



THE INFORMATION BEING REQUESTED FOR EACH CYBERFIRST COVERAGE IS FOR A CLAIMS-MADE AND REPORTED POLICY. IT IS IMPORTANT THAT YOU READ ALL OF THE PROVISIONS OF YOUR POLICY CAREFULLY. DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF COVERAGE. The retroactive dates for your claims-made and reported coverages are the first effective dates of coverage with Travelers, unless we agree to different dates.

You must complete Part I: General Information. Parts II-IV should be completed only if you are requesting the applicable coverage.

Answer each question on behalf of all entities seeking insurance coverage, unless specifically requested otherwise.

An Additional Information section is provided at the end of this document for any information that exceeds the space provided.

PART I: GENERAL INFORMATION
The following questions apply to all coverages requested.

Proposed First Named Insured & Other Named Insured(s): _____ Today's Date: _____

Mailing Address: _____

Telephone Number: _____ Web Address: _____

Type of Legal Entity: _____

Description of Primary Operations and Any Other Operations: _____

Proposed Effective Date (mm/dd/yyyy) _____ Proposed Expiration Date (mm/dd/yyyy) _____ Date Business Started: _____

Subsidiary Name(s) _____ Subsidiary Website Address* (if different from above.) _____

*If any of the websites listed have a password protected member or subscriber area, please provide temporary passwords and ID's or other information that will allow us to review the information contained on and purpose of these websites:

1. Please list all mergers, acquisitions, or divestitures within past three years, including dates and whether you acquired or retained assets, liabilities or both for each transaction. Check here if none.

2. Did your merger or acquisition due diligence include the following (if any noted in #1):

- a. Review of prior and pending litigation? Yes No
- b. Evaluation of all outstanding contracts or service agreements to be included as part of transaction? . Yes No
- c. Analysis of Intellectual Property Rights, including any 3rd party interest in or liens on these rights? Yes No

REQUIRED ATTACHMENTS

Include the following with the submission:

- Copies of standard contracts and licensing agreements
- Most current audited (or annual) financial statements
- Five years of currently valued insurance company loss runs (if this is a new submission)
- Any other information that will aid in reviewing and pricing the coverage requested

INSURANCE

If you currently have insurance for Technology Errors and Omissions Liability, Network and Information Security Liability or CyberLiability Coverages, please provide the following information:

<i>Policy Period</i>	<i>Insurance Company</i>	<i>Limits</i>	<i>Retroactive Date</i>	<i>Premium</i>

Within the past three years, have any of these coverages or similar coverage been declined, cancelled or non-renewed? (Missouri applicants – do not answer this question) Yes No
 If yes, please provide details: _____

Coverage Requested: The CyberFirst Liability Coverage includes three coverage parts. These may be purchased on an individual basis or can be combined as required.

Please select the CyberFirst Liability Coverages and any optional endorsements desired:

- Technology Errors and Omissions Liability Coverage
 - Infringement of Copyrighted Software Endorsement
 - Crisis Management Service Expenses Coverage Endorsement
- Network and Information Security Liability Coverage
 - Crisis Management Service Expenses Coverage Endorsement
 - Security Breach Notification Expenses Coverage Endorsement
- Communications and Media Liability Coverage
 - Crisis Management Service Expenses Coverages Endorsement

Limits of Coverage Requested (Each Wrongful Act Limit/General Aggregate Limit)
 \$1,000,000/\$1,000,000 \$2,000,000/\$2,000,000 \$3,000,000/\$3,000,000 Other: _____
 \$4,000,000/\$4,000,000 \$5,000,000/\$5,000,000 \$10,000,000/\$10,000,000

Deductible Requested (Each Wrongful Act Deductible)
 \$10,000 \$25,000 \$50,000 Other: _____

INCIDENTS, COMPLAINTS, CLAIMS OR SUITS

1. Have you ever received any complaint concerning the products or services provided by you or independent contractors working on your behalf? Yes No
 If yes, please provide details of the complaint, including how you respond to these types of complaints: _____

2. Within the past two (2) years, have you sued any customers for non-payment of fees? Yes No
 If yes, please provide details: _____

3. Within the past two (2) years, have you sustained any systems intrusion, virus attack, hacking incident, data theft or similar event? Yes No
 If yes, please provide details: _____

4. Within the past two (2) years, have you notified customers or employees that their information may have been compromised? Yes No
 If yes, please provide details: _____

5. Within the past two (2) years, have you received any notification that any of your material, content, products or services infringe on the intellectual property rights of another party? Yes No
 If yes, please provide details: _____

6. Does any described authorized person* in your organization have any knowledge or information of any fact, circumstance, or incident that has resulted in a dispute or claim or may reasonably be expected to result in a claim against you or your subsidiaries? Yes No
 If yes, please describe below or attach complete details on a separate sheet:

Date of Claim	Description of the Claim	Actual or Estimated Claim	Is the Claim Currently in Suite or Arbitration?	Status of Claim (Open or Closed)
		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open <input type="checkbox"/> Closed
		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open <input type="checkbox"/> Closed
		\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Open <input type="checkbox"/> Closed

*Described authorized person means:

- you, and your spouse if you're an individual
- any of your partners or co-ventures who are individuals, and their spouses if you're a partnership or joint venture
- any of your members or managers if you're a limited liability company
- any of your directors or executive officers if you're a corporation or any other organization, or
- your risk manager or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

REVENUES

Source of Revenue*	Current Annual Revenue as of / MM/YYYY	Projected Annual Revenue / MM/YYYY
Total U.S. Revenue	\$	\$
Total Foreign Revenue	\$	\$
Total Revenue	\$	\$

Please list the countries which account for your foreign revenue:

*Revenue means the gross income of a nonprofit or for-profit entity. Examples of revenue include sources such as:

- sales, receipts, fees, commission;
- donations, contributions, dues, grants received by nonprofit and membership organizations; and
- any other type of income of nonprofit or for-profit entities.

Revenue does not include investment income, intra-entity revenue, and returns from overpayment of taxes.

YOUR TECHNOLOGY BUSINESS ACTIVITIES
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Please provide the current percentage of revenues for all activities that apply, and check all that apply for projected business activities.	Current Percentage	Within 1 Year	Within 2 Years
Information Technology Outsourcing: Including IT staff augmentation, help desk or other maintenance and support of the systems of others:	%	<input type="checkbox"/>	<input type="checkbox"/>
Data Processing Services:	%	<input type="checkbox"/>	<input type="checkbox"/>
Credit Card Processing Services: Including billing services	%	<input type="checkbox"/>	<input type="checkbox"/>
Document Imaging Software Services: Including records management or storage	%	<input type="checkbox"/>	<input type="checkbox"/>
Pre-packaged software development or sales:	%	<input type="checkbox"/>	<input type="checkbox"/>
Custom software development:	%	<input type="checkbox"/>	<input type="checkbox"/>
Information systems disaster recovery services and consulting:	%	<input type="checkbox"/>	<input type="checkbox"/>

CONTRACTS PROCEDURES

1. Do you require written contracts or agreements with all customers? Yes No
 Are all modifications or mid-term changes to a contract made in writing? Yes No
If no to either of the above, please describe when you would not require: _____

2. Do your standard contracts contain the following provisions?
 - Arbitration clause Yes No
 - Conditions of customer acceptance of product or service Yes No
 - Customer maintenance provision Yes No
 - Disclaimer of warranties Yes No
 - Exclusive Remedy Yes No
 - Force Majeure Yes No
 - Integration clause Yes No
 - Limitation of liabilities Yes No
 - Limitation of liabilities for consequential damages Yes No

3. How many of your customer contracts deviate from your standard provisions (number or percentage)? _____
 Who can approve any variation in standard contract or service agreement provisions?
 In-house counsel only Other (Include title or department) _____

4. Do you ever negotiate contracts with customers where you accept liability for consequential damages? Yes No
If yes, please explain when and how often: _____

5. Do you ever negotiate contracts with customers that include a provision for liquidated damages?.. Yes No

6. Do you enter into contracts that include a fixed time frame for completion of all or portions of the project? Yes No
If yes, do you require customer sign-off and acceptance at all milestones? Yes No

7. Do your sales and marketing staff receive training regarding acceptable and standard provisions in your contracts or agreements?..... Yes No

PRODUCT DEVELOPMENT/QUALITY CONTROL

1. Do you have a written system development methodology or quality control procedures? Yes No

2. Do your quality control procedures include the following?
 - Alpha testing Yes No
 - Beta testing Yes No
 - Vendor Certification Process Yes No
 - Prototype Development Guidelines Yes No

3. Do you comply with any of the following industry standards? *If yes, please check all that apply:....* Yes No
 ISO 9000 UL/CSA ANSI CE Mark Other: _____

4. Do you obtain written customer acceptance at pre-defined milestones or project stages? Yes No
 Do you obtain written final acceptance or other sign-off agreements from all customers upon delivery or completion of your products/services?..... Yes No
If no, what are your acceptance procedures? _____

5. Do you have a post-implementation evaluation or review procedure in place?..... Yes No
If no, please describe your procedure for evaluating customer satisfaction with product or service:

6. Do you have a formal policy in place for handling customer complaints or requests for changes or fixes? Yes No
 Are all customer complaints or requests documented in writing? Yes No
 Do you have an escalation process in place to resolve any customer complaints? Yes No

7. Within the past three years, have you or your independent contractors experienced any project delays or past due contract issues with any customer?..... Yes No
If yes, please describe, including your policy for handling: _____

PART III: NETWORK AND INFORMATION SECURITY LIABILITY

The information requested in Part III is required only if you are requesting Network and Information Security Liability

Network and Information Security Liability Coverage is not requested. Please skip this section.

Your Business Activities on the Internet (including subsidiaries)

1. **Please check all that apply to your website(s).**
- | | Current | Within 1 Year |
|--|--------------------------|--------------------------|
| Information website only provides general information about you, and your products /services. | <input type="checkbox"/> | <input type="checkbox"/> |
| Accessible website has log-in capabilities allowing access to secure or restrict content (e.g. accounts, subscriptions, or profiles) and/or allows users to upload or download secure data. | <input type="checkbox"/> | <input type="checkbox"/> |
| Transactional website allows orders or purchases using credit card, debit card or bill-pay payment. | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: Please describe. _____ | | |

2. Please identify whether you or an outside vendor is responsible for operation of the following aspects of your internet business activities:

	You	Vendor		You	Vendor
Web Hosting	<input type="checkbox"/>	<input type="checkbox"/>	Transaction Processing	<input type="checkbox"/>	<input type="checkbox"/>
Web Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Web Customer Service	<input type="checkbox"/>	<input type="checkbox"/>

3. Do your contracts with your vendors for the above services address the following matters:
- Provide you with indemnification for the vendor's misconduct, errors, omissions and negligence Yes No
 - Identify the vendor's responsibilities for safeguarding customer and confidential information.... Yes No
 - Identify the security measures that the vendor will provide or follow Yes No
4. Do you collect and/or store user-specific, private or confidential information through your website? Yes No
If yes, please describe the types of information: _____
5. Do you share or sell any customer information with outside parties (including subsidiaries or affiliates)? Yes No
If yes, please describe such information and with whom you share it: _____

INFORMATION SECURITY PROGRAM

1. Do you have a comprehensive written information security program? Yes No
2. Do you have written procedures governing how you make changes to your information security components or programs? Yes No
3. Do you have a company policy or procedure for the secure care, handling and storage of private, sensitive or confidential information on portable communication devices? Yes No
 Does your policy require that information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, be encrypted? Yes No
4. How often do you perform audits to ensure compliance with your privacy policies?
 Annually Bi-Annually Never Other _____
5. Are your employees required to sign an Internet usage policy or statement? Yes No
If yes, do you require annual (or more frequent) review of those policies or statements? Yes No
6. Is user-specific, private, sensitive or confidential information stored on your server(s) encrypted?.. Yes No
7. Is the responsibility for the secure care, handling and storage of private, sensitive or confidential information of others addressed in your contracts with your customers? Yes No
8. Is the responsibility for the secure care, handling, and storage of private, sensitive or confidential information of others addressed in your contracts with your subcontractors, independent contractors or third party vendors who may have access to or use of this Information? Yes No
If yes, does this include 3rd party vendors responsible for end of lifecycle document destruction?... Yes No
If yes, does this include 3rd party custodians such as housekeeping/maintenance or other 3rd parties who may regularly have access to your premises? Yes No

9. At which points do you run anti-virus software?
 desktops/laptops network gateways mail servers file services Other _____
 How often and by what method are virus signatures updated? _____

Please provide other relevant information describing your computer virus management practices (e.g. Virus screening performed by outside party) _____

10. Do you have formal procedures in place to report and respond to unauthorized attempts to access your computer systems? Yes No

11. Do you maintain computer network logs and generate exception reports to monitor:
 • Unacceptable or restricted transactions Yes No
 • Correcting or reversing entries Yes No
 • Unsuccessful attempts to access restricted information on the site Yes No

12. Network Safeguards: Please check all that apply, identifying who provides or maintains the safeguard:

	You	Vendor
Intrusion detection software	<input type="checkbox"/>	<input type="checkbox"/>
Vulnerability or penetration testing	<input type="checkbox"/>	<input type="checkbox"/>
Backup and recovery processes	<input type="checkbox"/>	<input type="checkbox"/>

13. Please describe your policies and procedures for identifying computer system vulnerabilities and obtaining remedial software patches: _____

14. Do you have a firewall installed and configured (hardened) to protect your network? Yes No
 If yes, is there a firewall administrator accountable for maintaining this firewall? Yes No

15. Do you have documented procedures for user ID and password management? Yes No

16. Is a login ID and password (authentication) required to access secure areas of your website? Yes No

17. Do you have a written policy for document retention and storage, to include paper and electronic records? Yes No

Do you have a formal procedure for end of lifecycle destruction of paper and deletion of electronic records? Yes No

Do you use a third party vendor for either of above? Yes No

18. Within the past 3 years, have you conducted a third-party audit/assessment of your network and information security processes and practices? Yes No

• Date of last third party audit/assessment: _____ Type of audit/assessment: _____

• Were any vulnerabilities discovered as a result of the third party audit or assessment? Yes No

• If yes, please provide details including steps taken to address the vulnerabilities that were identified: _____

19. Do you have a written disaster recovery plan/business continuity plan that includes procedures to be followed in the event of a breach that involves information security or data? Yes No

PART IV: COMMUNICATIONS AND MEDIA LIABILITY

The information requested in Part IV is required only if you are requesting Communications and Media Liability

Communications and Media Liability Coverage is not requested. Please skip this section.

1. Do your business activities include or does your website contain, disseminate, or allow the following:
 Please check all that apply.

- | | | |
|--|---|--|
| <input type="checkbox"/> Interactive gaming or games of chance | <input type="checkbox"/> Sweepstakes or coupons | <input type="checkbox"/> Chat rooms, bulletin boards, blogs or other areas supporting user generated content |
| <input type="checkbox"/> Advertising for or on behalf of third parties | <input type="checkbox"/> Music or video downloads, including P2P file sharing | <input type="checkbox"/> Pornographic or sexually explicit material |
| | <input type="checkbox"/> Domain name registration | |

2. Do you have a comprehensive written program in place for managing intellectual property rights? Yes No

3. Does your intellectual property clearance policy include the following?
- Legal review of all content prior to release or dissemination (including software code) Yes No
 - Intellectual property searches by outside law firm..... Yes No
 - Intellectual property searches by internal legal department Yes No
 - Acquisition of all necessary rights, licenses or consents of content used by or created by you . Yes No
 - Acquisition of all necessary rights, licenses or consents of content owned by or provided by 3rd parties Yes No
 - Internal audit of each operating department to ensure that intellectual property rights are being properly secured and your established procedures are being followed Yes No
 - Agreements with outside developers or consultants include provisions granting you ownership of the intellectual property rights and business methods incorporated into any work for hire performed for you or on your behalf Yes No
 - Require employees and “work for hire” contractors to sign a statement that they will not use previous employers’ or clients’ trade secrets or other intellectual property..... Yes No
 - Obtaining written permission of any website you link to or frame Yes No
 - Formal procedure for handling complaints of infringement Yes No
 - Formal training for employees regarding your policies for managing intellectual property Yes No
4. Do you use the material of others (such as text, video, graphics, photos or music) in your websites(s) or in other material printed, broadcast, published or distributed by you or by someone on your behalf? Yes No
5. Do you hire outside website developers or consultants to provide work for you or on your behalf including development of content? Yes No
If yes, do your agreements with the outside developers or consultants include provisions granting you ownership of the intellectual property rights and business methods incorporated into any work for hire performed for you or on your behalf?..... Yes No
6. Do you have a formal procedure for editing or removing controversial, offensive or infringing content from material distributed, broadcasted or published by you or someone on your behalf? ... Yes No

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.

This application, including any material submitted in conjunction with the application or any renewal, does not amend the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

FRAUD STATEMENTS

ARKANSAS, LOUISIANA, NEW MEXICO, VERMONT AND WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DISTRICT OF COLUMBIA: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

HAWAII: For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

KENTUCKY, MASSACHUSETTS, PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, and denial of insurance benefits.

MARYLAND: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

UTAH: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

ALL OTHER STATES: Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

SIGNATURES

Authorized Representative Signature*: X	Authorized Representative Name - Printed	Date:
Producer Signature*: X	State Producer License No (required in FL):	Date:
Agency:	Agency Contact:	Agency Phone Number:

* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

Electronic Signature and Acceptance – Authorized Representative

Electronic Signature and Acceptance – Producer

ADDITIONAL INFORMATION

In the section below, you may provide additional information to any of the questions. Please reference the section name and question number.