entity in which **you** directly or indirectly hold more than a 15% ownership interest, or that **you** directly or indirectly manage, control, or operate, in whole or in part; or
  - c. any person or entity that directly or indirectly holds more than a 15% ownership interest in **you**, or that directly or indirectly owns, manages, controls, or operates **you**, in whole or in part;

however, this exclusion will not apply to any portion of any **claim** based on a liability to an

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independent third party directly arising out of the performance of **your** defined **business activities** but which is brought against **you** via a subsidiary, parent or sister company;

19. **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, freelancers, and independent contractors; however, this exclusion will not apply to any portion of any **claim** solely based on **business activities** performed when such person or entity was not working for **you**;
20. **claim** for or arising from **your** provision of any sweepstakes, gambling activities, or lotteries;
21. **claim** for which **you** are legally obligated to pay punitive and/or exemplary damages;
22. **claim** for which **you** are obligated to pay liquidated damages, penalties or service credits under **your** contract, or criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages, and/or multiple damages, including but not limited to those imposed by any federal/central, state, or local governmental body or by ASCAP, BMI, SESAC, or other similar licensing organization;
23. **claim** arising out of any matter that prior to the first date of the **policy period** (or if this policy is a renewal then prior to the first date of the first policy issued to **you** by **us** and from which the current policy forms an unbroken chain of successive policies issued to **you** by **us**), **you** knew or reasonably ought to have known would be likely to lead to a **claim**;
24. **claim** for or arising from any armed struggle, civil unrest or conflict or any nationalization, confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority;
25. **claim** for, alleging, or arising from any act or threatened act of terrorism, including but not limited to the use of force or violence, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;
26. **claim** for, alleging, or arising from any pollution, contamination or toxic exposure, including but not limited to any pollution, contamination or toxic exposure caused by or arising out of the following: noise, electromagnetic fields, radio waves, nuclear radiation, or radioactive contamination; or the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or exposure to asbestos, asbestos fibres or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos;
27. **claim** for, alleging, or arising from any bodily injury, including but not limited to death, mental injury, and mental disease; however, this exclusion does not apply to:
  - a. a **claim** (except if brought in the USA or Canada) for bodily injury directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee;
  - b. any portion of any **claim** seeking damages for mental anguish or distress where such damages solely stem from a covered cause of action for defamation, breach of privacy, or negligent publication;
28. **claim** for, alleging, or arising from any failure or interruption of service provided by an internet service provider, telecommunications provider or other utility provider except when **you** provide those services as part of **your business activities**;
29. **claim** for, alleging, or arising from any damage to, or destruction or loss of use of any tangible property; however, this exclusion does not apply to:
  - a. damage to data, or destruction or loss of use of data;
  - b. a **claim** (except if brought in the USA or Canada) directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by **you** for a fee;
  - c. any document, information, data or model given to **you** by a client and for which **you** are responsible.

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30. **claim** brought outside the countries set out in the schedule under **Applicable Courts** unless you have worldwide cover. This includes proceedings in the Applicable Courts which are based on a judgment or award outside the **Applicable Courts**.
31. **claim** where **you** have not limited **your** liability, in which case, notwithstanding the policy limit shown in this **Part 1 Declaration**, **our** maximum liability (not including **defence costs**) for any single **claim** falling within **What has to go wrong** a., b., e. or f. shall not exceed 150% of the total sums paid to **you** under the statement of work or purchase order or time and material contract to which the **claim** relates.  
  
In no event shall this clause amend in any way the policy section titled "**Our maximum payment**" under **Part V. How much we will pay**
32. **claim** where **your** liability under the contract is greater than the liability **you** would have at law without the contract.

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## VII. Your obligations to us

### Your representations

**You** agree that all representations (whether verbal or written) made by **you** or on **your** behalf in connection with the application for this policy and all materials submitted by **you** or on **your** behalf in connection with the application for this policy are true, complete, and not misleading. If **we** learn that such representations or submitted materials were untrue, incomplete, or misleading, in any material respect, then **we** are entitled to treat this policy as if it had never existed.

### Your dealings with others

**We** will not make any payment under this policy if **you**, when dealing with **your client** or a third party, admit that **you** are liable (unless **you** have **our** prior written consent), or collude to obtain a recovery under this policy, or prejudice **our** rights of recovery against any party.

**You** must also ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third party are not unduly restricted or financially limited by any term in any of **your** contracts.

**You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

### Providing us with information and assistance

**You** must provide **us** with full and accurate information about any **claim** or **potential claim** that **you** have notified to **us** under this policy. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information in connection with such a notification, **we** immediately shall be relieved of all obligations under this policy with respect to the notification at issue, including **our** duty to defend **you**.

If **we** have accepted notice of any **claim** or **potential claim** under this policy, then It is a condition precedent that **you** must:

1. give **us**, or anyone appointed by **us**, at **your** expense, all the assistance, cooperation and information which **we** reasonably require under this policy, and **you** must do anything which **we** reasonably request to avoid, minimize, or resolve any **claim** or **potential claim**, including paying the **retention** when requested by **us**;
2. notify **us** as soon as practicable of all settlement offers made by a claimant in connection with such **claim(s)** or potential **claim(s)**;
3. give **us** all assistance and cooperation **we** reasonably require to pursue at **our** expense any subrogated right of recovery **we** may have in connection with such **claim** or **potential claim**.

If a situation arises where **we** have a good faith belief that a claimant's monetary offer to settle a covered **claim** is reasonable when **you** do not, then **we** will neither compel **you** to accept the settlement offer nor will **we** cease providing cover for such a **claim** merely because **you** did not accept the offer. However, if **we** recommend that **you** do accept such an offer and **you** elect not to, then **our** maximum payment toward that particular **claim**, following the rejection or expiration of that offer will be outstanding covered **defence costs** incurred up to the date the settlement offer was rejected or expired, plus the amount of the unaccepted settlement offer, minus **your** remaining **retention** on the day the settlement offer is rejected or expires. If this amount is in excess of the **retention**, then at **your** request and subject to **our** discretion **we** will pay this amount to **you** in a lump sum payment in return for **you** fully releasing **us** from all liability with

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respect to the unsettled **claim**, including **our** duty to defend **you**.

In exchange for this release, **we** will not seek reimbursement for any portion of **our claim** payment to **you**, even if the **claim** is later resolved for less than the amount **we** paid **you**.

Notifying us of changes to your business

**You** must promptly tell **us** if **you** materially change **your** business, acquire or merge with another business or if any party acquires **your** business. **We** will only provide cover under this policy for such a change if **we** have given **our** written approval and **you** have agreed to all additional coverage terms and/or additional premium **we** may request to cover the change in risk.

Satisfying your retention

**We** will not make any payment under this policy unless **you** pay the applicable **retention**. **You** may not insure the **retention**, and neither sums paid toward uncovered portions of **claims** nor payments **you** recover from another insurer or indemnitor will erode the **retention**.

If **you** reasonably establish that a series of **claims** against **you** directly arise from:

1. the same original cause, a single source or a repeated or continuing problem in **your** work; or
2. a single or continuing investigation or a common set of facts or state of affairs in relation to a defamatory statement;

then all such notifications that **we** accept and agree are related will be treated as a single **claim** and **you** need only pay a single **retention**. All of the notifications that are related will be considered as having been made on the date of **your** first proper notification to **us**.

## VIII. Definitions

All phrases and words that appear in bold type in this policy (excluding headings), either in singular or plural form, have the meaning that is given to them below:

### Applicable courts

“Applicable courts” means the courts stated as the “applicable courts” on the schedule attached to this policy.

### Business activities

“Business activities” means those activities described as “business activities” on the schedule to this policy, and which are performed within the **geographical limit**.

### Claim

“Claim” means any written assertion of liability or any written demand for financial compensation or injunctive relief made against **you**.

### Client

“Client” means any person or entity with whom **you** have contracted in writing to provide services or deliverables that expressly fall within **your business activities**. This does not include **your** business partner or business associate , including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator or joint venturer.

### Defence costs

“Defence costs” means all reasonable and necessary legal costs and fees incurred with **our** prior consent to investigate, settle, defend and/or appeal or respond to an appeal of a covered **claim**, including any premiums on attachment or appeal bonds (however, **we** are under no obligation to apply for or furnish such bonds), pre-judgment and post-judgment interest, but not including any overhead costs, general business expenses, salaries, or wages incurred by **you** or any other person or entity entitled to coverage under this policy.

### Existing subsidiary

“Existing subsidiary” means each and every entity identified on the application for this policy, but only if:

- a. the **Insured** directly or indirectly owns more than 50% of the assets or outstanding voting shares or interests as of the first day of the **policy period**, and its annual revenue is included on **your** application for this **policy**.
- b. the **Insured** forms the entity during the **policy period**, and directly or indirectly owns more than 50% of the assets or outstanding voting shares or interests.

### Geographical limit

“Geographical limit” means the limit stated as the “geographical limit” on the schedule to this policy.

### Insured

“Insured” means the entity stated as “the insured” on the schedule to this policy.

### Policy limit

“Policy limit” means the amount stated as the “policy limit” on the schedule to this policy.

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<b>Policy period</b>	"Policy period" means the period of time stated as the "policy period" on the schedule to this policy.
<b>Potential claim</b>	"Potential claim" means any matter reasonably likely to lead to a <b>claim</b> covered under this policy.
<b>Retention</b>	"Retention" means the amount as stated as the "retention" on the schedule to this policy.
<b>Retroactive date</b>	Retroactive date" means the date stated as the "retroactive date" on the schedule to this policy.
<b>We/Us/Our</b>	We," "Us," and "Our," means IFFCO Tokio General Insurance Company at 2 <sup>nd</sup> Floor, Tower II, Plot No. 3, Sector 29, Gurgaon, 122001, India.
<b>You/Your</b>	"You" and "Your" means: <ol style="list-style-type: none"> <li>a. the <b>Insured and existing subsidiaries</b>, but not including employees or independent contractors of the <b>Insured</b> or any <b>existing subsidiary</b>;</li> <li>b. board members, executive officers, in-house counsel, risk managers, chief technology officers, chief information officers, and chief privacy officers of the <b>Insured and existing subsidiaries</b>; and</li> <li>c. a person or entity that takes legal control of the <b>insured or existing subsidiary</b> upon the insolvency or bankruptcy of the <b>insured or existing subsidiary</b>.</li> </ol>

## IX. General matters

Other insurance	Any payment due under this policy is specifically excess of and will not contribute with any other valid insurance, regardless if the insurance is collectible or not, including but not limited to any project-specific or production-specific insurance policy purchased by <b>you</b> or any third-party. This policy is not subject to the terms set forth in any other insurance policy.
Choice of law	This policy, including its construction, application and validity, is governed by the laws of India.
Arbitration	<ol style="list-style-type: none"> <li>a. Any dispute or difference between the parties arising out of or in respect of this policy shall be referred to a sole arbitrator or, in the case of disagreement as to the identity of the sole arbitrator, to three arbitrators, one each to be appointed by <b>you</b> and <b>us</b> and the third arbitrator to be nominated by the two arbitrators so appointed. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996.</li> <li>b. The seat of the arbitration shall be India and the arbitration proceedings shall be in the English language.</li> <li>c. The tribunal shall decide the costs of the arbitration proceedings. It is a condition precedent to any right of action or suit upon this policy that an arbitral award shall be first obtained.</li> <li>d. If this arbitration clause is held to be invalid in whole or in part, then all disputes shall be referred to the exclusive jurisdiction of the Indian Courts.</li> </ol> <p><b>You</b> and <b>we</b> are the only parties to this policy. No other person has any rights to enforce any term of this policy but this does not affect any right or remedy of a third party which exists under any applicable law in force.</p>
Cancellation	<b>We</b> will only cancel this policy if <b>you</b> intentionally make a material misrepresentation to <b>us</b> in regard to any <b>claim</b> or <b>potential claim</b> notified to <b>us</b> under the policy, in which case <b>we</b> will provide <b>you</b> with a notice of cancellation in accordance with applicable law. <b>We</b> will return a pro-rata amount of premium unless <b>we</b> have accepted any notification of any <b>claim</b> or <b>potential claim</b> before the cancellation takes effect.