

31 March 2023

CDN SOFTWARE SOLUTIONS PRIVATE LIMITED

UNIT NO. 304, PRINCES BUSINESS SKYPARK, AB RD, LIG COLONY,
INDORE, MADHYA PRADESH, 452056

Dear Customer,

Sub - Information and Network Technology Error or Omissions
Liability Insurance: 3139203350182003000

We thank you for having preferred us for your Insurance requirements. We at HDFC ERGO General Insurance believe "Insurance" as not only to be an assurance to indemnify in the event of unfortunate circumstances, but one that signifies protection and support, which you can count on when you need it most.

The Insurance Policy enclosed herewith is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils.

Please note that the policy has been issued based on the information contained in the proposal form and / or documents received from directly from you or through the Intermediary.

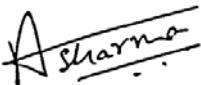
Name of the Intermediary: **HE DIRECT_B4 BRANCH BANKING_2285_1**
Intermediary Code: **201707296383**

Where the proposal form is not received, information obtained from you or your representative /broker, whether orally or otherwise, is captured in the policy document.

If you wish to contact us in reference to your existing policy and /or other general insurance solutions offered by us, you may write to our correspondence address as mentioned below. Alternatively, you may visit our website www.hdfcergo.com . To enable us to serve you better, you are requested to quote your Policy Number in all correspondences.

Thanking you once again for choosing HDFC ERGO General Insurance Company Limited and looking forward to many more years of association.

Yours Sincerely,



Authorised Signatory



**Information and Network Technology Errors or Omissions Liability Insurance
Claim - Made and Reported**

FOR

CDN SOFTWARE SOLUTIONS PRIVATE LIMITED

Producer : HE DIRECT_B4 BRANCH BANKING_2285_1

HDFC ERGO General Insurance Company Limited

Information and Network Technology Errors or Omissions Liability Insurance Claim - Made and Reported

Schedule of Forms

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

The following is a Schedule of Forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
75-02-0143	03-04	Title Page	29 March 2023	31 March 2023
75-02-0113	03-04	Schedule of Forms	29 March 2023	31 March 2023
75-02-0144	03-04	Insuring Agreement	29 March 2023	31 March 2023
75-02-0147	03-04	Declarations	29 March 2023	31 March 2023
75-02-0145	03-04	Premium Summary	29 March 2023	31 March 2023
75-02-0101	03-04	Insurance Contract	29 March 2023	31 March 2023
75-02-0115	03-04	Deductible	29 March 2023	31 March 2023
75-02-0201	xx-xx	Supplementary Expenses within Limits of Insurance	29 March 2023	31 March 2023
75-02-0188	xx-xx	Endorsement- Breach of Privacy or Confidentiality	29 March 2023	31 March 2023
E&O-02-0016	02-08	Endorsement- Loss of Document Coverage	29 March 2023	31 March 2023
E&O-02-0017	02-08	Endorsement - Dishonesty Coverage	29 March 2023	31 March 2023
75-02-0189	xx-xx	Endorsement – Court Fee sub-limited to Rs.55,000 per person and Rs.11,000,000 in the aggregate.	29 March 2023	31 March 2023
75-02-0105	xx-xx	Endorsement – Defamation	29 March 2023	31 March 2023
75-02-0206	xx-xx	Endorsement - Auto acquisition of Subsidiary Or Newly Acquired Or Formed Organisations Amended (25% of revenues) (Excluding USA & CANADA)	29 March 2023	31 March 2023
75-02-0xxx	01-06	Asia INT Endt-Intellectual Property Amended	29 March 2023	31 March 2023

Information and Network Technology Errors or Omissions Liability Insurance Claim - Made and Reported

75-02-0200R	xx-xx	Endorsement- Legal Representation Expenses	29 March 2023	31 March 2023
75-02-0197	xx-xx	Endorsement- Amended Definition of Loss to include Civil Fines & Penalties - wherever insurable under law sub limited to Rs.55,000,000 in the aggregate.	29 March 2023	31 March 2023
75-02-0204	xx-xx	Endorsement- Coverage Territory and Jurisdiction Amended - Territory - Worldwide and Jurisdiction - Worldwide	29 March 2023	31 March 2023
E&O-02-0001	09-06	Additional Insured (Customers)	29 March 2023	31 March 2023
75-02-0198	xx-xx	Endorsement- Transfer of Rights of Recovery as others - amended - subject to review and evidence of written contract	29 March 2023	31 March 2023
75-02-0124R	03-04	Endorsement – Delay Exclusion Deleted	29 March 2023	31 March 2023
75-02-0134R	06-09	Extended Reporting period – 90 days	29 March 2023	31 March 2023
75-02-0139	03-04	Endorsement- Security breach amended	29 March 2023	31 March 2023
75-02-0132	03-04	Endorsement - Avionics Exclusion	29 March 2023	31 March 2023
75-02-0212	xx-xx	Endorsement - Infectious Disease or COVID-19 Exclusion	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Endorsement - War and Civil War Exclusion Clause NMA 464	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Endorsement - Breach of Privacy or Confidentiality - As per form	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Extension - Unintentional breach of contract [As per form]	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Extension - Vicarious liability of contractors and subcontractors [As per form]	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Extension - Failure of Technology Product [As per form]	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	Extension - Definition of Technology to include Software products : Inbuilt under the base wording with border definition of product including Includes Hardware, IT products, software, representations and warranties on performance etc , failure to provide instructions or warnings[As per form]	29 March 2023	31 March 2023
xx-xx-xxxx	xx-xx	No Cover for claims arising out of, because of and/or attributable to professional services related to development, maintenance and integration of below software/systems: - Banking/FI, Core Banking/Net Banking / Online Payment Gateways - Financial Trading Software - Software for Healthcare Software, Medical Diagnostics - Driverless automobile technology & GPS Based Technology - Aviation, Defence, Spaces	29 March 2023	31 March 2023

Intermediary Name: HE DIRECT_B4 BRANCH BANKING_2285_1

Intermediary Code: 201707296383

Information and Network Technology Errors or Omissions Liability Insurance Claim - Made and Reported

Insuring Agreement

Named Insured and Mailing Address
CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
UNIT NO. 304, PRINCES BUSINESS SKYPARK, AB RD,
LIG COLONY, INDORE, MADHYA PRADESH, 452056
PAN Card Number :- AACCC9240K

**HDFC ERGO GENERAL INSURANCE COMPANY
LIMITED**

6th Floor, Leela Business Park,
Andheri-Kurla Road,
Andheri-East,
Mumbai 400059
India

Policy Number: 3139203350182003000
Effective Date : 29 March 2023

Producer No. 201707296383

Producer HE DIRECT_B4 BRANCH
BANKING_2285_1

Issued by the insurance company indicated below,
herein called the Company

**HDFC ERGO General Insurance Company
Limited**

Incorporated under the laws of India, licensed to do
business in India

Company and Policy Period

Insurance is issued by the Company in consideration of payment of the required premium.

This policy is issued for the period 12:01 A.M. standard time at the Named Insured's Mailing Address shown above.

From: 29 March 2023 To: 28 March 2024

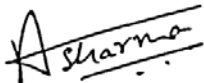
Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule of Forms, Declarations, Insurance Contract and Endorsements comprise this policy.

The terms of this policy shall not be waived or changed, except by Endorsement issued to form a part of this policy.

In Witness Whereof, the Company issuing this policy has caused this policy to be signed by an Authorized Representative of the Company.

FOR AND ON BEHALF OF
HDFC ERGO GENERAL INSURANCE COMPANY LIMITED
(Incorporated in India)



Authorized Representative

Date: 29 March 2023

Information and Network Technology Errors or Omissions Liability Insurance Claim - Made and Reported

Goods and Services Tax Registration No: 23AABCL5045N1ZG.

The contract will be cancelled ab intio in case; the consideration under the policy is not realized.

The stamp duty of Rs 0.50/- (Fifty Paise only) paid by Demand Draft , vide Receipt/Challan no LOA/CSD/477/2022/4252 DATE- 29/SEP/2022 as prescribed in Government Notification Revenue and Forest Department No Mudrank 2017/CR.97/M-1, dated the 09th January 2018.

Note: Where the proposal form is not received, information obtained from insured, whether orally or otherwise, is captured in the policy document. Discrepancies, if any, in the information contained in the policy document may be pointed out by an insured within 15 days from the policy issue date after which information contained in the policy document shall be deemed to have been accepted as correct.

I/ We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

Warranty:

Warranted that there are no known losses and /or circumstances that may lead to losses or claims under this policy (except the claims and / or circumstances already reported to HDFC ERGO General Insurance Co. Ltd.).

This policy is issued basis the information and representations provided by or on behalf of the insured (whether by way of a proposal form or otherwise), and it is thus warranted that such information/representations are true, accurate, and complete, and that no other material information has been withheld.

If the policy document, schedule or endorsement contains any inadvertent error or omission in regards the information provided to us, you are requested to inform us within 15 days of receipt of the policy document so that we can correct any such error or omission.

Branch	D M Tower, Flat No. 205-206 2Nd Floor, New Palaysia Road 452001 Phone No.+91-731-3988360
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Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Declarations

Named Insured and Mailing Address	HDFC ERGO GENERAL INSURANCE COMPANY LIMITED 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri-East, Mumbai 400 059 India
CDN SOFTWARE SOLUTIONS PRIVATE LIMITED UNIT NO. 304, PRINCES BUSINESS SKYPARK, AB RD, LIG COLONY, INDORE, MADHYA PRADESH, 452056 PAN Card Number :- AACCC9240K	Policy Number: 3139203350182003000 Effective Date : 29 March 2023
Producer No. 201707296383	Issued by the insurance company indicated below, herein called the Company HDFC ERGO General Insurance Company Limited
Producer HE DIRECT_B4 BRANCH BANKING_2285_1	Incorporated under the laws of India, licensed to do business in India

Policy Period

From: 29 March 2023 To: 28 March 2024

12:01 A.M. standard time at the Named Insured's Mailing Address shown above.

Liability Coverage

INFORMATION AND NETWORK TECHNOLOGY ERRORS OR OMISSIONS

PER OCCURRENCE	Rs. 550,000,000.00
GENERAL AGGREGATE	Rs. 550,000,000.00
TOTAL AGGREGATE	Rs. 550,000,000.00
RETROACTIVE DATE	29/03/2023



Information And Network Technology Errors Or Omissions Liability Insurance Claims- Made And Reported

Premium Summary

	HDFC ERGO GENERAL INSURANCE CO. LTD. 6 TH Floor, Leela Business Park, Andheri Kurla Road, Andheri (East) Mumbai 400 059 India
Named Insured and Mailing Address CDN SOFTWARE SOLUTIONS PRIVATE LIMITED UNIT NO. 304, PRINCES BUSINESS SKYPARK, AB RD, LIG COLONY, INDORE, MADHYA PRADESH, 452056 PAN Card Number :- AACCC9240K	Policy Number: 3139203350182003000 Effective Date : 29 March 2023
Producer No. 201707296383	Issued by the insurance company indicated below, herein called the Company HDFC ERGO General Insurance Company Limited
Producer HE DIRECT_B4 BRANCH BANKING_2285_1	Incorporated under the laws of India, licensed to do business in India

Policy Period

From: 29 March 2023 To: 28 March 2024

12:01 A.M. standard time at the Named Insured's Mailing Address shown above.

Premium Payment

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

Premium

Premium Details	Amount (Rs.)
Net Premium	580,000.00
Goods & Service Tax	104,400.00
Total Premium	684,400.00
Invoice Number :	203350182003000
GSTN :	23AACCC9240K1ZP
Place of Supply:	Madhya Pradesh
SAC Code	9971

PREMIUM BASIS:
Estimated Sales: Rs. 18,000,000.00 (Australia/USA)
Premium Rate: per Rs1,000 of Sales



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

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Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Insurance Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this insurance contract: Coverage; Investigation, Defence And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Extended Reporting Period; Conditions; and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this insurance contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organisations qualifying as a named **insured** under this insurance contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organisations may qualify as **insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance contract.

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

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS THAT ARE BOTH FIRST MADE AGAINST THE **INSURED** AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD.

CLAIM ADJUSTMENT EXPENSES, INCLUDING LEGAL FEES AND INVESTIGATION COSTS OR EXPENSES, WILL REDUCE THE LIMITS OF INSURANCE.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Coverage

(continued)

Information And
Network Technology
Errors Or Omissions
Liability Coverage
Claims-Made And
Reported

- A. Subject to all of the terms and conditions of this insurance, we will pay **loss** by reason of liability:
- Imposed by law; or
 - Assumed in an **insured contract**;
- for **financial injury**, because of the failure:
- of **your product** to perform the function or to serve the purpose intended, due to a defect, deficiency, inadequacy or dangerous condition in **your product**; or
 - to perform **your service**, in accordance with the terms and conditions of a contract or agreement;
- caused by a **wrongful act** to which this coverage applies.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Coverage

(continued)

Information And
Network Technology
Errors Or Omissions
Liability Coverage
Claims-Made And
Reported
(continued)

- B. This coverage applies only if:
1. such **wrongful act** was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period; and
 2. a claim by a person or organisation for damages for such **financial injury** is both first made against any **insured** and reported to us in writing:
 - a. during:
 - i. the policy period; or
 - ii. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance contract; or
 - b. in accordance with the provisions of the condition titled Notice Of Circumstances.
- C. This coverage does not apply to any:
1. Injury, **wrongful act**, claim, **suit** or other circumstance:
 - a. reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
 - b. **deemed known**, before the beginning of the policy period, that could reasonably be expected to result in any payment under this insurance; or
 2. Injury arising out of any
 - a. **wrongful act**; or
 - b. continuation or resumption of any **wrongful act**;
deemed known, before the beginning of the policy period, to have been committed.
- D. For the purposes of this coverage:
1. a claim by a person or organisation for damages for the **financial injury** will be deemed to have been made, when:
 - a. notice of such claim is received and recorded by
 - i. any **insured**; or
 - ii. us; or
 - b. we, at our discretion, make a settlement; whichever comes first.
 2. Such a claim will be deemed to have been reported to us during the applicable period described in subparagraph B.2. above, only if written notice of the claim is actually received and recorded by us not more than 30 days after the end of such period.
 3. all claims made for damages for the **financial injury** to the same person or organisation will be deemed to have been made at the time the first of such claims is made against any **insured**.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Coverage

(continued)

Information And
Network Technology
Errors Or Omissions
Liability Coverage
Claims-Made And
Reported
(continued)

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided in the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defence And Settlements

Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the **insured**. We may, at our discretion, require you to defend the **insured**. If we require you to defend the **insured**, then you must select and retain the lawyer to represent the **insured**:

- from a list of lawyers supplied to you by us; or
- with our prior written consent.

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

If a **suit** is brought, we will pay reasonable lawyer fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend:

- the **insured**; and
- if applicable, the party indemnified by the **insured**, provided the obligation to defend, or the cost of the defence of, such party has been assumed by such **insured** in an **insured contract**.

We may, at our discretion, investigate any **wrongful act** and make any settlement, regardless of whether any claim has been made or any **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim or **suit** to which this insurance applies:

- reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation of or defence against such claim or **suit**, including actual loss of earnings up to Indian Rupees 5000 a day because of time off from work
- interest on the amount of a judgement or award that accrues after entry of the judgement or award and before we have paid, offered to pay or deposited in court the part of the judgement or award that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Coverage

Supplementary Payments (continued)

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- applies only to **financial injury** caused by a **wrongful act** committed in **India**.
- does not apply to any damages, loss, cost or expense in connection with any **suit** brought outside India.

Who Is An Insured

Sole Proprietorships

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

If you die:

- persons or organisations having proper temporary custody of your property are insureds; but they are insureds only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships, Joint Ventures Or Unincorporated Organisations

If you are a partnership established in accordance with the laws prevailing in **India**, a joint venture established in accordance with the laws prevailing in India or an unincorporated organisation, including but not limited to an association of persons or a private trust functioning in accordance with the laws prevailing in India, then you are an **insured**. Your partners and their spouses in the case of a partnership; joint venture partners and their spouses in the case of a joint venture; principal office bearers and their spouses in the case of an unincorporated organisation are **insureds**; but they are **insureds** only with respect to the conduct of your business.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Other Organisations If you are an organisation other than a partnership, joint venture or unincorporated organisation, then you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Who Is An Insured (continued)

Employees Your employees are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Subsidiary Or Newly Acquired Or Formed Organisations If there is no other insurance available, the following organisations will qualify as named **insureds**:

- A. an India incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of **loss**, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
- B. An India incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of **loss** such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for **financial injury** caused by a **wrongful act** that was not first committed later than:
 1. 60 days after such acquisition or formation is executed; or
 2. the end of the policy period;
 whichever comes first.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a named **insured** in the Declarations.
- B. No person or organisation is an **insured** with respect to the:
1. Ownership, maintenance or use of any assets; or
 2. Conduct of any person or organisation whose assets, business or organisation;
- you acquire, either directly or indirectly, for any **financial injury** arising out of a **wrongful act** first committed, in whole or in part, before such acquisition is executed.

Who Is An Insured

(continued)

Limitations On Who Is An Insured (continued)

- C. No person or organisation is an **insured** with respect to the:
1. Ownership, maintenance or use of any assets you acquire;
 2. Conduct of any person or organisation whose assets, business or organisation you acquire; or
 3. Conduct of any organisation you form
- during the policy period, either directly or indirectly, for any **financial injury** arising out of any **wrongful act** first committed later than:
- 30 days after such acquisition or formation is executed; or
 - the end of the policy period;
- whichever comes first, unless:
- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly when due.
- D. No person or organisation is an **insured** with respect to the conduct of any organisation:
1. that is incorporated or registered outside **India**; or
 2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside India.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

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 organisations 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.

Aggregate Limit

The Aggregate Limit is the most we will pay for the sum of all **loss** for **financial injury**.

Limits Of Insurance (continued)

Payments That Reduce The Limits Of Insurance

Any **loss** (including **claim adjustment expenses**) we pay will reduce the Limits Of Insurance.

Payments we make under the Supplementary Payments section of this contract will not reduce the Limits Of Insurance.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Exclusions

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance contract.

Adjustment, Inspection, Recall Or Replacement Expenses

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

- **your product;**
- any property containing or incorporating **your product;** or
- any property on which **your service** is or was performed.

This exclusion does not apply to **financial injury**, sustained by others, resulting from the loss of use of:

- **your product;**
- property containing or incorporating **your product;** or
- property on which **your service** was performed;

in connection with the ownership, maintenance or use of **your product** or **your service**.

Aircraft Products

This insurance does not apply to **financial injury** arising out of any aircraft product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labour or service relating to any of the foregoing.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Exclusions

(continued)

Asbestos

- A. This insurance does not apply to **financial injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
 1. Demand, order, request or regulatory or statutory requirement 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 **asbestos**; or
 2. Claim or proceeding by or on behalf of a 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 **asbestos**.

Bodily Injury

This insurance does not apply to any actual or alleged **financial injury** arising out of or in any way related to any actual, alleged or threatened:

- physical injury, sickness, disease or death; or
- humiliation, mental anguish, mental injury or shock;

sustained by any person at any time, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged **financial injury** in the absence of any such actual, alleged or threatened:

- physical injury, sickness, disease or death; or
- humiliation, mental anguish, mental injury or shock.

Ceasing Support

This insurance does not apply to **financial injury** arising out of any actual, alleged or threatened decision by any **insured**:

- not to provide or support; or
- to cease to provide or support;

your product or your service.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Continuing Wrongful Acts	<p>This insurance does not apply to financial injury arising out of that part of a wrongful act that continues or resumes after the later of the end of the policy period of:</p> <ol style="list-style-type: none"> A. this insurance; or B. a subsequent, continuous renewal or replacement of this insurance, that: <ol style="list-style-type: none"> 1. is issued to you by us or by an affiliate of ours; and 2. would otherwise apply to financial injury.
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Exclusions

(continued)

Contracts	<p>This insurance does not apply to financial injury for which the insured is obligated by reason of assumption of liability in a contract or agreement.</p> <p>This exclusion does not apply to the liability for loss:</p> <ul style="list-style-type: none"> • that such insured would have in the absence of such contract or agreement; or • assumed in a contract or agreement that is an insured contract (for financial injury), provided the injury, to which this insurance applies, is caused by a wrongful act first committed by you or on your behalf after the execution of such contract or agreement.
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Damage to Property	<p>This insurance does not apply to any actual or alleged financial injury arising out of or in any way related to any actual, alleged or threatened:</p>
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1. physical injury to; or
2. loss of use of;

any tangible property, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged **financial injury** in the absence of any such actual, alleged or threatened:

- physical injury; or
- loss of use.

Tangible property does not include software, data or other information that is in electronic form.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Delay In Delivery Of Or Failure To Deliver Your Product This insurance does not apply to **financial injury** arising out of any actual, alleged or threatened:

- delay in delivery of; or
- failure to deliver;

your product or any part or phase of **your product**.

Delay In Performance Of Or Failure To Begin Your Service This insurance does not apply to **financial injury** arising out of any actual, alleged or threatened:

- delay in performance of; or
- failure to begin;

your service or any part or phase of **your service**

Dishonesty This insurance does not apply to **financial injury** arising out of any dishonest, criminal, fraudulent or malicious conduct committed by or with the consent or knowledge of the **insured**.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Exclusions

(continued)

- Employment-Related Practices A. This insurance does not apply to any damages, loss, cost or expense sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. Arrest, detention or imprisonment;
 2. Breach of any express or implied covenant;
 3. Coercion, criticism, humiliation, prosecution or retaliation;
 4. Defamation or disparagement;
 5. Demotion, discipline, evaluation or reassignment;
 6. Discrimination, harassment or segregation;
 7. A. eviction; or
b. invasion or other violation of any right of occupancy
 8. Failure or refusal to advance, compensate, employ, promote or make statutory payments or other contributions;
 9. Invasion or other violation of any right of privacy or publicity;
 10. Termination of employment or change in terms or conditions of service; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- Employment-Related Practices B. This insurance does not apply to any damages, loss, cost or expense sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.
- Paragraphs A. and B. above apply:
- whether the **insured** may be 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 any of the foregoing.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Exclusions

(continued)

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by any **insured** or others for any:

- enhancement or maintenance of any property; or
- prevention of any **financial injury** to any person or organisation.

This exclusion does not apply to **financial injury**, sustained by others, resulting from the loss of use of:

- **your product**;
- property containing or incorporating **your product**; or
- property on which **your service** was performed;

in connection with the ownership, maintenance or use of **your product** or **your service**.

Expected Or Intended Financial Injury

This insurance does not apply to **financial injury**:

- intended by the **insured**; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the **insured**.

Financial Impairment Of Insureds

This insurance does not apply to **financial injury** arising out of any bankruptcy, insolvency or other financial impairment of any **insured**.

Governmental Claims Or Proceedings

This insurance does not apply to any damages, loss, cost or expense arising out of any claim or proceeding made by or on behalf of any governmental authority.

This exclusion does not apply to **financial injury** sustained by a governmental authority resulting from their ownership, maintenance or use of **your product** or **your service**.

Exclusions

(continued)



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Injury To Insureds Or Affiliates	<p>This insurance does not apply to financial injury sustained by any:</p> <ol style="list-style-type: none"> A. insured; B. person or organisation that controls, either directly or indirectly, interests entitled to vote generally in the election of the governing body of any organisation that is an insured; C. subsidiary organisation of any insured; D. member or partner of any partnership or joint venture in which any insured has any interest; E. director, officer, shareholder, employee, custodian of property or legal representative of any organisation described above; or F. spouse of any person described above. <p>This exclusion does not apply to financial injury sustained by a person or organisation described in paragraph A above, who is:</p> <ul style="list-style-type: none"> • an additional insured under this insurance by an endorsement made a part of this insurance contract; • otherwise a third party; and • not a person or organisation described in subparagraphs B., C., D., E. or F. above.
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Intellectual Property Laws Or Rights	<p>This insurance does not apply to any actual or alleged financial injury arising out of, giving rise to or in any way related to any actual or alleged:</p> <ul style="list-style-type: none"> • assertion; or • infringement or violation; <p>by any person or organisation (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual or alleged assertion, infringement or violation.</p>
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Maintenance Of Contracts Or Licenses	<p>This insurance does not apply to financial injury arising out of any actual, alleged or threatened:</p> <ul style="list-style-type: none"> • failure to effect, maintain, procure or secure; or • cancellation, lapse, modification, nonrenewal, revocation, suspension or other impairment of; <p>in whole or in part at any time any bond, insurance, lease, license, order, permit or other contract or agreement that any insured is obligated to maintain, procure or secure in connection with your product or your service.</p>
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Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Exclusions

(continued)

Multiplied Or Punitive Damages, Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

Nuclear Energy

This insurance does not apply to **financial injury** arising out of any:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Personal Or Reputational Injuries

This insurance does not apply to any actual or alleged **financial injury** arising out of or in any way related to any actual, alleged or threatened:

- A. arrest, detention or imprisonment of any person;
- B. defamation or disparagement;
- C. discrimination, harassment or segregation;
- D. 1. Eviction; or
2. invasion or other violation of any right of occupancy;
- E. invasion or other violation of any right of privacy or publicity; or
- F. prosecution of any person or organisation;

committed by any person or organisation (including any insured), regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened offence described above.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Pollution

- A. This insurance does not apply to **financial injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. Demand, order, request or regulatory or statutory requirement 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 proceeding by or on behalf of a 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**.

Paragraphs A. and B. apply regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Exclusions

(continued)

Security Breach Or Unauthorised Access

This insurance does not apply to any actual or alleged **financial injury** arising out of or in any way related to any actual, alleged or threatened security breach of, unauthorised access to or unauthorised use of:

- A. **your product**;
- B. any property containing or incorporating **your product**;
- C. any property on which **your service** is or was performed; or
- D. any **information and network technology product**;

by any person or organisation (including any **insured**), regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened breach, access or use.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Terrorism	<p>This insurance does not apply to any financial injury arising out of any act of terrorism.</p> <p>For the purpose of this insurance, an act of terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>This insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.</p> <p>If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.</p> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.</p>
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War	<p>This insurance does not apply to financial injury arising, directly or indirectly, out of:</p> <ul style="list-style-type: none"> • war, including undeclared or civil war; • warlike action by a military force, including any action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or • insurrection, rebellion, revolution or usurped power, including any action by any governmental authority in hindering or defending against any of these; <p>regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any of the foregoing.</p>
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Workers' Compensation Or Similar Laws	<p>This insurance does not apply to any obligation of the insured under any workers' compensation, disability benefits or unemployment compensation law or any similar law.</p>
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Extended Reporting Period

When The Extended Reporting Period Applies	<p>We will provide an Extended Reporting Period, provided you purchase it from us, if:</p> <p>A. this insurance is canceled or not renewed; or</p> <p>B. we renew or replace this insurance with other insurance that:</p> <ol style="list-style-type: none"> 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.
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Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

How The Extended Reporting Period Applies

The Extended Reporting Period:

- A. applies only to claims that are both first made against any **insured** and reported to us in writing during such period, for damages for injury caused by a **wrongful act** that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.
- B. does not:
 - 1. extend the policy period or change the scope of coverage provided;
 - 2. reinstate or increase the Limits Of Insurance; or
 - 3. apply to any injury, **wrongful act**, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the Extended Reporting Period.
- C. may not be canceled once in effect.
- D. is available, only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the policy period and lasts no longer than three years.

Claims that are actually both first made and reported to us in writing during this Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase the Extended Reporting Period within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Extended Reporting Period begins.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Conditions

Arbitration

Any and all disputes or differences which may arise under, out of, in connection with or in relation to this policy, or to its existence, validity or termination, or to the determination of any amounts payable under this policy shall be referred for resolution by binding arbitration at Mumbai, in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996, as amended.

Arbitration shall be conducted as follows:

- a. All proceedings in any arbitration shall be conducted in English and a daily transcript in English of such proceedings shall be prepared.
- b. Within thirty (30) days after either we or you issue notice under this Arbitration condition, the parties shall each appoint an arbitrator. The two arbitrators shall appoint a third arbitrator who shall serve as the presiding arbitrator.
- c. The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- d. The arbitrators shall have the power to give injunctive relief and such other relief to the extent appropriate.
- e. The arbitrators shall have the power to award interest up to the date of payment of any monies due under the award. The arbitrators shall have no authority to award punitive or exemplary damages.
- f. The parties shall each bear their own costs associated with the arbitration and shall share equally in the costs of the arbitration proceedings and presiding arbitrator.
- g. When any dispute is under arbitration, except for the matters under dispute the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this policy.
- h. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such Court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

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 insurance and up to 3 years afterwards.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Conditions

(continued)

Cancellation

The first named **insured** may cancel this insurance 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. In the event of such cancellation we shall retain premium for the period that this policy has been in force calculated in accordance with the scale provided in the table below

We may cancel this insurance or any of its individual coverages at any time by sending to the first named **insured** a notice 60 days (10 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.

We shall have no obligation to give notice that the policy is due for renewal or renew this policy upon expiration or cancellation.

Period of Risk(Not exceeding)	Short Period Rate Table	
	Premium to be retained by us (% of the Annual Rate).	
1 week	10%	
1 month	25%	
2 months	35%	
3 months	50%	
4 months	60%	
6 months	75%	
8 months	85%	
Exceeding 8 months	Total Annual Premium	

Changes

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

Compliance By Insureds

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

Conformance

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Compliance With
Applicable Trade
Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conditions

(continued)

Currency

All premiums, limits, deductibles, retentions, **loss** and other amounts under this insurance contract are deemed to be expressed and payable in Indian Rupees currency. If judgment is rendered, settlement is denominated or another element of **loss** is expressed in currency other than Indian Rupees, then payment under this insurance shall be made in Indian Rupees at the mid rate of exchange published in the Asian Wall Street Journal (or, if it has ceased to be in publication, a similar business publication) on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of **loss** is due, respectively.

Duties In The Event
Of Wrongful Act,
Claim Or Suit

- A. As a condition precedent to our obligations under this insurance, there must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.
- B. You must see to it that we and any other insurers are notified as soon as practicable of any wrongful act that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **wrongful act** happened;
 2. the names and addresses of any injured persons and organisations and any witnesses; and
 3. the nature of any injury arising out of the **wrongful act**.
- Notice of a **wrongful act** is not notice of a claim.
- C. 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;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

- D. 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. authorise us to obtain records and other information;
 3. co-operate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defence against the **suit**;
 4. allow us all reasonable access to your premises, records and other information; and
 5. assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.
- E. No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.
- F. No **insured** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense without our prior written consent.

Conditions

(continued)

Duties In The Event
Of Wrongful Act,
Claim Or Suit
(Continued)

- G. Notice to us under this insurance shall be given in writing addressed to:
- Notice of Claim
Claim Department Manager
At the address of the Company shown in the Declarations
- All other Notices
Underwriting Manager
At the address of the Company shown in the Declarations

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

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Grievances

Any person who has a grievance against us, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Indian Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules, however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss or damage suffered by you as a direct consequence of the insured peril or Rs. 20 lakhs (Indian Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by us upon prior written request by you.

Inspections And Surveys

We have the right but are not obligated to:

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

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 organisation to provide for the health or safety of workers or the public. We also 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 organisations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged

Conditions

(continued)

Legal Action Against Us

No person or organisation has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue us to recover on an **agreed settlement** or on a final judgement against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

but we will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits Of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of **India**. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in the courts of **India**.

Notice Of Circumstances

- A. If, prior to the end of the policy period, you become aware of a circumstance that has resulted or could result in injury to which this insurance applies, a claim for damages for such injury will be deemed to have been made during the policy period, provided:
1. you see to it that we receive written notice of such circumstance as soon as practicable and during the policy period; and
 2. such claim is actually both first made against any **insured** and reported to us in writing before the later of the end of:
 - a. the policy period of this insurance;
 - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to you by us or by an affiliate of ours;
 - c. any extended reporting period exercised under the insurance described in subparagraph A.2.a. or A.2.b. above.

Notification must be in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Wrongful Act, Claim Or Suit.

Conditions (continued)



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Notice Of
Circumstances
(continued)

B. Coverage hereunder:

1. Applies only to claims that are both first made against any **insured** and reported to us in writing during the applicable period described in subparagraph A.2. above for damages for **financial injury** caused by a **wrongful act** that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.

2. does not:

a. extend the policy period or increase the scope of coverage provided;

b. reinstate or increase the Limits Of Insurance; or

c. apply to any:

i. injury, **wrongful act**, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or

ii. claim that is covered under any other insurance (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

B.

Conditions
(continued)



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Other Insurance

If other valid and collectible insurance or any bond is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Excess Insurance

This insurance is excess over any other insurance and any bond, whether primary, excess, contingent or on any other basis:

- provided to you by any person or organisation working under contract or agreement for you.
- under which you are included as an insured.
- that has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

This insurance is also excess over any insurance whose policy period begins or continues after the Extended Reporting Period begins.

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

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

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

Method of Sharing

If all of the other insurance and all bonds permit contribution by equal shares, we will follow this method also. Under this method each contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever comes first.

If any of the other insurance or any bonds do not permit contribution by equal shares, we will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limits to the total applicable limits of all.

Non Accumulation Of Limits Of Insurance

If this insurance contract is one of several insurance contracts issued by us or other member companies of the ERGO Group of Insurance Companies to you, and/or your subsidiary organisations, any claim or **suit** which could be covered under two or more insurance contracts will be subject to the limits of insurance under the insurance contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one insurance contract.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Conditions

(continued)

Premium

Premiums shown in the Premium Summary as a deposit premium shall be credited to the amount of the earned premium due at the end of the policy period. At the end of the policy period, or any part of the policy period which ends with the termination of the policy, the earned premium shall be calculated for such period and, upon notice to the named **insured**, shall become due and payable. If the total earned premium is less than the premium previously paid we will return to you the difference, provided that the adjusted premium is not less than the minimum premium indicated in the Premium Summary.

You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the policy period or during the policy period as we may request.

Representations

By accepting this insurance, you agree that:

- A. the representations and statements contained in any **application**:
1. are accurate and complete;
 2. were made to induce our reliance upon them;
 3. were made on behalf of all **insureds**;
 4. are material to our decision to provide coverage; and
 5. are considered as incorporated in and constituting part of this insurance.
- B. we have issued this insurance in reliance upon such representations and statements. In the event any **application** or any part thereof contains misrepresentations or fails to state facts which affect:
1. our acceptance of the risk;
 2. the risk assumed by us;
 3. the terms or conditions of the insurance we offered; or
 4. the premium we charged;
- we will not pay any damages, loss, cost or expense in connection therewith.
- C. this insurance shall be void:
1. if you have misrepresented or failed to disclose any material fact or circumstance whether fraudulently or otherwise; or
 2. in case of any fraud, attempted fraud or false swearing on your part concerning this insurance or its subject matter;
- whether before or after loss.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Separation Of Insureds	<p>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:</p> <ul style="list-style-type: none"> • as if each named insured were the only named insured; and • separately to each insured against whom claim is made or suit is brought.
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Conditions

(continued)

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.
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Transfer Of Rights And Duties	Your rights and duties under this insurance may not be transferred without our written consent
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Transfer Of Rights Of Recovery Against Others	The insured's rights to recover all or part of any payment made under this insurance 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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Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

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.
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Application	Application means any application for coverage and other information submitted to us by you or by any person or organisation on behalf of any insured or any other party to this insurance contract in applying for this insurance.
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Asbestos	Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.
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Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Claim Adjustment Expenses

Claim adjustment expenses:

A. means:

1. reasonable legal and paralegal fees and salaries (including those of lawyers and paralegals who are our **employees**).
2. Reasonable expenses relating to a **suit** to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
 - a. bail bonds; or
 - b. amounts that may be ordered to be deposited to:
 - i. appeal judgements; or
 - ii. release attachments;

but only for:

- amounts that may be ordered to be deposited in connection with a **suit** to which this insurance applies; and
- amounts that may be ordered to be deposited that fall within the available Limits Of Insurance.

We do not have to furnish or deposit these amounts that may be required to be deposited by the **insured**.

4. costs taxed against the **insured** in a **suit** to which this insurance applies.
5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organisation, regardless of whether such notice constitutes a claim or **suit**.
6. other reasonable expenses that we allocate to a specific claim or suit.

B. does not include:

1. a. any legal fees or litigation expenses; or
 - b. any other loss, cost or expense;
 in connection with any injunction or other equitable relief.
2. any fine or other penalty.
3. the salaries or expenses of our employees (other than those described in subparagraph A.1. above) or any salaries or expenses of any **insured's** employees or directors, members, **officers**, partners or workers (whether or not an employee).

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, members, **officers** or partners (whether or not an employee). **Officer** will be deemed to include an **officer's** designee.

Such injury, **wrongful act**, claim, **suit** or circumstance, as applicable, will be deemed known at the earliest time when any such person described above:

- A. reports all, or any part, of the injury, **wrongful act**, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, **wrongful act** or circumstance; or
- C. becomes aware:
 1. that the injury has occurred or has begun to occur;
 2. that the **wrongful act** has been committed or has begun; or
 3. of any actual, alleged or threatened injury, **wrongful act**, claim or **suit** in connection with the circumstance.

Financial Injury

Financial injury:

- A. means economic injury sustained by a person or organisation because their property, including software, data and other information that is in electronic form:
 1. cannot be used; or
 2. is less useful.
- B. includes only that part of economic injury, described in subparagraph A. above, which results from **your product** or **your service**, or a part or phase of **your product** or **your service**, that has been accepted.

Your product or **your service**, or a part or phase of **your product** or **your service**, will be deemed accepted only when and only to the extent that such product or service (or such part or phase) has been accepted pursuant to the acceptance criteria in effect at the time of acceptance.

But, in no event will such:

- product be deemed accepted unless and until possession of the product has been relinquished to perform the function or serve the purpose intended.
- service be deemed accepted unless and until the service has begun.

India

India means the Republic of India.

Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Information And
Network Technology
Product

Information and network technology product means:

- A. communication, computer, electronic, Internet, information, network or website:
1. equipment or parts; or
 2. programs or systems; and
- B. software, data or other information that is in electronic form.

Information And
Network Technology
Service

Information and network technology service means analysis, design, integration, management, maintenance, processing, programming, repair or support services in connection with an **information and network technology product**.

Insured

Insured means a person or an organisation qualifying as an **insured** in the Who Is An Insured section of this insurance contract.

Insured Contract

Insured contract means a contract or agreement pertaining to your business in which you assume the liability of another person or organisation for **financial injury** sustained by a third person or organisation, that is caused by a **wrongful act**, to which this insurance applies, committed by you or on your behalf.

Intellectual Property
Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent, design right or trademark (including collective or service marks);
- right to, or judicial or statutory law recognising an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognising an interest in, any expression, idea, likeness, name, slogan, style of doing business, design, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Loss

Loss:

A. means:

1. damages that the **insured** becomes legally obligated to pay; and
2. **claim adjustment expenses** related to a claim or **suit**, to which this insurance applies, that seeks such damages

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Loss

(Continued)

B. does not include any:

1. consideration owed or paid to any **insured** in connection with **your product** or **your service**, including any restitution or return of any charges or fees;
2. damages, loss, cost or expense to perform any obligation assumed by or on behalf of any **insured**; or
3. other damages, loss, cost or expense incurred, or agreed to, by or on behalf of any **insured**, except in an **agreed settlement**.

Officer

Officer means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, odours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Wrongful Act

Wrongful act:

- means an error, unintentional omission or negligent act.
- includes all related **wrongful acts** and all series of continuous, repeated or related **wrongful acts**.



Information And Network Technology Errors Or Omissions Liability Insurance Claims-Made And Reported

Definitions (continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Product

Your product:

A. means any:

1. goods or products, including **information and network technology products**, created, developed, installed, leased or licensed (to others) or otherwise manufactured, sold, handled or distributed by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organisation whose assets or business you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with:
 - a. such goods or products; or
 - b. **your service**.

B. includes:

1. representations or warranties made with respect to the fitness, performance, quality or use of **your product**;
2. the providing of or failure to provide instructions or warnings in connection with **your product**; and
3. **your service** performed in connection with **your product**.

Your Service

Your service:

A. means **information and network technology services** performed by you or on your behalf (including related consulting, staffing, training and other support services).

B. includes:

1. representations or warranties made with respect to the fitness, performance, quality or use of **your service**; and
2. the providing of or failure to provide instructions or warnings in connection with **your service**.

STATUTORY NOTICE : INSURANCE IS THE SUBJECT OF THE SOLICITATION

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Deductible	<p>The following provision is added.</p> <p>This insurance applies only to that part of loss which exceeds the amount of the Deductible shown in the Schedule.</p> <p>The insureds are obligated to pay the amounts of loss, to which this insurance would otherwise apply, up to the amounts of such Deductible. The insureds are required to pay the amounts of the Deductible, as incurred.</p> <p>The Deductible applies 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.</p> <p>The Deductible applies separately to the sum of loss for financial injury arising out of each wrongful act.</p> <p>The terms and conditions of this insurance, including those with respect to:</p> <ul style="list-style-type: none"> • our right to defend the insured; and • the insureds' duties in the event of wrongful act, claim or suit; <p>continue to apply, regardless of the application of any Deductible.</p> <p>We may, at our discretion, pay any part of the Deductible to effect any settlement and, upon notification of such action taken, the first named insured shown in the Declarations shall promptly reimburse us in full for the amount of any Deductible and reasonable related costs and expenses paid by us. Failure to promptly reimburse us shall be deemed a request by the first named insured to cancel this insurance as of the date such reimbursement is due.</p> <p>The Deductible shall be applied to the amount of loss before the application of any Co-Payment Percent, as described in the Co-Payment section of this insurance contract.</p> <p>The Deductible will not reduce the Limits Of Insurance.</p>
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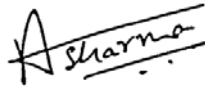
Schedule

Deductible:

Rs.1,650,000 for each and every claim for India.

Rs.5,500,000 for each and every claim for ROW.

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

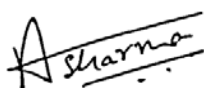
Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Supplementary Expenses within Limits of Insurance	<p>Under Limits Of Insurance, the following provision is amended</p> <p>Payments That Reduce The Limits of Insurance is deleted and replaced with the following :</p> <p>Any loss (including claim adjustment expenses) we pay will reduce the Limits of Insurance.</p> <p>Payments we make under Supplementary Payments sections of this insurance contract will reduce the Limits of Insurance.</p>
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All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Endorsement:

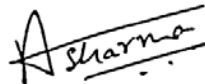
Breach of Privacy / Confidentiality

Notwithstanding **Exclusions: Personal Or Reputational Injuries**, Coverage shall extend to **Financial injury** caused by a **wrongful act** alleging the loss or misuse of confidential information or breach of privacy of any customer of an **Insured** anywhere in the **Coverage Territory**

The limit of liability for this coverage is sub limited to Rs. 550,000,000 in the aggregate. These limits are sub limits which are part of and not in addition to the AGGREGATE LIMIT of the Policy. They further reduce, and do not increase the AGGREGATE LIMIT set forth in schedule of the Policy.

Subject otherwise to the terms, conditions and exclusions of this Policy

All other terms and conditions remain unchanged.



Authorized Representative

Liability Insurance

Breach of Privacy / Confidentiality

Form

Endorsement

HDFC ERGO General Insurance Company Limited. IRDAI Reg No. 146
CIN: U66030MH2007PLC177117. Registered & Corporate Office: 1st Floor, HDFC House,
165/166 Backbay Reclamation, H.T.Parekh Marg, Churchgate, Mumbai - 400 020.

UIN : IRDAN125RP0001V01201011 Customer Service Address: D 301, 3rd Floor,
Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078.
Customer Service No : +91 22-62346234/+91-120 6234 6234 | www.hdfcergo.com

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Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

Coverage	Under Coverage, the following is added.
Loss of Documents Coverage	Subject to all of the terms and conditions of this insurance, we will also indemnify you for any Claim made in connection with your business and notified to us during the policy period for loss of or damage to documents, including data on disks, of others whilst in your custody or any person to whom you entrusted them or anywhere in transit in respect of:

- a) all damages which you are legally liable to pay resulting from such loss or damage;
- b) all reasonable costs and expenses incurred by you in replacing or restoring such documents subject to a maximum of limit shown in the schedule below during the Policy Period;

Provided that in connection with this coverage:

- i) we will not be liable
 - a) in respect of loss or damage to documents outside the territory stated in the schedule
 - b) in respect of **Claims** arising from wear and tear, gradual deterioration, moth and vermin
 - c) for the deductible any one **Claim** shown in the schedule.
- ii) the deductible will not apply to the costs and expenses referred to above
- iii) the **Claim** for costs and expenses is supported by bills and accounts which will be approved by a competent person to be nominated by us with your consent.

Limits Of Insurance

Loss of Documents Sub Limit	The Loss of Documents Sub Limit shown in the Schedule is the most we will pay for the sum of all claim(s) for damages and cost and expenses
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Payments That Reduce
The Limits Of Insurance

Any **claim** (including costs and expenses) we pay under this coverage will reduce the Aggregate Limits Of Insurance shown in the Declaration to the policy.

Definitions

Only with respects to loss of documents coverage, the following definition is added.

Claim(s) meaning:

a judgment, arbitration award or any demand for money.

Schedule:

Loss of Documents Sub Limit: Rs. 110,000,000.00 in the aggregate for any one Policy Period.

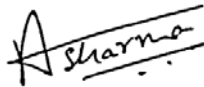
Territory: Worldwide

Deductible:

Rs.1,650,000 for each and every claim for India.

Rs. 5,500,000 for each and every claim for ROW

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Dishonesty Coverage We will pay **loss** on behalf of the **insured**, who is not the actual perpetrator, by reason of liability imposed by law for **financial injury**, because of any dishonest and fraudulent conduct committed by any employee while performing duties related to the conduct of **your services**

This coverage does not apply to **financial injury** arising out of any dishonest, criminal, fraudulent or malicious conduct committed by or with the consent or knowledge of the **insured** except the actual perpetrator.

Limits Of Insurance

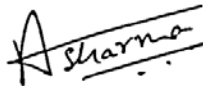
Dishonesty Coverage Sub Limit The Dishonesty extension sub Limit shown in the schedule below is the most we will pay for the sum of all claim or **suit**

Payments That Reduce The Limits Of Insurance Any amount we pay under this coverage will reduce the Aggregate Limits Of Insurance shown in the Declaration to the policy.

Schedule:

Dishonesty coverage Limit of Insurance: Rs. 550,000,000.00 in the aggregate for any one Policy Period.

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

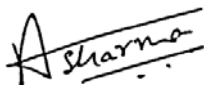
Court Attendance

The following Condition is added in the policy.

For any person describe in (i) and (ii) below who actually attends court as a witness in connection with a **claim** notified under and covered by this policy, **Defence costs** will included the following rates per day for each day on which attendance in court has been required.

i) for per person	Rs.55,000.00
ii) Aggregate	Rs.11,000,000.00

All other terms and conditions remain unchanged.



Authorized Representative



HDFC ERGO General Insurance

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

DEFAMATION ENDORSEMENT

It is hereby agreed and understood that **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** for libel or slander committed unintentionally by an **Insured**.

All other terms and conditions of this policy remain unchanged

Authorized Representative



Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Subsidiary Or Newly Acquired Or Formed Organisation

Under Who is an Insured , Subsidiary Or Newly Acquired Or Formed Organisation , is deleted in it's entirety and replaced with the below :

If there is no other insurance available, the following organisations will qualify as named **insureds**:

A. A subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of **loss**, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.

B. A subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of **loss** such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.

However, if such acquired or created organisation:

(a) has total consolidated revenues of more than twenty percent (25%) of the total consolidated revenues of the **Insured**, as reflected in the most recent audited, consolidated financial statements of such organisation and the Organisation and, in the case of such acquisition, the acquired organisation;

the **Insured** shall give written notice of such acquisition or creation to the Company as soon as practicable, together with such information as the Company may require, and shall pay any reasonable additional premium required by the Company. Coverage for any such acquired organisation or new Subsidiary and the Insured Persons in relation thereto shall be subject to such additional or different limitations, conditions, provisions or other terms as the Company, in its sole discretion, may require

It is further noted, that unless we agree to extend coverage (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), under this provision is afforded only for **financial injury** caused by a **wrongful act** where all or part of such acts occurred after such acquisition or creation unless the Company agrees, after presentation of a complete Proposal and all appropriate information, to provide coverage by endorsement for Wrongful Acts occurring prior to such acquisition or creation.

Subject otherwise to the terms, conditions and exclusions of this Policy.



Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

INTELLECTUAL PROPERTY INFRINGEMENT INJURY AND REPUTATIONAL INJURY LIABILITY INSURANCE

IMPORTANT NOTICE

We have added Intellectual Property Infringement Injury and Reputational Injury Liability Insurance coverage to this policy.

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this insurance contract: Coverage; Investigation, Defence And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Extended Reporting Period; Conditions; and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this insurance contract the words “you” and “your” refer to the named **Insured** shown in the Declarations and other persons or organisations qualifying as a named **insured** under this insurance contract. The words “we.” “us” and “our” refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organisations may qualify as **insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance contract.

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

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS THAT ARE BOTH FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD.

CLAIM ADJUSTMENT EXPENSES, INCLUDING LEGAL FEES AND INVESTIGATION COSTS OR EXPENSES, WILL REDUCE THE LIMITS OF INSURANCE.

**Coverage
Intellectual Property
Infringement Injury And
Reputational Injury
Liability Coverage**

Under Coverage, the following is added.

Subject to all of the terms and conditions of this insurance, we will pay **loss** by reason of liability imposed by law for **intellectual property infringement injury** or **reputational injury** to which this coverage applies.

This coverage applies if:

1. such offense was first committed after the Retroactive Date shown in the Declarations or before the end of the policy period; and
2. a claim by a person or organisation for damages for such **loss** is both first made against any **insured** and reported to us in writing:
 - a. during:
 - i. the policy period; or
 - ii. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this insurance contract; or
 - b. in accordance with the provisions of the condition titled Notice Of Circumstances.

The amount we will pay for **loss** under this insurance is subject to:

- allocation as described in the Allocation section of this contract;
- the deductible shown in the Declarations; and
- the Coinsurance Percent shown in the Declarations;
- the Limits Of Insurance as described in the Limits Of Insurance section of this contract.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided in the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provision titled Investigation, Defence And Settlements is deleted and replaced with the following.



HDFC ERGO General Insurance

Investigation, Defence And Settlements

Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the **insured**. We may, at our discretion, require you to defend the **insured**. If we require you to defend the **insured**, then you must select and retain the lawyer to represent the **insured**:

- from a list of lawyers supplied to you by us; or
- with our prior written consent.

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

Investigation, Defence and Settlements (continued)

If a **suit** is brought, we will pay reasonable lawyer fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend:

- the **insured**; and
- if applicable, the party indemnified by the **insured**, provided the obligation to defend, or the cost of the defence of, such party has been assumed by such **insured** in an **insured contract**.

We may, at our discretion, investigate any claim or **suit** and make any settlement, regardless of whether any claim has been made or any **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.



Allocation

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following provision is added.

If a claim or **suit** to which this insurance applies includes both **loss** to which this insurance applies and **loss** not covered by this insurance, because such claim or **suit**:

- includes both covered and uncovered allegations or facts; or
- is made or brought against both an **insured** and others;

the **insureds** and we will use our best efforts to agree upon fair and proper allocation between the covered part and the uncovered part of **loss**.

If the **insureds** and we agree on an allocation of **loss**:

- we will pay only the part of **loss** so allocated to the covered part of the claim or **suit**; and
- you are required to pay the remainder, as incurred.

If the **insureds** and we cannot agree on an allocation:

- we will advance only eighty (80) percent of such **loss**; and
- you are required to advance the remainder, as incurred;

until a different allocation is arbitrated, judicially determined or negotiated.

Your failure to promptly pay any part of **loss** you are required to pay, as described above, shall be deemed a request by the first named **insured** to cancel this insurance as of the date such payment is due.

The provision titled Coverage Territory is deleted and replaced with the following.

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in **India** or in a settlement to which we agree.
- does not apply to any damages, loss, cost or expense in connection with any **suit** brought outside of **India**

Who Is An Insured

Under Who Is Insured and only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provisions titled Subsidiary Or Newly Acquired Or Formed Organizations and Limitations On Who Is An Insured are deleted and replaced with the following.



HDFC ERGO General Insurance

Subsidiary Or Newly Acquired Or Formed Organisations

If there is no other insurance available, the following organisations will qualify as named **insureds**:

- A. an **India** incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation.
- B. an **India** incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for **intellectual property infringement injury** or **reputational injury** first committed later than:
 1. 30 days after such acquisition or formation is executed; or
 2. the end of the policy period;whichever comes first.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a named **insured** in the Declarations.
- B. No person or organisation is an **insured** with respect to the:
 1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organisation whose assets, business or organisation you acquire, either directly or indirectly, for any **intellectual property infringement injury** or **reputational injury** arising out of an offense first committed, in whole or in part, before such acquisition is executed.
- C. No person or organisation is an **insured** with respect to the:
 1. ownership, maintenance or use of any assets you acquire;
 2. conduct of any person or organisation whose assets, business or organisation you acquire; or
 3. conduct of any organisation you form during the policy period, either directly or indirectly, for any **intellectual property infringement injury** or **reputational injury** arising out of any offense first committed later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;



Limitations On Who Is An Insured
(continued)

whichever comes first, unless:

- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
- we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
- you accept such terms and conditions and pays such premiums promptly when due.

- D. No person or organisation is an **insured** with respect to the conduct of any organisation:
1. that is incorporated or registered outside **India**; or
 2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside **India**.

Limits Of Insurance

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the section titled Limits Of Insurance is deleted and replaced with the following.

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

- **insured's**;
- claims made or **suits** brought; or
- persons or organisations 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.

Aggregate Limit

The Aggregate Limit is the most we will pay for the sum of all **loss** for **intellectual property infringement injury** and **reputational injury**.

Payments That Reduce The Limits Of Insurance

Any **loss** (including **claim adjustment expenses**) we pay will reduce the Limits Of Insurance.

Payments we make under the Supplementary Payments section of this insurance contract will not reduce the Limits Of Insurance.



Exclusions The Asbestos, Employment Practices, Enhancement, Maintenance Or Prevention Expenses, Financial Impairment Of Insureds, Multiplied Or Punitive Damages, Or Penalties, Nuclear Energy, Pollution and Workers Compensation Or similar Laws exclusions apply to Intellectual Property Infringement Injury and Reputational Injury.

Additional Exclusions Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following exclusions are added.

Breach Of Contract This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of breach of contract.

Continuing Offenses This insurance does not apply to **intellectual property infringement injury** or **reputational injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 1. is issued to you by us or by an affiliate of ours;
 2. remains in force while the offense continues; and
 3. would otherwise apply to **intellectual property infringement injury** and **reputational injury**.

Contracts This insurance does not apply to **intellectual property infringement injury** or **reputational injury** for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to:

- the liability for **loss** that such **insured** would have in the absence of such contract or agreement.
- liability of a licensee assumed by the **insured** under a written contract with such licensee resulting from the use (specified in such contract) of **insured's** intellectual property by the licensee.

Crime Or Fraud This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.



HDFC ERGO General Insurance

Expected Or Intended Injury	<p>This insurance does not apply to intellectual property infringement injury or reputational injury arising out of an offense, committed by or on behalf of the insured, that:</p> <ul style="list-style-type: none">• is intended by such insured; or• would be expected from the standpoint of a reasonable person in the circumstances of such insured; <p>to cause injury.</p>
Failure To Conform To Representations Or Warranties	<p>This insurance does not apply to intellectual property infringement injury or reputational injury arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.</p>
Governmental Claims Or Proceedings	<p>This insurance does not apply to any loss, cost or expense arising out of any claim or proceeding made by or on behalf of any governmental authority.</p> <p>This exclusion does not apply to:</p> <ul style="list-style-type: none">• the liability for loss that the insured would have in the absence of such claim or proceeding; or• such a claim that is made expressly on behalf of another person or organization, that is not a governmental authority.
Patents Or Trade Secrets	<p>This insurance does not apply to any actual or alleged intellectual property infringement injury or reputational injury arising out of, giving rise to or in any way related to any actual or alleged:</p> <ul style="list-style-type: none">• assertion; or• infringement or violation; <p>by any person or organization (including any insured) of any:</p> <ul style="list-style-type: none">• patent; or• right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information. <p>This exclusion applies regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.</p>
Prior Offenses	<p>This insurance does not apply to intellectual property infringement injury copyright or reputational injury arising out of any offense first committed before the beginning of the policy period.</p>



HDFC ERGO General Insurance

Publications With Knowledge Of Falsity

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

Third Party Content Providers

This insurance does not apply to any **intellectual property infringement injury** or **reputational injury** sustained by any person or organization that:

- A. creates, designs, develops or provides any content, material or service for any **insured**; or
- B. is an assign or heir of any person or organization described in subparagraph A. above;

if such injury arises out of such content, material or service.

This exclusion applies regardless of whether any such content, material or service was jointly created, designed, developed or provided by any **insured**.

Wrong Description Of Prices

This insurance does not apply to **intellectual property infringement injury** or **reputational injury** arising out of the wrong description of the price of goods, products or services.

Amended Exclusions

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following exclusions titled Bodily Injury, Intellectual Property Laws or Rights, and Maintenance Or Licenses are deleted and replaced with the following.

Bodily Injury

This insurance does not apply to any physical:

- injury;
- sickness; or
- disease;

sustained by any person, including any resulting death, humiliation, mental anguish, mental injury or shock at any time.



HDFC ERGO General Insurance

Damage To Property This insurance does not apply to any actual or alleged damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened:

1. physical injury; or
2. because tangible property cannot be used or is less useful, in connection with any physical injury;

to any tangible property, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged damages, loss, cost or expense in the absence of any such actual, alleged or threatened injury or damage.

Maintenance Of Contracts Or Licenses This insurance does not apply to **loss** arising out of any actual, alleged or threatened:

- failure to effect, maintain, procure or secure; or
- cancellation, lapse, modification, nonrenewal, revocation, suspension or other impairment of;

in whole or in part at any time any bond, insurance, lease, license, order, permit or other contract or agreement that any **insured** is obligated to maintain, procure or secure.

Recall Of Content, Material Or Other Property Or Services This insurance does not apply to any loss, cost or expense incurred by you or others for the withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of any:

- content, material or other property; or
- service.

Extended Reporting Period Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provision titled How the Extended Reporting Period Applies is deleted and replaced with the following. .



HDFC ERGO General Insurance

How The Extended Reporting Period Applies

The Extended Reporting Period:

- A. applies only to claims that are both first made against any **insured** and reported to us in writing during such period, for damages for injury caused by an offense that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.
- B. does not:
 - 1. extend the policy period or change the scope of coverage provided;
 - 2. reinstate or increase the Limits Of Insurance; or
 - 3. apply to any offense, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the Extended Reporting Period.
- C. may not be canceled once in effect.
- D. is available, only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the policy period and lasts no longer than three years.

Claims that are actually both first made and reported to us in writing during this Extended Reporting Period will be deemed to have been made during the policy period.

You must give us a written request to purchase the Extended Reporting Period within 30 days after the end of the policy period. The Extended Reporting Period will not go into effect unless the you pay the additional premium promptly when due.

We will determine the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Extended Reporting Period begins.

Conditions

Under Conditions and only with respects to Intellectual Property Infringement Injury and Reputational Injury, the provisions titled Duties In The Event Of Wrongful Act, Claim Or Suit and Notice of Circumstance are deleted and replaced with the following.

Duties In The Event Of Offense, Claim Or Suit

- A. There must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.

B. You must see to it that we and any other insurers are notified as soon as practicable of any offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:

1. how, when and where the offense happened;
2. the names and addresses of any injured persons and organisations and any witnesses; and
3. the nature of any injury arising out of the offense.

Notice of a offense is not notice of a claim.

C. 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;
2. notify us and other insurers as soon as practicable; and
3. see to it that we receive written notice of the claim or **suit** as soon as practicable.

D. 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. authorise us to obtain records and other information;
3. co-operate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defence against the **suit**;
4. allow us all reasonable access to your premises, records and other information; and
5. assist us, upon the request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.

E. No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.

F. No **insured** will, except at that **insured**'s own cost, make any payment, assume any obligation or incur any expense without our prior written consent.

G. Notice to us under this insurance shall be given in writing addressed to:

Notice of Claim

Claim Department Manager

HDFC Chubb General Insurance Company Limited

At the address of the Company shown in the Declarations

All other Notices

Underwriting Manager

HDFC Chubb General Insurance Company Limited

At the address of the Company shown in the Declarations

Notice Of
Circumstances

- A. If, prior to the end of the policy period, you become aware of a circumstance that has resulted or could result in injury to which this insurance applies, a claim for damages for such injury will be deemed to have been made during the policy period, provided:
1. you see to it that we receive written notice of such circumstance as soon as practicable and during the policy period; and
 2. such claim is actually both first made against any **insured** and reported to us in writing before the later of the end of:
 - a. the policy period of this insurance;
 - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to you by us or by an affiliate of ours;
 - c. any extended reporting period exercised under the insurance described in subparagraph A.2.a. or A.2.b. above.

Notification must be in accordance with paragraphs A. and B. of the condition titled Duties In The Event Of Offense, Claim Or Suit.

- B. Coverage hereunder:
1. applies only to claims that are both first made against any **insured** and reported to us in writing during the applicable period described in subparagraph A.2. above for damages for **loss** caused by an offense that was not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.
 2. does not:
 - a. extend the policy period or increase the scope of coverage provided;
 - b. reinstate or increase the Limits Of Insurance; or
 - c. apply to any:
 - i. offense, claim, **suit** or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the policy period; or
 - ii. claim that is covered under any other insurance (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.



Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

THE AGREED SETTLEMENT, ASBESTOS, CLAIM ADJUSTMENT EXPENSES, EMPLOYEE, INSURED, INTELLECTUAL PROPERTY RIGHTS OR LAWS, LEASED WORKER, NUCLEAR MATERIAL, OFFICER AND SUIT DEFINITIONS APPLY TO INTELLECTUAL PROPERTY INFRINGEMENT INJURY AND REPUTATIONAL INJURY.

Additional Definitions

Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following definitions are added.

Intellectual Property Infringement Injury

Intellectual property infringement injury:

A. means injury, other than **reputational injury**, sustained by a person or organization and caused by an offense of infringing upon their:

1. collective mark, service mark or other trademarked name, slogan, symbol or title;
2. copyright including;
 - software or its source content or material;
 - other computer code or its source content or material; or
 - other expression, method or process designed to control or facilitate any operation or other use of any computer or other automated system.
3. right recognized by statute to a specific product design;
4. name of their:
 - a. goods, products or services;
 - b. organization; or
 - c. Title of their artistic or literary works; or
5. slogan pertaining to their goods, products or services

Reputational Injury

Reputational injury means injury, other than **intellectual property infringement injury**, caused by an offense of electronic, oral, written or other publication of material on the Internet or in any other medium that:

- A. disparages a person's or organization's goods, products or services;
- B. libels or slanders a person or organization; or
- C. violates a person's right of:
 1. privacy; or
 2. publicity.



HDFC ERGO General Insurance

Amended Definitions Only with respects to Intellectual Property Infringement Injury and Reputational Injury, the following definition is added.

Loss

Loss:

A. means:

1. damages that the **insured** becomes legally obligated to pay.
2. **claim adjustment expenses** with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend, that seeks
 - a) damages or
 - b) injunctive relief

All other terms and conditions remain unchanged.

Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms: Coverage

Endorsement- Legal Representation Expenses

It is hereby agreed and understood that we will pay reasonable **Legal Representation Expenses** incurred after the retroactive date and during the policy period, up to the amount of the limit of liability as mentioned below.

For the purpose of this endorsement, below mentioned endorsements are added to the policy.

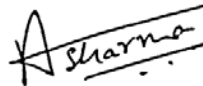
Legal Representation Expenses means reasonable **Defence costs** which an Insured Person incurs on account of any **Formal Inquiry** initiated during the policy period.

Formal Inquiry means an official investigation, official examination or official inquiry, in relation to the business or activities of the **Insured** or the conduct of an **Insured**, arising from the **Wrongful Act** occurring after retroactive date, for which the notice or process compelling attendance or provision of information or documents by an **Insured** is first served during the Policy Period.

Legal Representation Expenses: sub limited to Rs. 55,000,000 in aggregate.

The sub-limit mentioned above are part of and not in addition to the Limit of Liability mentioned in the schedule.

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
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Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

Endorsement - Amended Definition of Loss to include Civil Fines and Penalties, wherever insurable by law

It is agreed that **Definitions: Loss**, is amended by deleting it in its entirety and replacing it with the following:

A. means:

1. damages that the **insured** becomes legally obligated to pay; and
2. **claim adjustment expenses** related to a claim or **suit**, to which this insurance applies, that seeks such damages
3. **Legal Representation Expenses**;
4. civil fines or penalties imposed, wherever insurable by law. However this shall not include punitive and exemplary Damages

B. Loss does not include:

(i) any amount for which an **Insured** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured** by **us**, or order or determination of a tribunal or court;

(ii) fines or penalties imposed by law other than civil fines and penalties pursuant to paragraphs (A sub point 4) above.

iii. consideration owed or paid to any **insured** in connection with **your product** or **your service**, including any restitution or return of any charges or fees

iv. damages, loss, cost or expense to perform any obligation assumed by or on behalf of any **insured**; or

v other damages, loss, cost or expense incurred, or agreed to, by or on behalf of any **insured**, except in an **agreed settlement**.

Sub Limited to Rs 55,000,000

Subject otherwise to the terms, conditions and exclusions of this Policy .

All other terms and conditions remain unchanged.

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
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Endorsement - Coverage Territory And Jurisdiction Amended

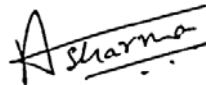
It is hereby noted and agreed, that **Coverage Territory** of the policy is deleted in its entirety and replaced as below;

Subject to all of the terms and conditions of this insurance, this insurance:

- applies only to financial injury caused by a wrongful act committed in Worldwide
- applies to any damages, loss, cost or expense in connection with any suit brought in Worldwide

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with and governed by the laws of the Republic of India.

All other terms and conditions remain unaltered.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
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Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

The following provision is added to this policy.

Additional Insured - Designated Person Or Organisation

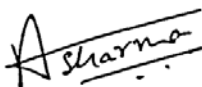
The interest of Person(s) or Organisation(s) shown in the Schedule is noted on the policy, but only to the extent required by written contract with the Named **Insured** and only

1. in respect of their liability arising out **wrongful act** of the Named **Insured** resulting from the distribution or sale of **your product** and
2. only for the coverage and Limits of Insurance as provided by this Insurance and
3. only if this insurance applies to such product.

Schedule

Designated Person(s) Or Organisation(s): on review of contract

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

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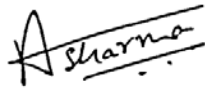
This Endorsement applies to the following forms:

Conditions - Transfer Of Rights Of Recovery Against Others

Its is hereby agreed and understood that under Conditions Transfer Of Rights And Duties clause of the policy is deleted in its entirety and replaced by below

- | | |
|----|--|
| A. | We will waive the right of recovery we would otherwise have had against the person or organisation shown in the Schedule, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organisation in a contract or agreement that is executed before such loss. |
| B. | Other than as described in paragraph A. above, the insured's rights to recover all or part of any payment made under this insurance 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. |

subject to review and evidence of written contract



All other terms and conditions remain unchanged.

Information and Network Technology Errors or Omissions Liability Insurance

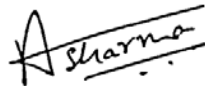
Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
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Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
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Date Issued	31 March 2023

This Endorsement applies to the following forms:

Under Exclusions, the exclusions titled Delay In Delivery Of Or Failure To Deliver Your Product and Delay In Performance Of Or Failure To Begin Your Service are deleted.

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

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Date Issued	31 March 2023

It is hereby understood and agreed that Condition Extended Reporting Period is deleted in its entirety and replaced with the following

When The Extended Reporting Period Applies

We will provide an Extended Reporting Period, provided you purchase it from us, 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 The Extended Reporting Period Applies

The Extended Reporting Period:

- A. applies only to claims that are both first made against any insured and reported to us in writing during such period, for damages for injury caused by a wrongful act that was
- B. not first committed before the Retroactive Date shown in the Declarations or after the end of the policy period.

does not:

1. extend the policy period or change the scope of coverage provided;
2. reinstate or increase the Limits Of Insurance; or
3. apply to any injury, wrongful act, claim, suit or other circumstance reported, in whole or in part, to us or any other insurer before the beginning of the Extended Reporting Period.

- C. may not be canceled once in effect.

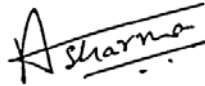
D. is available, only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, this period begins with the end of the policy period and lasts no longer than three years.

Claims that are actually both first made and reported to us in writing during this Extended Reporting Period will be deemed to have been made during the policy period. You must give us a written request to purchase the Extended Reporting Period within 90 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. The additional premium will not exceed 200 percent of the annual premium for this insurance.

The Extended Reporting Period Endorsement will set forth the terms and conditions, not inconsistent with this section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded is excess over any other insurance in force after the Extended Reporting Period begins.

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

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This Endorsement applies to the following forms:

Exclusions

Under Exclusions, the exclusion titled Security Breach Or Unauthorised Access is deleted and replaced by the following.

Security Breach Or Unauthorised Access

- A. This insurance does not apply to any actual or alleged **financial injury** arising out of or in any way related to any actual, alleged or threatened security breach of, unauthorised access to or unauthorised use of:
1. **your product;**
 2. any property containing or incorporating **your product;**
 3. any property on which **your service** is or was performed;
 4. any **information and network technology product.**

Exclusions

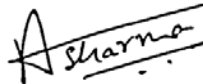
Security Breach Or
Unauthorised Access
(continued)

by any person or organisation (including any **insured**), regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury in the absence of any such actual, alleged or threatened breach, access or use.

- B. Paragraph A. above does not apply to **financial injury**, sustained by others, resulting from the loss of use of:
 - 1. **your product**;
 - 2. property containing or incorporating **your product**; or
 - 3. property on which **your service** was performed;in connection with the ownership, maintenance or use of **your product** or **your service**.
- C. Notwithstanding paragraph B. above, this insurance does not apply to any actual or alleged injury arising out of or in any way related to any actual, alleged or threatened breach, access or use described in paragraph A. above, committed by or on behalf of the **insured**.

Sub limited to Rs. 550,000,000.00

All other terms and conditions remain unchanged.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

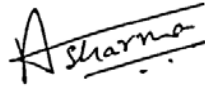
Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

AVIONICS EXCLUSION

It is hereby agreed and understood that coverage under this Insurance does not apply to Damages or Claims Expenses in connection with or resulting from any Claim based on, arising from, attributable to or in any way connected directly or indirectly with electronic systems (including both software and hardware components) used on aircrafts or spacecrafts.



Authorized Representative

Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

INFECTIOUS DISEASE / COVID-19 EXCLUSION

Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – : Any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not); or Coronavirus (COVID-19) including any mutation or variation thereof; or Pandemic or epidemic, as declared as such by the World Health Organization

Subject otherwise to the terms, conditions and exclusions of this Policy.

All other terms and conditions remain unchanged.



Authorized Representative

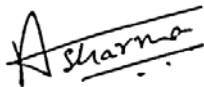
Information and Network Technology Errors or Omissions Liability Insurance

Endorsement

Policy Period	From: 29 March 2023 To: 28 March 2024
Effective Date	29 March 2023
Policy Number	3139203350182003000
Insured	CDN SOFTWARE SOLUTIONS PRIVATE LIMITED
Name of Company	HDFC ERGO General Insurance Company Limited
Date Issued	31 March 2023

This Endorsement applies to the following forms:

<i>War and Civil War Exclusion Clause NMA 464</i>	<p>Notwithstanding anything to the contrary contained herein this policy doesn't cover loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.</p> <p>Subject to the terms and conditions of this policy.</p> <p>All other terms and conditions remain unchanged.</p>
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Authorized Representative



Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre : 022-62346234/ 0120-62346234
- Emails – care@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our Redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

The Complaint & Grievance Cell ,
HDFC ERGO General Insurance Company Ltd.
Customer Happiness Center,
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West). MUMBAI - 400078
State : Maharashtra, City : Mumbai
Pincode : 400078
Email: grievance@hdfcergo.com

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address

The Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
Customer Happiness Center,
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West). MUMBAI - 400078
State : Maharashtra, City : Mumbai
Pincode : 400078
E Mail: cgo@hdfcergo.com

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document



Names of Ombudsman and Addresses of Ombudsmen Centers	
Office Details	Jurisdiction of Office (Union Territory, District)
<p>AHMEDABAD - The Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU - The Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka</p>
<p>BHOPAL- The Ombudsman Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - The Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa</p>
<p>CHANDIGARH- The Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.</p>
<p>CHENNAI - The Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>DELHI - The Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.</p>	<p>Delhi and following Districts of Haryana viz. Gurugram, Faridabad, Sonapat and Bahudurgarh</p>



<p>Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	
<p>GUWAHATI- The Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD- The Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana and Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR- The Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan</p>
<p>ERNAKULAM - The Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry</p>
<p>KOLKATA - The Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim Andaman & Nicobar Islands.</p>
<p>LUCKNOW - The Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331` Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI- The Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe,</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>



<p>S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in</p>	
<p>NOIDA - The Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301. Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - The Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - The Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>