华泰财险附加计算机系统升级条款（CB版）

兹经双方理解并同意，**修复费用**的定义为：

修复费用是指从**被保险人计算机系统**移除**恶意软件**，和/或发生**数据事故**后修复、恢复、重建或替换**被保险人数据**软件或应用、发生**营业中断**事故后减少**营业中断**损失、查找并修复**程序设计错误**而发生的合理且必要的成本，包括但不限于下述各项：

A. 使用借用或租赁的外部设备；
B. 根据持续经营计划实施替代工作方案；
C. 向外部服务供应商分包的成本；
D. 劳动力成本的增加部分；
E. 经**保险人**事先书面批准的**应急响应费用**

修复费用不包括以下：

i. 更新、替换、修复或以其他方式改进**数据**，使其高于损失事件发生前的水平所产生的成本或费用；

ii. 查找并修复软件漏洞所产生的成本或费用；

iii. 更新、修复、替换、升级、维护或改进**计算机系统**所产生的成本，除了以下情况；

    a. 在被保险人租用、拥有或运营的**计算机系统**上，采用新的或改进的标准、条件、功能、服务级别、内容和版本以修复、恢复或替换或试图修复、恢复或替换受影响的软件或应用程序的；且前述成本或尝试的成本基于被保险人的合理预期，不高于适用于与之前相同或等同的标准、条件、功能、服务级别和/或内容，以及/或尽可能接近且合理切实可行的内容所产生的修复、恢复或替换被保险人软件或应用的受影响部分的成本或尝试修复、恢复或替换的成本；或

    b. 在**被保险人**租用、拥有或运营的**计算机系统**上，采用新的或者改进的标准、条件、功能、服务级别、内容或软件或应用程序版本是在尝试修复、恢复或替代类似软件及应用程序以以达到相同或等同的标准、条件、功能、服务级别、以及/或相同或合理切实可行内容中所产生的的自然结果。

iv. 研究和开发**数据**（包括**商业秘密**）所产生的成本；

v. **数据**（包括**商业秘密**）经济或市场价值；

vi. 任何其他间接损失或损害。

本**保险合同**其他条款维持不变。本附加条款与主保险合同条款内容相悖之处，以本附加条款为准；未尽之处，以本保险合同主条款为准。

本附加条款中的抬头及任何标题仅为方便起见，并不构成保险条款和条件的一部分。

<u>Betterment Endorsement</u>

By way of endorsement to the **Policy**, the parties agree to amend the **Policy** as set out in this endorsement (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

1.　　Section 3, 'General Definitions' in the Policy is defined as follows:

(a)　The definition of **Recovery Costs** is the following:

3.37 **Recovery Costs** means any reasonable and necessary costs to remove any **Malware** from **Your Computer System** and/or repair, restore, reconstruct or replace **Your Data** software or applications due to a **Data Asset Incident** or mitigate a **Business Interruption Loss** due to a **Business Interruption Incident** or identify and remediate a **Programming Error**; including but not limited to:

A.　the use of external equipment hired or leased;
B.　the implementation of alternative work methods in accordance with a business continuity plan;
C.　costs to subcontract with an external service provider;
D.　 increased costs of labour; or
E.　**Incident Response Expenses** incurred with **our** prior written consent.

Recovery Costs do not include:
i.　costs or expenses incurred to update, replace, restore, or otherwise improve **Data** to a level beyond that which existed prior to the loss event;
ii.　costs or expenses incurred to identify or remediate software vulnerabilities;
iii.　costs to update, restore, replace, upgrade, maintain, or improve any **Computer System**; Except where;

　　a.　the cost to, or the cost to attempt to, repair, restore, or replace affected software or applications on a **Computer System** leased, owned, or operated by **You** to a newer or improved standard, condition, functionality, level of service, content, or version is reasonably expected by **You** to be less than or equal to the costs necessary to (or attempt to) repair, restore, or replace the affected parts of **Your** software or applications to the same or equivalent standard, condition, functionality, level of service and/or with the same content or as near as reasonably practicable; or

　　b.　a newer or improved standard, condition, functionality, level of service, content, or version of software or applications on a **Computer System** leased, owned, or operated by **You** is a natural result of such attempt to repair, restore or replace such software or applications to the same or equivalent standard, condition, functionality, level of service and/or with the same content or as near as reasonably practicable;

iv.　costs incurred to research and develop **Data**, including **Trade Secrets**;
v.　the economic or market value of **Data**, including **Trade Secrets**; or
vi.　any other consequential loss or damage.

In all other aspects of this **Policy** remains unaltered. If there is any discrepancy between this clause and the main policy, this clause shall prevail. This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.