

NOTE: FOR PURPOSES OF THE *INSURANCE COMPANIES ACT (CANADA)*, THIS DOCUMENT WAS ISSUED IN THE COURSE OF ST. PAUL FIRE AND MARINE INSURANCE COMPANY'S INSURANCE BUSINESS IN CANADA.

QUALIFYING RISKS

Only those accounts exhibiting the risk characteristics outlined below are eligible for coverage under the ***Technology Small Business Policy***.

- ❖ Risk **is** a registered Canadian entity.
- ❖ Risk **does not** include any U.S. or foreign locations.
- ❖ Risk **is not** a data processing or retail operation.
- ❖ Risk **does not** include building or boiler and machinery coverage.
- ❖ Operations **do not** include systems, applications or products designed or developed for, or services provided in connection with, any of the following:
 - Aviation or Aircraft (including ground support)
 - Biometrics
 - Cellular or Wireless Communications Technology (other than wholesale distribution)
 - Emergency Services (i.e.: 911, fire, police)
 - Gaming
 - Health Care, Medical
- ❖ Revenue generated from all operations **does not** exceed \$3,000,000 annually.

COVERAGE REQUIREMENTS/AVAILABILITY

Minimum base coverage. With the exception of wholesale distributors, all accounts must purchase the following minimum base coverage:

- ❖ Commercial Property: Contents of Every Description*
- ❖ Commercial General Liability: Minimum Limit of \$1,000,000 all base coverage sections except Medical Expenses.
- ❖ Technology Errors and Omissions Liability: Minimum Limit of \$250,000

Wholesale distributors are not required to purchase Errors and Omissions Liability coverage.

***Coverage is not available for buildings or boiler and machinery.**

Optional Coverage. Coverage is also available for:

- ❖ Portable Electronic Devices (away from an insured location)
- ❖ Loss of Profit
- ❖ Employers' Liability/Voluntary Compensation
- ❖ Non-Owned Automobile Liability and Physical Damage
- ❖ Copyright or Trademark Infringement Liability

COVERAGE REQUIREMENTS/AVAILABILITY

Maximum limits, minimum deductibles. The following are the maximum limits of coverage and minimum deductibles available under this Policy:

| Coverage Description | Maximum Limit(s) | Minimum Deductible(s) |
|--|---|---|
| Commercial Property | \$3,000,000 combined property and business interruption values at any one insured location. | Sewer Backup: \$ 2,500 Flood: \$25,000 Earthquake: \$25,000 T.I.V. \$500,000 or less \$50,000 T.I.V. >\$500,000 All Other Perils: \$ 1,000 Optional Coverage: Portable Electronic Devices – Minimum Deductible: \$1,000 Optional Coverage: Loss of Profit – Minimum Deductible: \$1,000 |
| Commercial General Liability (occurrence basis) | \$5,000,000 all base coverage sections except: Medical Expenses | Bodily Injury and Property Damage Each Event: \$1,000 |
| Commercial General Liability: Medical Expenses | \$10,000 | No deductible applies. |
| Commercial General Liability Optional Coverage: Employers' Liability | \$5,000,000 | No deductible applies. |
| Non-Owned Automobile Liability | \$2,000,000 | No deductible applies. |
| Non-Owned Automobile Physical Damage | \$50,000 | All Perils: \$1,000 |
| Technology Errors and Omissions Liability (claims-made and reported basis) | \$2,000,000 | \$ 250,000 Limit \$2,500 \$ 500,000 Limit: \$2,500 \$1,000,000 Limit: \$5,000 \$2,000,000 Limit \$5,000 |
| Copyright or Trademark Infringement Liability (claims-made and reported basis) | \$500,000 \$25,000 maximum for injunctive relief defence expenses | \$2,500 Each Copyright or Trademark Infringement Offence \$1,000 injunctive relief defence expenses |

Property additional benefits limits. Apply in addition to the contents limit of coverage. Automatic limits as shown. Additional benefits limits can be increased where indicated on Product Overview and subject to an additional premium charge.

Portable electronic devices. Two limits of coverage apply to this optional coverage – Each Event and Each Item. These limits are selected as required and apply in addition to the maximum limits of coverage shown above.

Non-owned automobile. Includes S.E.F./Q.E.F. Nos. 96 and 99 when optional coverage purchased.

Liability aggregate limits. Multiple aggregate limits are not permitted under this Policy.



TECHNOLOGY – SMALL BUSINESS APPLICATION

This Application shall not constitute a binder or obligate St. Paul Fire and Marine Insurance Company to provide Property, Liability, Technology Errors and Omissions or Copyright or Trademark Infringement, but it is agreed that the information provided in this Application is the basis upon which a policy may be subsequently issued. All information provided in this Application forms part of any policy effected pursuant to completion of such section.

Technology Errors and Omissions is provided on a claims-made and reported basis. Where legal and applicable, defence expenses are included within the limits of coverage. The retroactive date for your claims-made and reported coverage is the first effective date of Technology Errors and Omissions coverage with St. Paul Fire and Marine Insurance Company, unless we agree on a different date.

IMPORTANT NOTES: For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of St. Paul Fire and Marine Insurance Company's insurance business in Canada.

Please complete all questions. Indicate "N/A" if a question is not applicable. If additional space is needed to properly address certain questions, please use the "Additional Comments" at the end of this Application or attach additional sheets on your company letterhead with the details. Throughout this Application, "you" or "your" means the Applicant identified in all parts of the Application.

SECTION A: GENERAL INFORMATION

1. Full Name of Applicant: _____
2. Number of Years in Business: _____
(Note: If less than one (1) year in operation, please attach Curriculum Vitae of principals or a copy of your Business Plan).
3. Number of employees: Canadian _____
4. Is this a Canadian registered entity? Yes No
5. Mailing Address of First Named Insured (including postal code): _____

6. Website Home Page Address(es): _____
7. Other Named Insureds to be shown on Policy: _____
8. Please list all mergers, acquisitions, or divestitures within the past three (3) years, including dates and whether you acquired or retained assets, liabilities or both for each transaction:

9. **Revenues:** (*Note: revenue includes sources such as sales, receipts, fees, commissions)

| Source(s) of Revenue* (CDN) | Current Annual Revenue as of ____/____ MM/YYYY | Projected Annual Revenue |
|--------------------------------|---|--------------------------|
| Total Canadian Revenue | \$ | \$ |
| Total U.S. Revenue | \$ | \$ |
| Total Foreign Revenue | \$ | \$ |
| Total Revenue | \$ | \$ |

10. Please list the countries which account for your foreign revenue and the percentage breakdown of income derived from each:

SECTION B: YOUR TECHNOLOGY BUSINESS ACTIVITIES

1. Please describe your technology business activities:

2. What new products or services are to be released within the next twelve (12) month period?

3. Please provide the current percentage of revenues for all activities that apply:

| | | | |
|--|------|--|------|
| Application Service Provider: | ___% | Pre-packaged Software Development: | ___% |
| Consulting/Training: | ___% | Sales of Pre-packaged Software of Others: | ___% |
| Contract Programming: | ___% | Systems Consulting, Analysis and Design: | ___% |
| Custom Software Development: | ___% | Telecommunications Products or Services: | ___% |
| Disaster Recovery Services: | ___% | Value Added Resale and Distribution: | ___% |
| ERP, CRM, Supply Chain or Similar Software and Services: | ___% | Web Site Developer/ Web Site Hosting: | ___% |
| Hardware Sales or Services: | ___% | Wholesale/Distribution. Provide brief description of products: | ___% |
| Integration Services: | ___% | _____ | |
| Internet Service Provider or Online Service Provider: | ___% | _____ | |
| Manufacturing of Hardware, Software or Related Products: | ___% | Other: _____ | |

4. Please indicate the principal market(s) for your products or services (*Please provide percentage breakdown*):

| | | | | | |
|---|------|---|------|---|------|
| Agricultural | ___% | Environment/Pollution | ___% | Oil and Gas | ___% |
| Architectural/Modelling Software | ___% | Financial Services, including banking, insurance or investment services | ___% | Personal Use/Home PC | ___% |
| Automotive/Non-Robotic | ___% | Food and Beverage | ___% | Professional Services, (e.g. legal, accounting, medical or other services provided by licensed professionals) | ___% |
| Aviation/Aircraft including Ground Support | ___% | Gaming | ___% | Railroad | ___% |
| Broadcasting (Radio, TV, etc.) | ___% | Government (military) | ___% | Scientific/Measurement | ___% |
| Communications | ___% | Government (non-military) | ___% | Technology Companies | ___% |
| Data Security/Verification | ___% | Healthcare/Medical | ___% | Utilities | ___% |
| Educational | ___% | Industrial/Robotics | ___% | Other: _____ | ___% |
| Emergency Services (e.g. 911, fire, security) | ___% | Marine | ___% | _____ | |

5. What is the worst-case scenario to your customer or your customer's operations if your product or service were to fail or stop working?

6. How do you inform your customers of problems/bugs with your products or services and how long does it take?

7. Have any products, services or operations been discontinued or recalled within the last five (5) years?

Yes No

If "Yes", please describe in detail which products/services were discontinued or recalled, including procedures for informing customers:

8. Please provide details of the three largest contracts undertaken during the past five (5) years:

| Assignments/Projects | Services/Products Provided | Revenue (CDN) |
|----------------------|----------------------------|---------------|
| 1. | | \$ |
| 2. | | \$ |
| 3. | | \$ |

9. What is the size of your average and largest contract, project or licensing agreement?

Average: \$ _____

Largest: \$ _____

10. Do you obtain written customer acceptance at pre-defined milestones or project stages? Yes No

11. Do you obtain written final acceptance, or other sign-off agreement from all customers upon delivery or completion of your products/services? Yes No
12. Do you have a formal policy in place for handling customer complaints or requests for changes or fixes and are all customer complaints or requests documented in writing? Yes No
13. How long do you retain copies of documentation and contracts? _____
14. What features are built into your product/service that will prevent product/service failure?

15. What is the anticipated life of your product or services? _____
16. Is physical installation of your products at the customer site performed by your employees or representatives of your firm? Yes No
 N/A
17. (a) Do you provide maintenance for your customers? *If "Yes", please explain:* Yes No

- (b) Do you subcontract such maintenance for others? *If "Yes", please explain:* Yes No

SECTION C: CONTRACTS (PLEASE PROVIDE COPIES OF STANDARD CONTRACTS/SALES AGREEMENT/PURCHASE ORDERS/LICENSE AGREEMENTS WITH APPLICATION)

1. What percentage of projects are undertaken using a standard contract?
 None 1%-25% 26%-50% 51%-75% 76%-99% 100%
If "None", please fully describe the terms under which work is accepted: _____
2. Do all of your contracts contain the following provisions?
 Conditions of product/service acceptance Yes No
 Description of Services/Products to be supplied 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 liability for consequential damages Yes No
 Hold Harmless agreement/Indemnity agreement Yes No
3. Do you ever negotiate contracts with customers where you accept liability for consequential damages? *If "Yes", please explain when and how often:* Yes No

4. How many of your customer contracts contain deviations from your standard provision? ____%
5. Are all contracts reviewed by legal counsel? *If "No", please explain:* Yes No

6. Who can approve any variation in standard contract or service agreement provisions?
 In-house counsel only Other (*Include title or department*): _____
7. Are all modifications or mid-term changes to a contract (or service agreement) made in writing? *If "No", please describe when you would not require:* Yes No

SECTION D: PROPERTY UNDERWRITING INFORMATION

Location Information: Location(s) (*Note: A separate application is required for each location*):

1. Same as mailing address Other, specify below:

2. Building Construction:
- Fully fire resistive (Concrete walls, concrete roof and floor)
 - Non-standard fire resistive (Concrete and/or hollow concrete block walls, floors and roof, Class 1 steel deck roof)
 - Non-combustible (Metal walls, concrete floors, metal roof)
 - Masonry/Joist: (Wood frame with hollow concrete block walls and wood joist roof)
 - Brick Veneer (Wood frame with masonry veneer on outside and wood joist roof)
 - Wood Frame (wood frame walls, floors and roof)
3. Number of stories: _____ Year built: _____
4. If building is over 20 years, please indicate when last updated:
 Electrical: _____ Plumbing: _____ Heating: _____ Roof: _____
5. Total Floor Area: _____ sq. ft. Area Occupied: _____ sq. ft. Basement: Yes No
6. Fire Protection: Hydrant within 1,000 feet (305 metres)
 More than 1,000 feet (305 metres) to hydrant but firehall within 5 miles (8 kilometres)
 More than 5 miles (8 kilometres) to firehall
7. Fire Alarm: None Local Central Station
8. Sprinklered: None Partial: _____% 100% 24 hour central monitoring station? Yes No
9. Burglar Alarm:
 None Local Central Station Line Security Digital Dialer
10. Loss Payee(s) & Mailing Address:

SECTION E: REQUESTED COVERAGES

1. Please indicate Property coverage and limits required: Contents of every description: \$ _____
2. Is Profits coverage required? *If "Yes", please indicate the limit:* \$ _____ Yes No
(Note: Combined Property and Business Interruption values not to exceed \$2,000,000)
3. Is off premises coverage required for Portable Electronic Devices? Yes No
If "Yes", please indicate the following:
- a. Total number of Portable Electronic Devices: _____ b. Average Value – Any One Item: \$ _____
- c. Maximum Value – Any One Item: \$ _____
- (Note: The Each Item Limit caps the amount that will be paid for loss or damage to a single Portable Electronic Device)**
- d. Each Event Limit Required: \$ _____
(Note: The Each Event Limit caps the amount that will be paid for loss or damage to more than one Portable Electronic Device in any one event)
(Note: Unnamed Locations and Transit excludes Portable Electronic Devices, other than stock)
4. Commercial General Liability (Occurrence) – Limit Required:
 1 million(\$) 2 million(\$) 3 million(\$) 4 million(\$) 5 million(\$)
5. Tenants' Legal Liability – Limit Required:
 1 million(\$) 2 million(\$) 3 million(\$) 4 million(\$) 5 million(\$)
6. Technology Errors & Omissions (claims-made & reported) – Limit Required:
 \$250,000 \$500,000 1 million(\$) 2 million(\$)
7. Is Non-Owned Automobile Insurance required? *If "Yes":* 1 million(\$) 2 million(\$) Yes No
8. Is SEF/QPF#94 required? Yes No
9. Is Employers' Liability Insurance required? Yes No
If "Yes": 1 million(\$) 2 million(\$) 3 million(\$) 4 million(\$) 5 million(\$)
10. Is Copyright or Trade Infringement Liability (claims-made & reported) required? Yes No
If "Yes": \$100,000 \$250,000 \$500,000

SECTION F: COPYRIGHT OR TRADEMARK INFRINGEMENT LIABILITY COVERAGE

To be completed only if you are requesting this coverage.

IMPORTANT NOTES: For purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of St. Paul Fire and Marine Insurance Company's insurance business in Canada.

Copyright or Trademark Infringement Liability Protection is provided on a claims-made and reported basis. Where legal and applicable, defence expenses are included within the limits of coverage. The retroactive date for your claims-made and reported coverage is the first effective date of coverage with St. Paul Fire and Marine Insurance Company, unless we agree on a different date.

- 1. Do you have a written Intellectual Property procedure? *If "Yes", please provide us with a copy.* Yes No
- 2. Do you obtain appropriate written permission to use material, images and/or content of others used by you or created by you? Yes No N/A
- 3. Do you do an internal audit of each operating department to ensure that Intellectual Property rights are being properly secured and that due diligence procedures are being followed? Yes No N/A
- 4. Do you obtain agreements with outside developers or consultants to include provisions granting you ownership of the Intellectual Property rights incorporated into any work that you provide or is done for you or on your behalf? Yes No N/A
- 5. Do you require employees and independent contractors/subcontractors to sign a statement that they will not use previous employers' or clients trade secrets or other Intellectual Property? Yes No N/A
- 6. Do you obtain written permission of any website you link to or frame? Yes No N/A
- 7. On websites you have designed or have responsibility for do you have inclusion of disclaimers as to the content of others? Yes No N/A
- 8. On websites you have designed or have responsibility for do you review or monitor the content of those websites for possible infringement of Intellectual Property? Yes No N/A
- 9. With respect to employees, independent contractors/subcontractors, do you ensure that they are not authorized to modify or publish corporate materials which have not been screened? Yes No N/A
- 10. Do you obtain clearance from outside or in-house legal counsel before products and/or services are released? Yes No N/A
- 11. Do you conduct full searches on a desired domain name? Yes No N/A
- 12. Do you conduct a search to ensure that your products/services do not violate any Intellectual Property?
(a) What methods do you use to conduct searches?
 Legal Counsel Internet Other: _____
(b) Are searches conducted on a worldwide basis? Yes No N/A
- 13. Do you have a formal written policy or procedures in place to address any infringement? Yes No N/A
- 14. Do you sell or advertise any products or services for yourself or others as being the same as or similar to, compatible with, or a clone of the products or services of others?
If "Yes" to above, do you have an agreement or permission to do so and is it in writing? Yes No
- 15. Do you incorporate any software or products designed by others into your designs?
If "Yes" to above, do you always obtain a licence to do so? Yes No
- 16. Have you or would you ever release a product or service for which you have received a qualified opinion that an intellectual property dispute exists? *If "Yes", please explain:* Yes No

***Note:** If any of the above questions were answered "N/A", not applicable, please provide an explanation:

SECTION G: CURRENT INFORMATION

1. Is the Applicant currently insured under a Commercial Property policy? Yes No
If "Yes", please complete the following:
 Insurer & Policy Number: _____
 Policy Period: _____ Premium: _____
2. Is the Applicant currently insured under a Commercial General Liability policy? Yes No
If "Yes", please complete the following:
 Insurer & Policy Number: _____
 Policy Period: _____ Limit of Liability: _____
 Premium: _____
 Is Products Liability/Completed Work coverage included? Yes No
3. Is the Applicant currently insured under a Technology Errors and Omissions policy? Yes No
If "Yes", please complete the following:
 Insurer & Policy Number: _____
 Policy Period: _____ Limit of Liability: _____
 Premium: _____
 Please advise the date you first purchased Technology Errors and Omissions coverage: _____
 Have you had continuous and uninterrupted coverage since this date? Yes No
4. Is the Applicant currently insured under a Copyright or Trademark Infringement policy? Yes No
If "Yes", please complete the following:
 Insurer & Policy Number: _____
 Policy Period: _____ Limit of Liability: _____
 Premium: _____
 Please advise the date you first purchased Copyright or Trademark Infringement coverage: _____
 Have you had continuous and uninterrupted coverage since this date? Yes No
5. Has the Applicant ever been declined, cancelled or non-renewed by any insurer for Commercial Property Insurance, Commercial General Liability, Technology Errors & Omissions or Copyright or Trademark Infringement? Yes No
If "Yes", please provide details: _____

SECTION H: COMPLAINTS, CLAIMS OR SUITS

1. Please provide your claims experience for the past five (5) years for coverage requested.

| Date | Description | Cost to Settle (Including Legal Fees) |
|------|-------------|--|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |

2. What measures have been taken to prevent similar losses, claims or disputes in the future?

3. Have you ever received any complaint concerning the products or services provided by you or independent contractors working on your behalf? Yes No

3. If "Yes", please provide details of the complaint, including how your company responds to these types of complaints: _____

4. Within the past five (5) years, have you sued any customers for non-payment of fees? Yes No
 If "Yes", please provide details: _____

5. Does any person in your organization have any knowledge of any Intellectual Property Infringement offence, complaint or dispute? Yes No
 If "Yes", please provide details: _____

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

| Date | Description | Actual or Estimated Dispute or Claim | Currently In Suit or Arbitration? | Status |
|------|-------------|--------------------------------------|--|---|
| | | \$ | <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 |

ADDITIONAL COMMENTS (If additional page(s) required please attach)

DECLARATIONS AND PRIVACY STATEMENT

This Application is not a representation that coverage does or does not exist for a particular claim or loss, or type of claim or loss, under any insurance policy issued by St. Paul Fire and Marine Insurance Company. Whether coverage exists or does not exist for a particular claim or loss under such policy depends on the facts and circumstances involved in the claim or loss and all applicable policy wording.

The undersigned is an authorized representative of the prospective Named Insured and certifies that reasonable inquiry has been made to obtain the answers to these questions. He or she certifies that the answers are true, correct and complete to the best of his/her knowledge and belief.

Where information has been provided about an individual(s), the undersigned confirms he or she has consent to disclose that information. The undersigned acknowledges that without this consent and his or her confirmation of consent, St. Paul Fire and Marine Insurance Company would not be able to consider this Application or submission.

It is agreed that we may collect information about individuals in the course of considering the Application and submission and if we issue a policy, we may collect personal information in the course of conducting our relationship with you. Such personal information will be processed for the purpose of underwriting your coverage, managing any policy issued, providing risk management advice and administering claims. We may pass such information on to our reinsurers, legal advisors, loss adjusters or agents for these and other purposes associated with the insuring agreement.

Signing this Application shall not constitute a binder or obligate St. Paul Fire and Marine Insurance Company to provide Property, Liability, Technology Errors and Omissions or Copyright or Trademark Infringement but it is agreed that this Application shall be the basis upon which a Policy may be issued. All information provided in this Application forms part of any policy effected pursuant to completion of such section.

Applicant's Signature

Title

Date

Broker/Agent Signature

City

Date