

EXHIBIT 5
PART 7



Employee Benefits Errors Or Omissions

Exclusions

(continued)

Fines, Penalties, Punitive Or Exemplary Damages

This insurance does not apply to any assessment, penalty, fine, or punitive or exemplary damages

Performance Failure

This insurance does not apply to:

- the failure of performance of any contract by an insurer,
- the failure of any investment plan to perform as represented by an **insured**,
- the inability of **employee benefit programs** to meet their obligation due to insolvency or inadequate funds; or
- the investment, divestment or non-investment of funds

Statutory Obligation To Employees Or Plans

This insurance does not apply to the **insured's** failure to comply with the provisions of the Internal Revenue Code, any law concerning workers compensation, unemployment compensation, social security or disability benefits, any employment severance law, or the Employee Retirement Income Security Act of 1974 or any similar State or Federal legislation that has been or may be enacted

This exclusion does not apply to the **administration of employee benefit programs**

Termination Of Any Employee Benefit Programs

This insurance does not apply to the termination of any **employee benefit programs**

Wrong Advice

This insurance does not apply to advice given by an **insured** to an employee to participate or not to participate in any investment subscription plan.

Extended Reporting Periods

Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided Under this provision

- **claims** first made within 60 days after the end of the policy period, or
- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period

will be deemed to have been made during the policy period of this policy

The Basic 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**

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions

Extended Reporting Periods*(continued)***Supplemental Extended Reporting Period**

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A If purchased, this period starts at the end of the Basic Extended Reporting Period and will be for 10 years. Claims first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C, below.
- B You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- C If you comply with paragraph B, above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for claims to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.
The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section.
- D We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this insurance.
- E The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

When Extended Reporting Periods Apply

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period if:

- A this insurance is canceled or not renewed, or
- B we renew or replace this insurance with other insurance that:
 - 1 has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance, or
 - 2 does not apply on a claims-made basis.

How Extended Reporting Periods Apply

Extended Reporting Periods:

- A apply only to claims for
 - 1 negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations
- B do not:
 - 1 extend the policy period or change the scope of coverage provided, or



Employee Benefits Errors Or Omissions

Extended Reporting Periods

How Extended Reporting Periods Apply (continued)

- 2. reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above
- C. may not be canceled once in effect.

*** Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit

- A. You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include
 - 1. how, when and where the negligent act, error, or omission took place, and
 - 2. the names and addresses of any involved persons and witnesses
 Notice of any negligent act, error, or omission is not notice of a **claim**
- B. If a **claim** is made or **suit** is brought against any **insured**, you must
 - 1. immediately record the specifics of the **claim** or **suit** and the date received, and
 - 2. notify us in writing as soon as practicable
- C. You and any other involved **insured** must
 - 1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**,
 - 2. authorize us to obtain records and other information,
 - 3. cooperate with us in the
 - a. investigation or settlement of the **claim** or
 - b. defense of the **suit**, and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make a payment, assume any obligation, or incur any expense, without our consent
- E. Notice given by or on behalf of
 - 1. the **insured**, or
 - 2. any other claimant,
 to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us

Conditions

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit (continued)

- F Knowledge of any negligent act, error, or omission by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or employee.
- G Failure of an agent or employee of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract

Legal Action Against Us

No person or organization has a right under this insurance

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance 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 in a civil proceeding,
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows

Excess Insurance

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to the **administration of employee benefits programs** on other than a claims made basis, if

- no Retroactive Date is shown in the Declarations of this insurance, or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers

We will pay only our share of the amount of the loss, if any, that exceeds the sum of

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.



Employee Benefits Errors Or Omissions

Conditions

(continued)

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies

- as if each named **insured** were the only named **insured**, and
- separately to each **insured** against whom **claim** is made or **suit** is brought

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, 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.

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Employee Benefits Errors Or Omissions

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Administration

Administration means

- informing employees of the content of,
- giving advice, other than legal advice, about,
- handling of records in connection with, or
- effecting enrollment, termination or cancellation of employees under,

employee benefit programs, provided such acts are authorized by you

Advertising

Advertising means any advertisement, publicity article, broadcast or telecast.

Advertising Injury

Advertising injury means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services

- oral or written publication of advertising material that slanders or libels a person or organization,
- oral or written publication of advertising material that violates a person's right of privacy, or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative

Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person, it also includes death at any time resulting therefrom

Claim

Claim means a demand for damages.

Employee Benefit Programs

Employee benefit programs means group life insurance, group health insurance, group dental insurance, group automobile insurance, group homeowners insurance, educational tuition reimbursement plans, individual retirement account (IRA) plans, Internal Revenue Code Section 401(K) plans and amendments thereto, profit sharing plans, pension plans, employee investment subscription plans, workers compensation, unemployment insurance, social security, disability benefits insurance or travel, savings or vacation plans

Insured

Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom **claim** is made or **suit** is brought

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Personal Injury

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**.

- A false arrest, detention or imprisonment,
- B malicious prosecution,
- C the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor;
- D oral or written publication of material that slanders or libels a person or organization, or
- E oral or written publication of material that violates a person's right of privacy

Property Damage

Property damage means

- physical injury to or destruction of tangible property including the resulting loss of use of that property, or
- loss of use of tangible property that is not physically injured

Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged **Suit** also includes

- an arbitration proceeding in which such damages are **claimed** and to which the **insured** must submit or does submit with our consent, or
- any other alternative dispute resolution proceeding in which such damages are **claimed** and to which the **insured** submits with our consent

Liability Insurance

**Computer Software And Services
Errors Or Omissions**

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COMPUTER SOFTWARE AND SERVICES
 ERRORS AND OMISSIONS
 LIABILITY INSURANCE

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Computer Software And Services Errors Or Omissions

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract

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

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. PLEASE READ THIS INSURANCE CAREFULLY.

Who Is Insured

Sole Proprietorship

If you are an individual, you and your spouse are **insureds**, but only with respect to the conduct of a business of which you are the sole owner

Partnership Or Joint Venture

If you are a partnership or joint venture, you are an **insured**. Your members, your partners, and their spouses are also **insureds**, but only with respect to the conduct of your business

Other Organizations

If you are an organization other than a partnership, joint venture or limited liability company, you are an **insured**. Your **executive officers** and directors are **insureds**, but only with respect to their duties as your officers or directors. Your stockholders are also **insureds** but only with respect to their liability as stockholders

Employees

Your **employees**, other than your **executive officers**, are **insureds**, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business

Subsidiaries Or Newly Acquired Or Formed Organizations

If there is no other similar insurance available, the following will qualify to be a named **insured**

- Any financially controlled subsidiary of yours, or
- any organization you newly acquired or formed during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. This coverage is effective on the acquisition or formation date and is afforded only until the end of the policy period during which the acquisition or formation took place

Who Is Insured

Subsidiaries Or Newly Acquired Or Formed Organization (continued)

No subsidiary or newly acquired or formed organization is an **insured** with respect to any **claim** arising from:

- the performance of or failure to perform **electronic data processing**;
- the performance of or failure to perform **other computer services**; or
- the failure of **software products** to perform the function or serve the purpose intended, that occurred before you acquired or formed the organization.

Limitation On Who Is Insured

No one is an **insured** for the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named **insured** in the Declarations

Coverage

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for any **claim** arising out of a negligent act, error or omission, to which this insurance applies, by or on behalf of the **insured**

- in the performance of or failure to perform **electronic data processing**;
- in the performance of or failure to perform **other computer services**; or
- in the failure of **software products** to perform the function or serve the purpose intended.

This insurance applies to a negligent act, error or omission only if a **claim** is first made against any **insured** during the policy period.

This insurance does not apply to any negligent act, error or omission which:

- occurred prior to the Retroactive Date stated in the Declarations of this insurance;
- occurred on or between the Retroactive Date stated in the Declarations of this insurance and the last day of the policy period stated in the Declarations of this insurance if, on the effective date of this insurance, the **insured** had knowledge of or should have known of any circumstances which might have resulted in a **claim**, or
- occurs after the policy period stated in the Declarations of this insurance

For purposes of this insurance

- a **claim** will be deemed to have been made when notice of such **claim** is received and recorded by any **insured**, our licensed agent, or by us, whichever comes first, and
- all **claims** as a result of a negligent act, error or omission will be deemed to have been made at the time the first of those **claims** is made against any **insured**



Computer Software And Services Errors Or Omissions

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of

- **insureds,**
- **claims made or suits brought; or**
- **persons or organizations making claims or bringing suits**

The Limits Of Insurance 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.

We may pay part or all of the deductible to settle any **claim** or **suit**, and when notified, the **insured** agrees to promptly reimburse us for the deductible paid.

All **claims** arising from a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be deemed to be a single **claim**.

Aggregate Limit

Subject to the Each Claim Limit, the Aggregate Limit is the most we will pay for the sum of

- damages for all **claims**; and
- payments made for defense and Supplementary Payments

Each Claim Limit

The Each Claim Limit is the most we will pay for all damages for each **claim**, including payments made for defense and Supplementary Payments, in excess of the deductible stated in the Declarations.

Any amount paid for damages, defense and Supplementary Payments for each **claim** will reduce the amount of the Aggregate Limit available for payment of damages, defense and Supplementary Payments for any other **claim**.

If the Aggregate Limit has been reduced by payment of damages, defense and Supplementary Payments for **claims** to an amount that is less than the Each Claim Limit, the remaining Aggregate Limit is the most that will be available for payment of damages, defense and Supplementary Payments for any other **claim**.

Investigation, Defense And Payment Of Damages

We will have the right and duty to defend any **insured** against a **suit** seeking damages for any **claim** arising out of a negligent act, error, or omission. However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any negligent act, error, or omission and settle any **claim** or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our right and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of defense, judgments or settlements and payments under Supplementary Payments.

The amount we pay to defend any **suit** is part of and will reduce the Each Claim Limit under Limits Of Insurance.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

Supplementary Payments

Subject to the Limits Of Insurance, we will pay with respect to any **claim** we investigate or settle, or any **suit** against an **insured** we defend:

- A all expenses we incur;
- B the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds,
- C reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of the **claim** or **suit**, including actual loss of earnings up to \$300 a day because of time off from work;
- D costs taxed against the **insured** in the **suit**;
- E pre-judgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer; and
- F all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Each payment we make under Supplementary Payments will reduce the Each Claim Limit under Limits Of Insurance with the following exceptions.

- A salaries and expenses of our employees or the **insured's employees**, other than
 - 1 that portion of our employed attorneys' fees, salaries and expenses allocated to a specific **claim** or **suit**;
 - 2 the expenses described in C. above; and
- B. fees and expenses of independent adjusters we hire.

Coverage Territory

This insurance applies anywhere. However, the **insured's** responsibility to pay damages must be determined in a **suit** on the merits, in the United States of America, its territories or possessions, Canada or Puerto Rico, or in a settlement we agree to.

Exclusions

Bankruptcy

This insurance does not apply to any **claim** arising out of the bankruptcy or insolvency of the **insured** or any other person, firm or organization.

Bodily Injury, Advertising Injury, Or Personal Injury

This insurance does not apply to **bodily injury, advertising injury or personal injury**.

Contractual Liability

This insurance does not apply to liability of others for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the **insured** would have in the absence of such contract or agreement.



Computer Software And Services Errors Or Omissions

Exclusions

(continued)

Cost Guarantees This insurance does not apply to cost guarantees, or estimates of probable costs or cost estimates being exceeded

Dishonest Acts This insurance does not apply to any dishonest, fraudulent, criminal or malicious acts, errors or omissions by or on behalf of any **insured**, whether acting alone or in collusion with others

Expected Or Intended Damage This insurance does not apply to any **claim** which results from an act that:

- is intended by the **insured**, or
- can be expected from the standpoint of a reasonable person

to cause damage, even if the damage is of a different degree or type than actually intended or expected.

Infringement Of Copyright, Trademark Or Patent This insurance does not apply to infringement of copyright, trademark or patent

Performance Delay This insurance does not apply to a delay by or on behalf of the **insured** with respect to the performance of any contract or agreement

This exclusion does not apply if such delay is the result of a negligent act, error or omission by or on behalf of the **insured**

- in the performance of or failure to perform **electronic data processing**,
- in the performance of or failure to perform **other computer services**, or
- in the failure of **software products** to perform the function or serve the purpose intended after installation

Pollution This insurance does not apply to

A any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or

B any loss, cost or expense arising out of any:

- 1 request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- 2 **claim or suit** by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**

Exclusions

(continued)

Product Recall

This insurance does not apply to any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of

- **software products;** or
- **your work,**

if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it

This exclusion does not apply to **claims** for loss of use resulting from such withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal

Property Damage

This insurance does not apply to **property damage claims** for which coverage is provided under the General Liability contract contained in this policy, or which would have been provided except for exhaustion of its Limits Of Insurance by payment of **claims**

Property Owned

This insurance does not apply to damage to property owned by any **insured**

Security Breach

This insurance does not apply to failure or lack of the **software products** to prevent unauthorized access to or use of an electronic system or program.

This exclusion does not apply if such unauthorized access is the result of a malfunction of the **software products**

Services Or Equipment For Nuclear Facility

This insurance does not apply to **electronic data processing, other computer services** or **software products** furnished by an **insured** in connection with planning, construction, maintenance, operation or use of any **nuclear facility**

Theft Of Intellectual Property

This insurance does not apply to theft or wrongful taking of concepts or other intellectual property

Unfair Competition Or Piracy

This insurance does not apply to unfair competition or piracy

Wear And Tear

This insurance does not apply to wear and tear or gradual deterioration

Extended Reporting Periods

Basic Extended Reporting Period

A Basic Extended Reporting Period is automatically provided Under this provision

- **claims** first made within 60 days after the end of the policy period, or



Computer Software And Services Errors Or Omissions

Extended Reporting Periods

Basic Extended Reporting Period (continued)

- **claims** first made within five years after the end of the policy period for negligent acts, errors or omissions reported to us within 60 days after the end of the policy period

will be deemed to have been made during the policy period of this policy

The Basic 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**

Notification of **claims** must be in accordance with paragraphs A. and B. of the Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit provision of the Conditions

Supplemental Extended Reporting Period

A Supplemental Extended Reporting Period is available only by an endorsement and for an additional premium:

- A. If purchased, this period starts at the end of the Basic Extended Reporting Period and is for an unlimited time. **Claims** first made during this Supplemental Extended Reporting Period will be deemed to have been made during the policy period of this policy, but will be subject to the separate aggregate limit of insurance set forth in paragraph C, below
- B. You must give us a written request to purchase a Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due
- C. If you comply with paragraph B, above, we will issue the Supplemental Extended Reporting Period Endorsement, and will provide the separate aggregate limit of insurance described below, but only for **claims** to which the Supplemental Extended Reporting Period applies. The separate aggregate Limit Of Insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit. The Aggregate Limit as shown in the Limits Of Insurance section will be amended accordingly. The Each Claim Limit shown in the Declarations will continue to apply, as set forth in the Limits of Insurance section
- D. We will determine the additional premium for the Supplemental Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200% of the annual premium for this insurance
- E. The Supplemental Extended Reporting Period Endorsement will set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

When Extended Reporting Periods Apply

We will automatically provide a Basic Extended Reporting Period and, if you purchase it, a Supplemental Extended Reporting Period if

- A. this insurance is canceled or not renewed, or
- B. we renew or replace this insurance with other insurance that

Extended Reporting Periods

When Extended Reporting Periods Apply (continued)

- 1 has a Retroactive Date later than the Retroactive Date shown in the Declarations for this insurance, or
- 2 does not apply on a **claims**-made basis.

How Extended Reporting Periods Apply

Extended Reporting Periods

- A apply only to **claims** for
 - 1. negligent acts, errors or omissions that occur before the end of the policy period and not before the Retroactive Date, if any, shown in the Declarations
- B do not
 - 1 extend the policy period or change the scope of coverage provided; or
 - 2 reinstate or increase the Limits Of Insurance applicable to any **claim** to which this insurance applies, except as described in the Supplemental Extended Reporting Period section above
- C may not be canceled once in effect

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit

- A You must see to it that we are notified as soon as practicable of any negligent act, error, or omission which may result in a **claim**. To the extent possible, notice should include
 - 1 how, when and where the negligent act, error, or omission took place, and
 - 2 the names and addresses of any involved persons and witnesses

Notice of any negligent act, error, or omission is not notice of a **claim**
- B If a **claim** is made or **suit** is brought against any **insured**, you must
 - 1. immediately record the specifics of the **claim** or **suit** and the date received, and
 - 2 notify us in writing as soon as practicable
- C You and any other involved **insured** must
 - 1 immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **suit**,
 - 2 authorize us to obtain records and other information,
 - 3 cooperate with us in the
 - a investigation or settlement of the **claim** or



Computer Software And Services Errors Or Omissions

Conditions

Duties In The Event Of Negligent Act, Error, Or Omission, Claim Or Suit (continued)

- b defense of the **suit**, and
- 4 assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of a negligent act, error, or omission to which this insurance may also apply.
- D No **insureds** will, except at that **insured**'s own cost, make a payment, assume any obligation, or incur any expense, without our consent
- E Notice given by or on behalf of
 - 1 the **insured**; or
 - 2 any other claimant;
 to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us
- F Knowledge of any negligent act, error, or omission by any agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or **employee**
- G Failure of an agent or **employee** of the **insured**, other than an officer, or his designee, to notify us of any negligent act, error, or omission which he knows about will not affect the insurance afforded you by this contract

Legal Action Against Us

- No person or organization has a right under this insurance
- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**, or
 - to sue us on this insurance 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 in a civil proceeding,
 - an arbitration proceeding, or
 - an alternative resolution proceeding,
- but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits of Insurance

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows

Excess Insurance

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to

- the performance of or failure to perform **electronic data processing**,
- the performance of or failure to perform **other computer services**, or

Conditions

Other Insurance (continued)

- the failure of **software products** to perform the function or serve the purpose intended, on other than a claims made basis, if
- no Retroactive Date is shown in the Declarations of this insurance, or
- the other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**, and
- separately to each **insured** against whom **claim** is made or **suit** is brought.

Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment we have made under this insurance, 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.



Computer Software And Services Errors Or Omissions

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Advertising

Advertising means any advertisement, publicity article, broadcast or telecast

Advertising Injury

Advertising injury means injury, other than **bodily injury** or **personal injury**, arising solely out of one or more of the following offenses committed in the course of **advertising** of your goods, products or services

- oral or written publication of advertising material that slanders or libels a person or organization;
- oral or written publication of advertising material that violates a person's right of privacy; or
- infringement of copyrighted advertising materials or infringement of trademarked or service marked titles or slogans.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom

Claim

Claim means a demand for damages by a customer

Electronic Data Processing

Electronic data processing means those activities usual to the processing of data or records of others

Employee

Employee includes a **leased worker** but does not include a **temporary worker**.

Executive Officer

Executive officer means a person holding any of the officer positions created by your charter, constitution or by-laws.

Insured

Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom **claim** is made or **suit** is brought

Leased Worker

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**

Nuclear Facility

Nuclear facility means.

- A. any nuclear reactor,

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Nuclear Facility**
(continued)

- B any equipment or device designed or used for
- 1 separating the isotopes of uranium or plutonium;
 - 2 processing or utilizing **spent fuel**; or
 - 3 handling, processing or packaging **nuclear waste**;
- C any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- D any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

Nuclear Waste

Nuclear waste means any waste material:

- A containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
- B resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph A. or B

Other Computer Services

Other computer services means electronic data processing hardware and software consulting, analysis or design; computer hardware maintenance for others, and your distribution or sale of computer hardware

Personal Injury

Personal injury means injury, other than **bodily injury**, arising out of one or more of the following offenses committed in the course of your business, other than your **advertising**.

- A false arrest, detention or imprisonment,
- B malicious prosecution,
- C the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor,
- D oral or written publication of material that slanders or libels a person or organization.



Computer Software And Services Errors Or Omissions

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Personal Injury (continued)

- E oral or written publication of material that violates a person's right of privacy, or
- F. discrimination (unless insurance thereof is prohibited by law) based on race, color, religion, sex, age or national origin

Pollutants

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

Property Damage

Property damage means

- physical injury to tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured

Software Products

Software products means computer software or programming which you or others trading under your name created, manufactured, sold, licensed, handled or distributed.

Source Material, Special Nuclear Material, and By-Product Material

Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

Spent Fuel

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**

Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged. **Suit** also includes

- an arbitration proceeding in which such damages are **claimed** and to which the **insured** must submit or does submit with our consent, or
- any other alternative dispute resolution proceeding in which such damages are **claimed** and to which the **insured** submits with our consent

Temporary Worker

Temporary worker means a person who is furnished to you for a finite time period to support or supplement your work force in special work situations such as **employee** absences, temporary skill shortages and seasonal workloads

Your Work

Your work means

- work or operations performed by you or on your behalf, and
- materials, parts or equipment furnished in connection with such work or operations

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Your Work
(continued)

Your work includes

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- the providing of or failure to provide warnings or instructions



Liability Insurance

Endorsement

Policy Period APRIL 30, 1998 TO APRIL 30, 1999
Effective Date APRIL 30, 1998
Policy Number 3535-11-19
Insured NETSCAPE COMMUNICATIONS CORPORATION
 (SEE NAMED INSURED ENDT)
Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 1998

This Endorsement applies to the following forms

- GENERAL LIABILITY
- PREMISES/OPERATIONS

**Bodily Injury/Property
Damage Exclusions**

Employer's Liability Under Bodily Injury/Property Damage Exclusions, the exclusion titled Employer's Liability is deleted

A section titled Bodily Injury/Property Damage/Personal Injury Exclusions is added to the contract and the following exclusion is added

**Bodily Injury/Property
Damage/Personal
Injury Exclusions**

Employer's Liability This insurance does not apply to any **bodily injury, property damage or personal injury** to

- A an **employee** of the **insured** arising out of and in the course of
 - 1 employment by the **insured**, or
 - 2 performing duties related to the conduct of the **insured's** business,
- B an **employee** or former **employee** of any **insured**, whether or not arising out of or in the course of employment by any **insured**, or an applicant for employment with any **insured**, if the **bodily injury, property damage or personal injury** arises out of any.
 - 1 Refusal to employ,
 - 2 Termination of employment

**Bodily Injury/Property
Damage/Personal
Injury Exclusions****Employer's Liability
(continued)**

- 3 Breach of any express or implied covenants;
 - 4 Coercion;
 - 5 Demotion;
 - 6 Evaluation;
 - 7 Reassignment;
 - 8 Discipline;
 - 9 Defamation;
 - 10 Harassment;
 - 11 Humiliation;
 - 12 Discrimination; or
 - 13 Other employment related practices, policies, acts or omissions; or
 - 14 Consequential **bodily injury** or **personal injury** as a result of 1 through 13;
- C The spouse, child, parent, brother or sister of that **employee**, former **employee** or any applicant for employment as a consequence of A or B above.

This exclusion applies:

- whether the **insured** may be held liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of the injury

Exclusion A, above, does not apply to liability for **bodily injury** assumed by the **insured** under an **insured contract**.

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 30, 1998 TO APRIL 30, 1999
<i>Effective Date</i>	APRIL 30, 1998
<i>Policy Number</i>	3535-11-19
<i>Insured</i>	NETSCAPE COMMUNICATIONS CORPORATION (SEE NAMED INSURED ENDT)
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 1998

This Endorsement applies to the following forms.

GENERAL LIABILITY
 PREMISES/OPERATIONS
 PRODUCTS/COMPLETED OPERATIONS
 EMPLOYEE BENEFITS ERRORS OR OMISSIONS
 COMPUTER SOFTWARE AND SERVICES ERRORS OR OMISSIONS

Under Investigation, Defense And Payment of Damages, the following provisions are added

Investigation, Defense And Payment Of Damages

With respect to any claim for damages arising out of your California operations.

- A If a conflict of interest arises which creates a duty on our part to provide the **insured** independent counsel, we will provide such counsel unless, at the time we inform the **insured** of the possible conflict, the **insured** expressly waives, in writing, the right to such counsel
- B When the **insured** has selected independent counsel
- 1 we require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation, and they must carry errors and omissions coverage
 - 2 it shall be the duty of such counsel and the **insured** to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, and to inform and consult with us in all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the Superior Court Any information disclosed by the **insured** or by such counsel is not a waiver of the privilege as to any other party, and
 - 3 both the counsel provided by us and the counsel the **insured** has selected shall be allowed to participate in all aspects of the litigation Counsel shall cooperate fully in the

Liability Endorsement

(continued)

exchange of information consistent with each counsel's ethical and legal obligation to the insured. Nothing in this section shall relieve the insured of their duty to cooperate with us under the terms of this insurance policy.

- C Our obligation to pay fees to counsel selected by the insured is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the community where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- D No conflict of interest shall be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an insured is sued for an amount in excess of the insurance policy limits.

All other terms and conditions remain unchanged

Authorized Representative





Liability Insurance

Endorsement

Policy Period APRIL 30, 1998 TO APRIL 30, 1999
Effective Date APRIL 30, 1998
Policy Number 3535-11-19
Insured NETSCAPE COMMUNICATIONS CORPORATION
 (SEE NAMED INSURED ENDT.)
Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 1998

This Endorsement applies to the following forms

GENERAL LIABILITY
PREMISES/OPERATIONS

Under Who Is Insured, the following provision is added

Who Is Insured

Owners, Lessees Or
Contractors

Any person or organization designated below is an **insured**, but only with respect to their liability as owner, lessee or contractor arising out of your ongoing operations performed for that **insured**.

Designated Owner, Lessee Or Contractor

CITY OF MOUNTAIN, PUBLIC WORKS DEPARTMENT

All other terms and conditions remain unchanged

Authorized Representative



Liability Insurance

Endorsement

Policy Period APRIL 30, 1998 TO APRIL 30, 1999
Effective Date APRIL 30, 1998
Policy Number 3535-11-19
Insured NETSCAPE COMMUNICATIONS CORPORATION
 (SEE NAMED INSURED ENDT)
Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 1998

* * *

This Endorsement applies to the following forms.

GENERAL LIABILITY

Under Liability Conditions, Transfer Of Rights Of Recovery, the following provision is added

Liability Conditions

Waiver Of Transfer Of Rights Of Recovery

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies only to the designated person or organization

Designated Person Or Organization
LUCENT TECHNOLOGIES, INC

All other terms and conditions remain unchanged

Authorized Representative



Liability Insurance

Endorsement

Policy Period APRIL 30, 1998 TO APRIL 30, 1999

Effective Date APRIL 30, 1998

Policy Number 3535-11-19

Insured NETSCAPE COMMUNICATIONS CORPORATION
(SEE NAMED INSURED ENDT)

Name of Company FEDERAL INSURANCE COMPANY

Date Issued SEPTEMBER 1, 1998

This Endorsement applies to the following forms

GENERAL LIABILITY

INDEPENDENT CONTRACTORS

IT IS HEREBY AGREED THAT THE DEFINITION OF EMPLOYEE UNDER FORM 80-02-2000, PAGE 19 OF 25, IS DELETED AND REPLACED WITH THE FOLLOWING

EMPLOYEE

EMPLOYEE INCLUDES A LEASED WORKER AND INDEPENDENT CONTRACTOR, BUT DOES NOT INCLUDE HP2 A TEMPORARY WORKER

IT IS ALSO AGREED THAT THE FOLLOWING DEFINITION IS ADDED TO FORM 80-02-2000:

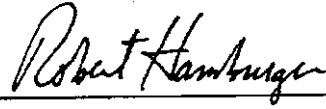
MEANS A PERSON CONTRACTED BY YOU IN THE PERFORMANCE OF A INSURED CONTRACT BETWEEN YOU AND THE PERSON, TO PERFORM DUTIES RELATED TO THE CONDUCT OF YOUR BUSINESS.

TO PER

DOES NOT INCLUDE A

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	APRIL 30, 1998 TO APRIL 30, 1999
<i>Effective Date</i>	APRIL 30, 1998
<i>Policy Number</i>	3535-11-19
<i>Insured</i>	NETSCAPE COMMUNICATIONS CORPORATION (SEE NAMED INSURED ENDT)
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 1998

This Endorsement applies to the following forms

COMPUTER SOFTWARE AND SERVICES ERRORS OR OMISSIONS

COVERAGE TERRITORY E&O

"COVERAGE TERRITORY" FOR COMPUTER SOFTWARE AND SERVICES ERRORS OR OMISSIONS INSURANCE ON P 7 OF 20 OF FORM 80-02-2013 IS AMENDED TO READ

THIS INSURANCE APPLIES ANYWHERE. HOWEVER, THE INSURED'S RESPONSIBILITY TO PAY DAMAGES MUST BE DETERMINED IN A SUIT ON THE MERITS ANYWHERE IN THE WORLD, OR IN A SETTLEMENT WE AGREE TO.

All other terms and conditions remain unchanged

Authorized Representative

Common Policy Conditions Section

020-01-0200
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Policy Conditions

Schedule of Forms

Policy Period APRIL 30, 1998 TO APRIL 30, 1999

Effective Date APRIL 30, 1998

Policy Number 3535-11-19

Insured NETSCAPE COMMUNICATIONS CORPORATION
(SEE NAMED INSURED ENDT)

Name of Company FEDERAL INSURANCE COMPANY

Date Issued SEPTEMBER 1, 1998

The following is a schedule of forms issued as of the date shown above

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9090	4-94	COMMON POLICY CONDITIONS	04/30/98	09/01/98
80-02-9310	4-94	NAMED INSURED	04/30/98	09/01/98
80-02-9501	4-94	AMENDED POLICY CONDITIONS - INTERNATIONAL	04/30/98	09/01/98
80-02-9717	4-94	CALIFORNIA MANDATORY-COMMON-CANCEL/NONRENEW	04/30/98	09/01/98

last page



Common Policy Conditions

Contract

Conditions

The following Conditions are included under each part of the policy, unless stated otherwise.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may

- make inspections and surveys at any time,
- give you reports on the conditions we find, and
- recommend changes

Conditions

Inspections And Surveys
(continued)

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- are safe or healthful, or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first named insured stated in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice



Liability Insurance

Schedule of Forms

Policy Period APRIL 30, 1998 TO APRIL 30, 1999
Effective Date APRIL 30, 1998
Policy Number 3535-11-19
Insured NETSCAPE COMMUNICATIONS CORPORATION
 (SEE NAMED INSURED ENDT)
Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 1998

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2345	4-94	EMPLOYERS LIABILITY EXCLUSION	04/30/98	09/01/98
80-02-0010	4-94	LIABILITY DECLARATIONS	04/30/98	09/01/98
80-02-2000	4-94	GENERAL LIABILITY	04/30/98	09/01/98
80-02-2012	4-94	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	04/30/98	09/01/98
80-02-2013	4-94	COMPUTER SOFTWARE & SERV. ERRORS OR OMISSIONS	04/30/98	09/01/98
80-02-2305	4-94	ADD L INSURED - OWNERS, LESSEES OR CONTRACTORS	04/30/98	09/01/98
80-02-2328	4-94	CUMIS - CALIFORNIA	04/30/98	09/01/98
80-02-2362	4-94	CONDITION-WAIVER OF TRANS /RIGHTS OF RECOVERY	04/30/98	09/01/98
80-02-2373	4-94	INDEPENDENT CONTRACTOR	04/30/98	09/01/98
80-02-2373	4-94	E&O TERRITORY DEFINITION	04/30/98	09/01/98

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