



# Technology E&O Questionnaire

Company Name \_\_\_\_\_

## Contracts

1. What is the size of the Company's 3 largest active customer contract in terms of annual revenue? \$ \_\_\_\_\_

Client	Nature of Contract/Service	Contract Value & Duration

2. What is the Company's average contract value? \$ \_\_\_\_\_

3. What is the Company's largest contract value? \$ \_\_\_\_\_

4. What is the Company's average contract length in months? \_\_\_\_\_

a. From what percentage of customers does the Company obtain written contracts, purchase orders or user acceptance agreements? \_\_\_\_\_%

b. Does the Company require an attorney to review and approve all modifications to its standard contract/agreement? Yes  No

**If no**, please detail what procedures are in place to review such changes and which individual/role has the authority to approve such modifications:

\_\_\_\_\_

c. What percent of the Company's customer contracts, purchase orders or user agreements contain:

- 1. Specific descriptions of the professional services being provided? \_\_\_\_\_%
- 2. A limitation of liabilities to cost of products or services or some dollar amount? \_\_\_\_\_%
- 3. A warranty disclaimer? \_\_\_\_\_%
- 4. Hold harmless or indemnity agreements inuring to the benefit of the Company? \_\_\_\_\_%
- 5. Hold harmless or indemnity agreements inuring to the benefit of customers? \_\_\_\_\_%
- 6. Formalized change order processes requiring signoff by both parties? \_\_\_\_\_%
- 7. Conditions of customer acceptance of products/services? \_\_\_\_\_%
- 8. Acceptance of consequential damages? \_\_\_\_\_%
- 9. Provisions for liquidated damages? \_\_\_\_\_%
- 10. Provisions for the ownership of intellectual property? \_\_\_\_\_%

## Independent Contractors

Yes No

If the Applicant uses independent contractors and/or subcontractors:

1. What percentage of the Company's revenue is derived from work subcontracted to others? \_\_\_\_\_%

2. Does the Company always use a written contract upon engagement of contractor? Yes  No

3. Does the Company require that subcontractors carry professional liability or Technology E&O insurance with liability limits of at least \$1,000,000? Yes  No

4. Does the Company obtain written contracts from subcontractors containing indemnification or hold harmless agreements in favor of the Company? Yes  No

5. Do all contracts with independent contractors include provisions for the ownership of intellectual property? Yes  No

**Quality Control**

	Yes	No
1. Does the Company have formal customer acceptance, milestone management and customer signoff procedures, including obtaining final acceptance letters?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the Company have a process in place to handle and resolve client complaints?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the Company have a written and formalized quality control program, including software development methodologies, if applicable?	<input type="checkbox"/>	<input type="checkbox"/>

**Fraud Warnings**

**Alabama, Arkansas, District of Columbia, Louisiana, Maryland, New Mexico, Rhode Island, West Virginia:** Any person who knowingly (*or willfully*)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (*or willfully*)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

*\*Applies in MD Only.*

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

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

*\*Applies in FL Only.*

**Kansas:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits fraud.

**Kentucky, New York, Ohio, Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (*not to exceed five thousand dollars and the stated value of the claim for each such violation*)\*. *\*Applies in NY Only.*

**Maine, Tennessee, Virginia, Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (*may*)\* include imprisonment, fines and denial of insurance benefits. *\*Applies in ME Only.*

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

**Oregon:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Puerto Rico:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## Representations and Signatures

The undersigned declares that to the best of his or her knowledge the statements set forth herein are true and correct and that reasonable efforts have been made to obtain sufficient information from each and every person and entity proposed for this insurance to facilitate the proper and accurate completion of this application. The undersigned further agrees that if any significant adverse change in the condition of the applicant is discovered between the date of this application and the effective date of the Policy, which would render this application inaccurate or incomplete, notice of such change will be reported in writing to the Insurer immediately. The signing of this application does not bind the undersigned to purchase the insurance.

It is agreed by the Company and the Insured Persons that the particulars and statements contained in this application and any information provided herewith (which shall be on file with the Insurer and be deemed attached hereto as if physically attached hereto) are the basis of this Policy and are to be considered as incorporated in and constituting a part of this Policy. It is further agreed that the statements in this application or any information provided herewith are their representations, they are material, and any Policy issued is in reliance upon the truth of such representations.

**Applicant Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Agent Name** \_\_\_\_\_ **Agent Signature** \_\_\_\_\_

**NOTE: This Application, including any material submitted herewith will be treated in strictest confidence.**