

INTELLECTUAL PROPERTY INFRINGEMENT DEFENSE EXPENSE SUBLIMIT

It is understood and agreed that the following changes are made to the Policy:

1. The following is added to Section I.B Liability Expense:

The **Insurer** will also pay on behalf of the **Insured**, subject to the Property Infringement Sublimit below, the **Defense Expenses** resulting directly from a **Property Infringement Claim** against an **Insured** first made and reported to the Insurer during the **Policy Period** of Extended Reporting Period (if applicable).

2. There will be no deductible with respect to coverage provided by this endorsement.
3. The Property Infringement Sublimit is \$ _____ which is part of and not in addition to the **Liability Expense** Limit set forth in Item 3.b. of the Declarations
4. The **Insured** must provide the **Insurer** with the same assistance and cooperation in connection with this endorsement as is otherwise required in Section V.D Proof of Loss of the Policy.
5. Paragraph I of Section IV. Exclusions does not apply to coverage under this Endorsement.
6. The **Insured** will provide written notice to the **Insurer** in connection with this endorsement as is otherwise required in connection with **Claims** under Section V. C Notice of the Policy
7. The following definition is added to Section III. Definitions:

Property infringement Claim means a **Claim** alleging a patent or trade secret violation, including any actual or alleged violation of the Patent Act, the Economic Espionage Act of 1996 or the Uniform Trade Secrets Act and their amendments.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.