



Commercial Umbrella Policy Declarations

Declarations

Policy Number: HFL 004-27-84-01

Item Named Insured & Address

1. Intel Corporation (and as below)
2200 Mission College Blvd.
P.O. Box 58119, Stop SC4-212
Santa Clara, CA 95052-8119

"Intel Corporation and any of its subsidiaries as now or hereafter constituted or any joint venture and/or limited partnership and/or Limited Liability Company, but only as respects Intel's interests in the joint venture and/or limited partnership, and/or Limited Liability Company" and as per definition in policy.

2. Policy Period

Policy covers from April 1, 2001 to April 1, 2002 12:01 a.m. Standard Time at the named Insured's address stated above.

3. Coverage is provided by

Winterthur International America Insurance Company

Representative: Ms. Stephanie Guaiumi
Agent or Broker: Marsh Risk and Insurance Services.
Office Address: Three Embarcadero Center, 2nd Floor
Town, State & Zip: San Francisco, CA 94111

4. Limits of Insurance

Each Occurrence Limit \$ 50,000,000

Combined Aggregate Limit \$ 50,000,000

5. Policy Jacket, Forms, and Endorsements attached to the policy at inception

Manuscript Policy Form

6. Premium is payable

\$ 425,000 Annual Flat Minimum Premium

These declarations, together with the Commercial Policy and Endorsements, if any, are issued as part of and in the completion of the above numbered policy.



Commercial Umbrella Policy

In consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limit of liability, exclusions, conditions, and other terms of this policy, the Company named in the Declarations agrees with the **First Named Insured** to provide coverage as follows:

Insuring Agreements

I. Coverage

The Company agrees to pay on behalf of the **Insured** the **ultimate net loss** in excess of the retained limit hereinafter stated, which the **Insured** may sustain by reason of the liability imposed upon the **Insured** by law, or assumed by the **Insured** under contract, for:

- (a) **bodily injury,**
- (b) **personal injury,**
- (c) **property damage,**
- (d) **advertising liability,**
- (e) **professional liability, or**
- (f) **software products liability.**

Which occurs during the policy period and arises out of an **occurrence**.

In any jurisdiction where, by reason of law or statute, this policy is invalid as a "pay on behalf" of contract, the Company agrees to indemnify the **Insured** for **ultimate net loss** in excess of the retained limit.

II. Defense Settlement

With respect to any **occurrence** covered by the terms and conditions of this policy, and where the **Insured's** applicable retained limit has been exhausted, and subject to condition d of this policy, the Company shall defend any suit against the **Insured** alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent, and to pay all **allocated claims expenses**; but the Company may make such investigation, negotiation, and settlement of any claim or suit as it deems expedient. The Company's duty to defend will end when the Company has used up the applicable limit of liability in the payment of **ultimate net loss**.

In jurisdictions where the Company may be prevented by law or otherwise from carrying out this agreement, the Company shall pay any expense incurred by any **Insured** with its written consent in accordance with this agreement.

III. Definitions

(A) **Named Insured and Insured**

Named Insured means the person or organization named in Item 1 of the Declarations of this policy, and:

- (1) any subsidiary company (including subsidiaries thereof) of the **Named Insured**; and any other company or joint venture, as defined in Subparagraph (4), below but only to the extent described in Subparagraph (4) below;

- (a) existing at the inception date of this policy, or
 - (b) created or acquired subsequent thereof as to any **occurrence** happening on or after the date of such creation or acquisition or any other date as may be agreed in writing between the **First Named Insured** and the Company;
- (2) if the **Named Insured** is an individual, their spouse, if a resident of the same household, but this policy shall only apply to the conduct of a business or business properties of which the **Named Insured** is the sole proprietor, or to the ownership, maintenance, or use of an automobile;
 - (3) if the **Named Insured** is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to their liability as such;
 - (4) irrespective of whether the **Named Insured** designated in the declarations is a joint venture, partnership or any other organization, the interest of the **Named Insured** in the operations or the existence of any joint venture, co-venture, joint lease, joint operation agreement, limited liability company or partnership (hereinafter called "joint venture"):
 - (a) the liability of the Company under this policy shall be limited to the **Named Insured's** liability arising out of such joint venture, and the total limit of liability insurance afforded such **Named Insured** by this policy shall be available with respect thereto. The **Named Insured's** liability arising out of a joint venture shall be determined by the product of (a) the percentage of the interest of the **Named Insured** in such liability in such joint venture, and (b) the total legal liability of the joint venture to the claimant. Such percentage shall be increased by the insolvency of others or by any greater liability imposed upon such **Named Insured** interested in such joint venture;
 - (b) notwithstanding the Provisions of (a)(4)(a) above, if the **Named Insured** has sole responsibility for the management or operation of the joint venture, then this policy shall cover the joint venture in the same manner as the **Named Insured** is covered hereunder;
 - (c) notwithstanding the Provisions of (a)(4)(a) above, if the **Named Insured** is obligated to provide full insurance for the joint venture, then this policy shall cover the joint venture in the same manner as the **Named Insured** is covered hereunder.

The unqualified word **Insured**, wherever used, includes the **Named Insured** and also:

- (5) any person, organization, trustee, or estate to whom or to which the **Named Insured** is obligated by virtue of a contract to provide insurance such as is afforded by this policy but a) only to the extent such insurance is required by such contract, and b) only with respect to operations by or on behalf of the **Named Insured**, **occurrences** within the **products hazard** or **completed operations hazard** or to facilities of or used by the **Named Insured**;
- (6) any executive officer, director, or stockholder thereof while within the scope of his duties as such;

- (7) at the option of the **Named Insured** and subject to the terms of the coverage of this insurance, any employee of the **Named Insured**, other than an executive officer, while within the scope of his duties as such; and
- (8) with respect to the ownership, maintenance, or use, including **loading or unloading**, of any automobile, or non-owned watercraft, any person including employees of the **Insured**, and any person or organization legally responsible for the use thereof, provided the actual operation or other actual use of the non-owned watercraft is by or on behalf of the **Insured** and with the **Insured's** permission (the granting of such permission shall not be deemed to have been abrogated by the existence of any directive or corporate policy restricting the use of such watercraft); provided further that this insurance shall be in excess of any other insurance that is available to any person, including employees of the **Insured**, or organization with respect to the use of any automobile not owned by the **Insured** and used in the business of the **Insured**.

(B) Bodily Injury

Bodily injury means:

Bodily injury, sickness, disease, disability, shock, mental anguish, and mental injury, including death at any time resulting therefrom.

(C) Personal Injury

Personal injury means:

Injury arising out of offenses such as, but not limited to, libel, slander, defamation of character, discrimination, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution, harassment, invasion of right of privacy, or humiliation which occurs during the policy sustained by a natural person or organization.

(D) Property Damage

Property damage means:

- (1) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom; or
- (2) Loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by an **occurrence** during the policy period

(E) Advertising Liability

Advertising liability means:

Injury arising out of offenses such as, but not limited to, libel, slander, defamation, infringement of copyright, title (including trademark) or slogan, piracy, unfair competition, idea misappropriation (including trade secrets), breach of confidential information, electronic mail intercepts, misappropriation of the style of doing business (including website/homepage design), or invasion of rights of privacy committed, or alleged to have been committed, in any software, advertisement, promotion, publicity article, broadcast, or telecast.

(F) Ultimate Net Loss**Ultimate net loss:**

Means the total of the following sums with respect to each **occurrence**:

All sums which the **Insured** is legally obligated to pay as damages because of **bodily injury, personal injury, property damage, advertising liability, professional liability or software products liability** and **allocated claims expense** to which this policy applies.

(G) Allocated Claims Expenses**Allocated claims expenses means:**

- (1) all expenses incurred by the **Insured** or the Company in connection with the investigation of claims, adjustment of claims, and the settlement or trial of suits, all costs taxed against the **Insured** in any such suit and all interest on the entire amount of judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability therein, and includes amounts actually paid by the Company;
- (2) to attorneys, experts, appraisers, photographers, adjusters, printers, stenographers, or others (not on salary in the employment of the Company) and for hospital, medical, nursing, and funeral charges and for services in connection with the investigation and settlement of claims and the defense of legal proceedings against the **Insured(s)**;
- (3) for all premiums on appeal bonds required in any such suit and all premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, but without obligation to apply for or furnish any such bonds;
- (4) for fees and expenses of witnesses; and
- (5) for salaries and expenses of the **Named Insured's** employees incurred in connection with the investigation of claims, adjustment of claims, and the settlement or trial of suits provided that such employees are hired by the **Named Insured** for the primary purpose of investigating, adjusting and settling such claims or suits.

(H) Products Hazard**Products hazard means:**

The handling or use of or the existence of any condition in or a warranty of goods or products manufactured, sold, handled or distributed by the **Named Insured** or by others trading under its name, if the **occurrence** happens after possession of such goods or products has been relinquished to others by the **Named Insured** or by others trading under its name and if such **occurrence** happens away from the premises owned by, rented to or controlled by the **Named Insured**; provided such goods or products shall be deemed to include any container thereof, other than a vehicle.

(I) Completed Operations Hazard

Completed operations hazard means:

Operations completed by or on behalf of the **Insured** and includes reliance upon a representation or warranty made at any time with respect thereto, but only if the **occurrence** happens after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **Named Insured**. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the **Named Insured** under the contract have been completed;
- (2) when all operations to be performed by or on behalf of the **Named Insured** at the site of the operations have been completed; or
- (3) when the portion of the work out of which the **occurrence** arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair, or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed complete.

The **completed operations hazard** does not include **occurrences** arising out of:

- (1) operations in connection with the transportation of property, unless the **occurrence** arises out of a condition in or on a vehicle created by the **loading or unloading** thereof; or
- (2) the existence of tools, uninstalled equipment, or abandoned or unused materials.

(J) Occurrence

Occurrence means:

- (1) with respect to **bodily injury or property damage**, an accident or injurious exposure to conditions which result in **bodily injury or property damage** during the policy period neither expected nor intended from the standpoint of the **Insured**. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**;
- (2) with respect to **personal injury**, an offense which results in **personal injury** during the policy period, other than an offense committed with actual malice, the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured** or arising out of the **Named Insured's** advertising activities. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**;
- (3) with respect to **advertising liability**, an offense, which results in **advertising liability** arising out of the **Named Insured's** advertising activities. All damages involving the same injurious material or act, regardless of the frequency or

repetition thereof, the number or kind of media used, and the number of claimants, and all such damages shall be considered as arising out of one **occurrence**;

- (4) with respect to **professional liability**, malpractice, an act, error, omission, or other breach of professional duty. All damages arising out of the same malpractice, act, error, omission or other breach of professional duty shall be considered as arising out of one **occurrence**; and
- (5) with respect to **software products liability**, a negligent act, error or omission by or on behalf of the **Insured**. All damages arising out of the same negligent act, error or omission shall be considered as arising out of one **occurrence**. It is agreed that the date of the **occurrence** as to **software products liability** shall be the date that the **Insured** relinquished control to others of the **software product** or completed performance of **other computer services** for others.

It is further agreed that intentional acts of the **Insured** taken in defense of property or persons shall be deemed an **occurrence** and insured under this policy.

(K) Software Products and Other Computer Services Liability

Software products liability means:

Injury, loss or damage arising out of the failure to perform **other computer services** or the failure of the **Insured's software products** to perform the function or serve the purpose intended.

(1) Other Computer Services

Other computer services mean:

all electronic data processing services, including, but not limited to, website design, hosting and support, software consulting, analysis or design.

(2) Software Products

Software products mean:

computer software and programming which you or others trading under your name created, manufactured, sold, licensed, handled or distributed. However, software products does not include any firmware you design, create, manufacture or sell.

Firmware means:

software in object code format that:

- (a) is stored entirely in the non-volatile semiconductor memory of a single integrated circuit; and
- (b) is accessible solely to and used solely by the integrated circuit in which it is stored; and
- (c) is stored in such integrated circuit at the time that it is sold, transferred, or otherwise disposed of by Intel to an unrelated third party; and

- (d) is required by such integrated circuit in order for such integrated circuit to perform any material function that Intel represents such integrated circuit is capable of performing.

(L) Professional Liability

Professional liability means:

Injury or damage arising out of services as a physician, surgeon, dentist, medical or dental technician, nurse or other medical or paramedical person, accountants, architects, attorneys, engineers, managers, administrators and similar non-medical technicians provided that;

- (a) such services are provided within his/her capacity as an employee of the **Insured**, or
- (b) the **Insured** is otherwise legally responsible for such person's services and such services are not provided to a third party for a fee.

(M) Annual Period

Annual period means:

The term **annual period** means each consecutive period of one (1) year commencing from the inception date of this policy.

(N) Automobile

Automobile means:

Any land motor vehicle, trailer, or semitrailer but **automobile** shall not include any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises you own or rent;
- C. vehicles that travel on crawler treads;
- D. vehicles whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) power cranes, shovels, loaders, diggers or drills; or
 - (2) road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) air compressors, pumps and generators including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) cherry pickers and similar devices used to raise or lower workers;

F. Vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles within the following types of permanently attached equipment are considered **automobiles**;

(1) equipment designed primarily for:

(a) snow removal,

(b) road maintenance, but not construction or resurfacing; or

(c) street cleaning

(2) cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers; and

(3) air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

(O) Loading and Unloading

Loading and unloading means:

The handling of property:

A. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **automobile**

B. while it is in or on an aircraft, watercraft or **automobile** or

C. while it is being moved from an aircraft, watercraft or **automobile** to the place where it is finally delivered.

(P) Aircraft Products

Aircraft products mean:

1. aircraft (including missiles or spacecraft) or any portion thereof;

2. ground support or control equipment used with aircraft; or

3. any article designated or manufactured for use on aircraft, or for use in the control, maintenance or operation of aircraft.

(Q) First Named Insured

First Named Insured means:

Intel Corporation

IV. Policy Period, Territory

This policy applies to **occurrences** arising or happening anywhere during the policy period.

In the event **bodily injury, personal injury, property damage, advertising liability, professional liability or software products liability** arising out of an **occurrence** covered hereunder is continuing at the time of the termination of this policy, the Company will continue to protect the **Insured** for liability with respect to such **bodily injury, personal injury, property damage, advertising liability, professional liability or software products liability** without payment of additional premiums.

V. Retained Limit

(A) The Company's liability shall be only for the **ultimate net loss** in excess of the **Insured's** retained limit which is defined as:

- (1) the underlying policy as described on **Schedule A – Schedule of Underlying Insurance, Item (C) Employers Liability** as respects employers liability; or
- (2) the self-insured retained amount as stated in the declarations as the result of all **occurrences** other than those described in Paragraph (a) (1) above happening during the policy period of this policy to be satisfied by payments from any source, which shall be borne by the **Insured**, separately as respects each **annual period** of this policy.

(B) The **Insured** may insure any or part of or all of the retained limit indicated above or take advantage of any other insurance available to it without prejudice to or invalidation of coverage under this policy. If any such insurance is less than the **Insured's** retained limit, then the insured will make up the difference.

VI. Limit of Liability

The Declarations Page is amended to read as follows:

Limit of Liability

- (a) Limit in all in respect of each **occurrence** \$ 50,000,000 **ultimate net loss**; and
- (b) Limit in the aggregate for each **annual period** for all **occurrences** \$ 50,000,000 **ultimate net loss**

The Company's liability shall not exceed the amount stated above as the result of any one **occurrence**. There is no limit to the number of **occurrences** during the policy period for which claims may be made except that the liability of the Company on account of all **occurrences** during each **annual period** shall not exceed the aggregate amount stated above.

VII. Exclusions

This policy shall not apply:

- (A) to any obligation for which the **Insured** or any of its insurers may be held liable under any

workers' or unemployment compensation, disability benefits or similar law; provided, however, that this exclusion does not apply to (1) liability of others assumed by the **Named Insured** under contract or (2) stop gap coverage;

(B) to property damage of:

- (1) property owned by the **Named Insured**; or
- (2) any goods, products, or containers thereof manufactured, sold, handled or distributed, or work completed by the **Insured**, out of which the **occurrence** arises; except if such occurrence arises after any goods, products, or containers are put to their intended use.

(C) under advertising liability for:

- (1) breach of a written contract;
- (2) incorrect description of any article or commodity; or
- (3) mistake in advertised price;

(D) to bodily injury, property damage, personal injury, advertising liability, software products liability or professional liability arising out of the ownership, maintenance, operation, use, loading or unloading of any aircraft.

(E) to any and all liability for bodily injury, personal injury, property damage, advertising liability, software products liability or professional liability arising out of:

- (1) inhaling, ingesting, or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) the use of asbestos in constructing or manufacturing any goods, product, or structures; or
- (3) the removal of asbestos from any goods, products or structures; or
- (4) the manufacture, transportation, storage, or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above in this Exclusion (D);

(F) for any claim or claims made against the **Insured for any breach of duty, neglect, error, misstatement, misleading statement, omission or other acts actually done or wrongfully attempted by any director and/or officer claimed against them solely by reason of their capacity as such.**

But this exclusion shall not apply to **personal injury**:

(G) to injury, sickness, disease, death, or destruction:

- (1) with respect to which an **Insured** under the policy is also an **Insured** under a nuclear energy liability policy issued by the nuclear energy liability insurance

association, mutual atomic energy liability underwriters or nuclear insurance association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability; or

- (2) resulting from the hazardous properties of nuclear material and with respect to which;
 - a) any person or organization is required to maintain financial protection pursuant to the atomic energy act of 1954, or any law amendatory thereof; or
 - b) the **Insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- (3) resulting from the hazardous properties of nuclear material, if:
 - a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an **Insured** or (2) has been dispersed therefrom; or
 - b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **Insured**; or
 - c) the injury, sickness, disease, death or destruction arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation, or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this Subparagraph c) Applies only to injury to or destruction of property at such nuclear facility;

as used herein:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material, or by-product material;

"source material", "special nuclear material", and "by-product material" have the meaning given them in the atomic energy act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Subparagraph (i) or (ii) thereof;

"nuclear facility" means:

- (i) any nuclear reactor;
- (ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling,

processing, or packaging waste;

- (iii) any equipment or device used for the processing, fabrication, or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of Plutonium or Uranium 233 or any combination thereof, or more than 250 grams of Uranium 235; and
- (iv) any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste.

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

- (H) to **bodily injury or property damage** included in the **products hazard or completed operations hazard** and arising out of any **aircraft product**.
 - (1) To any claim or claims brought as a result of any violation of responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement and Income Security Act of 1974 or amendments thereto.
 - (2) To any **personal injury** arising out of an oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity.
 - (3) To any **bodily injury, personal injury or property damage** that results from any of the following, or any condition that is incident to: war, whether or not declared; civil war; insurrection; rebellion or revolution
 - (4) To **bodily injury, personal injury or property damage** under the no-fault, uninsured motorist, underinsured motorist or personal injury protection statute or any similar law of any federal, state, province or similar jurisdiction.

The following exclusions (I and J) apply only to coverages A - E: Bodily Injury, Property Damage, Personal Injury, Advertising Liability and Professional Liability:

- (I) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **Named Insured's** products or work completed by or for the **Named Insured** or of any property of which such products or work form a part, if such products, work, or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (J) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
 - (2) the failure of the **Named Insured's** products or work performed by or on behalf of

the **Named Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Named Insured**;

But this exclusion does not apply to the extent coverage is available to the **Named Insured** in the underlying insurance as set out in schedule "a" of the policy or to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **Named Insured's** products or work performed by or on behalf of the **Named Insured** after such products or work have been put to use by any person or organization other than an **Insured**.

The following exclusions (K - N) apply only to Insured damages provided by Coverage F: Software Products Liability:

(K) a default or on behalf of the **Insured** with respect to the performance of any contract or agreement.

but

this exclusion does not apply if such default is the result of a negligent act, error or omission.

(L) cost guarantees; or estimates of probable costs or cost estimates being exceeded.

(M) infringement of patent; unfair competition or piracy; or theft or wrongful taking of concepts or other intellectual property.

(N) failure or lack of the **Insured's** software products to prevent unauthorized access to or use of an electronic system or program.

but

this exclusion does not apply if such unauthorized access is the result of a negligent act, error or omission.

VIII. Conditions

(A) Inspection and Audit

The Company shall be permitted at all reasonable times to inspect the **Named Insured's** premises and equipment, and to examine the **Named Insured's** books and records so far as the books and records relate to premium earned or to any occurrences happening during the policy period.

Notwithstanding the foregoing, the Company may only be permitted limited access to those areas designated by the **Named Insured** as "off limits" (or some such similar phrase) due to reasons of national security. Such limited access or no access shall be at the discretion of the **Named Insured**.

Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that the **Insured's** property or operations are safe and healthful, or are in compliance with any law, rule, or regulation.

(B) Severability of Interests

The term **Insured** is used severally and not collectively except with respect to insuring agreement v (limit of liability) and condition (i) (other insurance). The inclusion in this policy of more than one **Insured** shall not operate to increase the Company's total liability for all **Insureds** covered by this policy beyond the limits of liability set forth in the declarations.

(C) Notice of Occurrence In the event of an **occurrence**, written notice shall be given by or on behalf of the **Insured** to the Company or any of its authorized agents as soon as practicable after the manager of the **First Named Insured's** risk management department has knowledge of an **occurrence** which, in the opinion of the manager of such risk management department or such designated employee, is likely to result in a claim under the policy.

Such notice shall contain particulars sufficient to identify the **Insured** and also reasonably obtainable information respecting the time, place, and circumstances of the **occurrence**, the name and address of the **Insured** and names and addresses of available witnesses.

If legal proceedings are begun, the **Insured**, when requested by the Company, shall forward to the Company each summons, complaint, or other process, or a copy thereof, received by the **Insured**, or the **Insured's** representative, together with copies of reports of investigations made by the **Insured** with respect to such claim proceedings.

(D) Assistance and Cooperation

Notwithstanding any duty to defend obligation by the Company as described in **Section II**. Defense settlement, the **First Named Insured** shall have the right to select counsel of its choice to defend any such claim or proceeding within the applicable retained limit. When the Company has a duty to defend obligation as described in **Section II**, the **First Named Insured shall have the right to select counsel of its choice if the First Named Insured has obtained the Company's consent which will not be unreasonably withheld.** Such counsel shall:

1. have at least five (5) years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation if the Company so requires;
2. carry errors and omissions insurance coverage;
3. agree to disclose all information to the Company concerning the action, except privileged materials and timely inform and consult with the Company on all matters relating to the action. Any claim of privilege asserts is subject to in camera review in the appropriate law and motion department of the superior court. Any information disclosed by the insured or by such counsel is not a waiver of privilege to the other party;
4. the Company shall have the right and opportunity to associate with the **Insured** in the defense and control of any such claim as well as any other claim or proceeding reasonably likely to involve the Company at the Company's expense; and

(E) Bankruptcy or Insolvency

Bankruptcy or insolvency of the **Insured** shall not relieve the Company of any of its obligations hereunder.

(F) Other Insurance

If other collectible insurance including other insurance with this Company is available to the **Insured** covering an **occurrence** also covered hereunder (except insurance purchased to apply in excess of the sum of the limit of liability hereunder) the insurance hereunder shall be in excess of and not contribute with such other insurance.

(G) Subrogation

The Company shall be subrogated to the extent of any payment hereunder to all the **Insured's** right of recovery therefore; and the **Insured** shall do nothing after an **occurrence** to jeopardize such right of recovery. Provided further that the **Insured** shall do everything reasonable to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **Insured's**) having paid an amount in excess of the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Company shall be reimbursed next to the extent of its actual payment hereunder. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, it shall bear the expenses thereof.

(H) Changes

Notice to or knowledge of any agent or other person shall not effect a waiver or change in any part of this policy nor stop the Company from asserting any right under it, nor shall the terms of this policy be waived or changed except by endorsement hereon.

(I) Assignment

Of interest under this policy shall not bind the Company until its consent is endorsed hereon. If, however, the **Insured** shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless canceled, shall cover the **Insured's** legal representative for the unexpired portion of such period.

(J) Cancellation

This policy may be canceled by the **First Named Insured** by surrender thereof to the Company or any of its written authorized agents, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the **First Named Insured** at the address shown in this policy written notice stating when not less than ninety (90) days for any reason other than nonpayment of premiums or ten (10) days for nonpayment of premium thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **First Named Insured** or by the Company shall be equivalent to mailing. If this policy is canceled, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the **First**

Named Insured.

If this policy insures more than one **Insured**, cancellation may be effected by the **First Named Insured** for the account of all **Insureds**; and notice of cancellation by the Company to such **First Named Insured** shall be notice to all **Insureds**. Payment of any unearned premium to such **First Named Insured** shall be for the account of all interests therein.

(K) Index and Headings

The index and the section, paragraph and subparagraph headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this policy.

(L) Designated Claims Representative

At the option of the **First Named Insured**, the Company shall use (insert name, address telephone number and principal contact) as to recipient of any information as required from the insured pursuant to condition c and condition d of this policy.

The Company's president and secretary have signed this policy. This policy is not valid unless it is completed by attachment of a declarations page signed by our duly authorized representative.

Pollution Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

It is agreed between the company and the **Named Insured** that the following exclusion is added and made a part of this policy:

This policy does not cover:

- (1) (a) any liability for **bodily injury, personal injury, property damage, professional liability, software products liability or advertising liability** arising out of the discharge or pollutants into or upon land or real estate, the atmosphere, or any watercourse or body of water whether above or below ground or otherwise into the environment; or
- (b) liability, loss, cost or expense of any **Insured** or others arising out of any direction or request whether governmental or otherwise, that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

This exclusion applies whether or not such **discharge** of such **pollutants**:

- (i) results from the **Insured's** activities or the activities of any other person or entity;
 - (ii) is sudden, gradual, accidental, unexpected or unintended; or
 - (iii) arises out of or relates to industrial operations or the waste or by-products thereof.
- (2) Paragraph (1) above does not apply to:
 - (a) **product pollution liability**; or
 - (b) liability of the **Insured** for **bodily injury, personal injury or property damage** caused by **discharge of pollutants** which is not expected or intended and which results solely from a **covered pollution peril**
 - (c) (i) liability of the **Insured** for **bodily injury, personal injury, or property damage** caused by an intentional **discharge of pollutants** solely for the purpose of mitigating or avoiding **personal injury, bodily injury or property damage**; or
 - (ii) liability of the **Insured** for **bodily injury, personal injury or property damage** caused by a **discharge of pollutants** which is not expected or intended and not described in paragraphs (2)(a) or 2(b) above, but only if the **Insured** becomes aware of the commencement of such **discharge** within seven (7) days of such commencement;

provided that the **Insured** gives the company written notice in accordance with **condition c** of this policy of such commencement of the **discharge** under subparagraphs (2) (c) (i) or (ii) of this exclusion within forty (40) days of such commencement. Such notice must be provided irrespective of whether notice as soon as practicable otherwise would be required pursuant to **condition c** of this policy.

Definitions applicable to this exclusion:

Covered Pollution Peril

Covered pollution peril means:

Hostile fire, explosion, lightning, windstorm, earthquake, flood, the collision of an aircraft with a building, another ground-based fixed structure or watercraft or the upset, overturn or collision of an automobile or rail vehicle.

Discharge

Discharge means:

Discharge, emission, dispersal, migration, release or escape (or any series of such of a similar nature at the same site) but does not include any discharge, emission, dispersal, migration, release or escape to the extent that the pollutants involved remain confined within the building or other man-made structure in which they initially were located.

Pollutants

Pollutants means:

Any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance which may, does, or is alleged to affect adversely the environment, property, persons or animals, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

Product Pollution Liability

Product pollution liability means:

Liability or alleged liability for **bodily injury, personal injury or property damage** arising out of the **products hazard**.

Waste

Waste means:

All waste and includes without limitation, materials to be discarded, stored, pending final disposal, recycled, reconditioned or reclaimed.



Signature of Authorized Representative

Endorsement Number: 1
Policy Number: HFL 004-27-84-01

Effective Date: 4-1-01

Winterthur International America Insurance Company

Employment-Related Practices Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to past, current or prospective employees arising out of:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
4. Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the "insured" may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.



Signature of Authorized Representative

Endorsement Number: 2
Policy Number: HFL 004-27-84-01

Effective Date: 4-1-01

Winterthur International America Insurance Company

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

In consideration of no change in premium, it is agreed there is no coverage afforded for the sale of any aircraft, aircraft parts and/or aircraft services.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

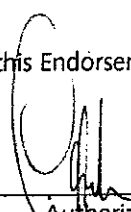
Must be completed always:

Endorsement Number: 3
Policy Number: HFL 004-27-84-01

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement: April 01, 2001

Winterthur International America
Insurance Company

Countersigned by  _____
Authorized Representative

Intel Corporation

General Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

In consideration of no change in premium, it is agreed that **Schedule A – Schedule of Underlying Insurance** is deleted and replaced as per the attached.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 4
Policy Number: HFL 004-27-84-01

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to:
Effective Date of this Endorsement: April 1, 2001

Winterthur International America
Insurance Company

Countersigned by 
Authorized Representative

Intel Corporation

Schedule A – Schedule of Underlying Insurance

Policy Number HFL 004-27-84-01

Aviation (Worldwide)

- \$ 450,000,000 Per Occurrence- various Underlying Companies as on file with Company.-
Policy Periods: April 1, 2001 to April 1, 2003

General Liability (USA)

- a) Old Republic
Policy Number: MWZY55259
Limit: \$5,000,000 per occurrence
\$5,000,000 General Aggregate
\$5,000,000 Products Completed Operations Aggregate
\$5,000,000 Personal and Advertising Injury Limit
\$5,000,000 Fire Damage Liability
Policy Period: April 1, 2001 to April 1, 2002
- b) It is agreed that there is a Self-Insured Retention of \$10,000,000 per occurrence/\$10,000,000 annual aggregate excess of Item a) above.

Professional Liability (Worldwide) (Self Insured)

Limit of Liability: \$15,000,000 each occurrence and annual aggregate

Software Products Liability (Worldwide) (Self-Insured)

Limit of Liability: \$15,000,000 each occurrence and annual aggregate

Automobile Liability (USA)

- a) Old Republic
Policy Number: MWTB 18084
Limit: \$5,000,000 CSL
Policy Period: April 1, 2001 to April 1, 2002
- b) It is agreed that there is a Self-Insured Retention of \$5,000,000 excess of Item a) above.

FOREIGN: General / Automobile / Employers Liability (Foreign)

- a) Insurance Company of the State of Pennsylvania
Policy Number: 80-0264872
Limit: \$5,000,000 CSL
Policy Period: April 1, 2001 to April 1, 2002

- b) It is agreed that there is a Self-Insured Retention of \$5,000,000 excess of Item a) above with respect to Automobile Liability and a Self-Insured Retention of \$10,000,000 excess of item a) above with respect to General Liability.

Employers Liability (USA) – July 1, 2000 to July 1, 2001

Old Republic

Policy Number: MWC107774 00

Limits of Liability:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee

Policy Period: July 1, 2000 to July 1, 2001

Wausau Insurance Companies

Policy Number: 2311-00-056717

Policy Period: July 1, 2000 to July 1, 2001

Limits of Liability:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee

Excess WC

Old Republic

Policy Number: MWXS 565

Limits of Indemnity each occurrence: EL = \$500,000 excess \$500,000 self insured.

Policy Period: July 1, 2000 to July 1, 2001

Employers Liability (USA) – July 1, 2001 to July 1, 2002

Old Republic

Policy Number: MWC108092 00

Limits of Liability:	Bodily Injury by Accident	\$1,000,000	each accident
	Bodily Injury by Disease	\$1,000,000	policy limit
	Bodily Injury by Disease	\$1,000,000	each employee

Policy Period: July 1, 2001 to July 1, 2002

Excess WC

Old Republic

Policy Number: MWXS 589

Limits of Indemnity each occurrence: EL = \$500,000 excess \$500,000 self insured.

Policy Period: July 1, 2001 to July 1, 2002

Other

a) OCIP- Construction Wrap-Up Liability

National Union Fire Insurance Company

Policy Number: BE 701 94 75

Policy Period: December 31, 1999 to December 31, 2002

Limit: \$48,000,000 each occurrence/\$76,000,000 annual aggregate

Excess of:

Argonaut Insurance Company

Policy Number: WC-12-618-902001

Policy Period: December 31, 1999 until Cancelled

Policy Limit: \$2,000,000 each occurrence/\$2,000,000 annual aggregate

b) United Kingdom Employers Liability

New Hampshire Insurance Company

Policy Number: ELB 010177

Policy Period: April 1, 2001 to April 1, 2002

Limit: GBP 5,000,000 each occurrence

Maintenance Self-Insured Retention:

It is agreed that there is a Self Insured Retention of US \$1,000,000 to apply if covered annual aggregated losses exceed US \$15,000,000 as per the various underlying coverages scheduled herein.

Policy Change Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

Changes

In consideration of no change in premium, it is agreed that Endorsement #3, General Change Endorsement, is deleted and Endorsement #6, Aircraft Products and Grounding Exclusion Endorsement, is added.

All other policy terms and conditions remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 5
Policy Number: HFL 004-27-84-01

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Intel Corporation
Effective Date of this Endorsement: April 01, 2001

Winterthur International America
Insurance Company

Countersigned by *Steve P. Dwyer*
Authorized Representative

Aircraft Products and Grounding Exclusion

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Commercial Umbrella Policy

This policy is amended as follows:

This insurance does not apply to any liability arising out of the **Products Hazard or Completed Operations Hazard** relating to:

1. aircraft (including missiles or spacecraft) and any ground support or control equipment used therewith;
2. any other goods or products manufactured, sold, handled or distributed by the **Insured** or any services provided or recommended by the Insured or by others trading under the **Insured's** name for use in the manufacture, repair, operation or use of any aircraft;
3. any articles furnished by the Insured or by others trading under the Insured's name and installed in aircraft or used in connection with aircraft or for spare parts for aircraft including but not limited to ground handling tools and equipment, training aids, instructions, manuals, blueprints, engineering or other advice or service relating to aircraft and any labor relating to such aircraft or articles.

This insurance does not apply to any liability arising out of the "grounding" of any aircraft.

For the purposes of this endorsement, "grounding" means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft, or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations. A "grounding" shall be deemed to commence on the date of an **Occurrence** which discloses such condition or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

All other terms, definitions, conditions and exclusions of this policy remain unchanged.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must be completed always:

Endorsement Number: 6
Policy Number: HFL 004-27-84-01

Complete only when this endorsement is not prepared with the policy or is not to be effective with the policy:

Issued to: Intel Corporation
Effective Date of this Endorsement: April 01, 2001

Winterthur International America
Insurance Company

Countersigned by *Steve P. Amstutz*
Authorized Representative

Intel Corporation

Marsh San Francisco document is not an insurance policy

COMMERCIAL UMBRELLA POLICY

DECLARATIONS

Policy Number: TBD

Item Named Insured & Address:

1. Intel Corporation (and as below)
2200 Mission College Blvd.
P.O. Box 58119, Stop SC4-212
Santa Clara, CA 95052-8119

"Intel Corporation and any of its subsidiaries as now or hereafter constituted or any joint venture and/or limited partnership and/or Limited Liability Company, but only as respects Intel's interests in the joint venture and/or limited partnership, and/or Limited Liability Company" and as per definition in policy

2. **Policy Period:** Policy covers from 4/1/2001 to 4/1/2002 12:01 a.m. Standard Time at the named Insured's address stated above.
3. **Coverage is provided by:** Winterthur International America Insurance Company

Representative: Ms. Stephanie Guaiumi
Agent or Broker: Marsh Risk and Insurance Services.
Office Address: Three Embarcadero Center, 2nd Floor
Town, State & Zip: San Francisco, CA 94111
4. **Limits of Insurance**
Each Occurrence Limit \$50,000,000

Combined Aggregate Limit \$50,000,000
5. **Policy Jacket, Forms, and Endorsements attached to the policy at inception:**

Manuscript Policy Form
6. **Premium is payable:**

\$ 425,000 Annual Minimum Premium, flat

These declarations, together with the Commercial Policy and Endorsements, if any, are issued as part of and in the completion of the above numbered policy.

Final draft
working sent to
Win for policy issuance
5/16/01

Marsh San Francisco document — not an insurance policy

Underlying Requirements THIS WILL BE FURTHER AMENDED FOR INFORMATION ON SCHEDULE A:

Commercial General Liability Insurance (Combined Single Limit)

General Aggregate Limit (see comments below)	\$15,000,000
Products-Completed operations (Aggregate Limit)	\$15,000,000
Personal and Advertising Injury Limit	\$15,000,000
Each Occurrence limit	\$15,000,000

Commercial Automobile Insurance

(Combined Single Limit)	\$10,000,000 per accident
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Professional Liability	\$15,000,000 each occurrence
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Software Products Liability	\$15,000,000 each occurrence
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Underlying Annual Aggregate for above coverages	\$15,000,000
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Employers Liability – Coverage B

Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 policy limit
Bodily Injury by Disease	\$ 1,000,000 each employee

Aviation Liability	\$450,000,000 per occurrence
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OCIP Liability

Argonaut Insurance Company

Policy Number WC-12-618-902001

Policy Period: 1-1-2000 until cancelled

Limit of Liability:	\$2,000,000 each occurrence
	\$2,000,000 Annual Aggregate

National Union Fire Insurance Company

Policy number: BE 701 94 75

Policy Period: 12-31-99 until 12-31-2002

Limit of Liability:	\$48,000,000 each occurrence
	\$76,000,000 Annual Aggregate

Self Insured Retention:

\$ 1,000,000 Maintenance Self-Insured
Retention to apply if covered annual
aggregate losses exceed \$15,000,000

Marsh San Francisco document - not an insurance policy

COMMERCIAL UMBRELLA POLICY

DECLARATIONS

Policy Number: TBD

Item Named Insured & Address:

1. Intel Corporation (and as below)
2200 Mission College Blvd.
P.O. Box 58119, Stop SC4-212
Santa Clara, CA 95052-8119

"Intel Corporation and any of its subsidiaries as now or hereafter constituted or any joint venture and/or limited partnership and/or Limited Liability Company, but only as respects Intel's interests in the joint venture and/or limited partnership, and/or Limited Liability Company" and as per definition in policy

2. **Policy Period:** Policy covers from 4/1/2001 to 4/1/2002 12:01 a.m. Standard Time at the named Insured's address stated above.

3. **Coverage is provided by:** Winterthur International America Insurance Company

Representative:	Ms. Stephanie Guaiumi
Agent or Broker:	Marsh Risk and Insurance Services.
Office Address:	Three Embarcadero Center, 2 nd Floor
Town, State & Zip:	San Francisco, CA 94111

4. **Limits of Insurance**

Each Occurrence Limit	\$50,000,000
Combined Aggregate Limit	\$50,000,000

5. **Policy Jacket, Forms, and Endorsements attached to the policy at inception:**

Manuscript Policy Form

6. **Premium is payable:**

\$ 425,000 Annual Minimum Premium, flat

These declarations, together with the Commercial Policy and Endorsements, if any, are issued as part of and in the completion of the above numbered policy.



Our Commitment

Ordinarily, policyholders and brokers are not made aware of a company's underwriting and claims services until a problem arises or a loss occurs. At Winterthur International, we believe that these services represent an essential component of our Insuring Agreement. On that basis, we would like to explain why our services are a significant part of the Winterthur International difference.

Cornerstones of our Service Commitment

- A dedicated underwriting/claims examiner team fully devoted to your account and always ready to be of service. Your team:

Key Account Executive	Ralph W. Brown, CPCU
Direct Dial Number	(214) 559 1538
Fax Number	(214) 559 1321

Underwriter	Bruce Jimenez
Direct Dial Number	(213) 533 3695
Fax Number	(213) 533 3601

Assistant Underwriter	Fred Vidal
Direct Dial Number	(213) 533 3685
Fax Number	(213) 533 3601

Claims Examiner	Phil Oglesby
Direct Dial Number	(214) 559 1574
Fax Number	(214) 559-5846

- Communication response:
 - Phone calls returned within 24 hours
 - Written correspondence acknowledged within 3 working days
- Contact with the insured within 24 hours of claim notification
- Claims payment within 48 hours of receipt of the settlement documents

Another hallmark of our service is the accessibility, responsiveness and professionalism of our staff. We would like to know your wishes as to modifications or additions to these service commitments. We look forward to serving you.

Commercial Umbrella Liability

Renewal Binder

for

Intel Corporation

Issue Date	March 28, 2001
Policy Number	HFL 004-27-84-01
Insured	Intel Corporation
Address	2200 Mission College Blvd. Santa Clara, CA 95054-1537
Description of Operations	Manufacturer – design of advanced micro processors components
Binder Term	90 days beginning April 1, 2001 and ending July 1, 2001 at 12:01 a.m. standard time at location of risk.
Policy Term	April 1, 2001 to April 1, 2002
Company	Winterthur International America Insurance Company - Admitted
Coverage	Commercial Umbrella Liability
Form	As per expiring manuscript with agreed changes per email correspondence of 3-28-01 and 3-26-01.

Limits of Insurance

Each Occurrence Limit	\$ 50,000,000
Combined Aggregate Limit	\$ 50,000,000

Underlying Requirements
Commercial General Liability Insurance (Combined Single Limit)

General Aggregate Limit	\$ 15,000,000
Products-Completed Operations (Aggregate Limit)	\$ 15,000,000
Personal and Advertising Injury Limit	\$ 15,000,000
Each Occurrence Limit	\$ 15,000,000

Commercial Automobile Liability Insurance

(Combined Single Limit)

\$ 10,000,000 per accident

Errors & Omissions Coverage

\$ 15,000,000 each occurrence

Underlying Annual Aggregate Limit for above coverages

\$ 15,000,000

Employers Liability - Coverage B

Bodily Injury by Accident	\$ 1,000,000 each accident
Bodily Injury by Disease	\$ 1,000,000 policy limit
Bodily Injury by Disease	\$ 1,000,000 each employee

Aviation Liability

\$ 300,000,000 per occurrence

Rate	Flat
Self Insured Retention	\$ 1,000,000 Maintenance Self-Insured Retention to apply if covered annual aggregate losses exceed \$ 15,000,000.
Premium	\$ 425,000
Deposit Premium	\$ 425,000
Minimum Premium	\$ 425,000

Terms & Conditions

Coverages as per expiring manuscript with the following additions:

1. Employment-Related Practices Exclusion
2. Asbestos Exclusion (as per Section VII, Items E 1, E 2, E3 and E4)
3. Pollution Exclusion as per Endorsements #1 on expiring policy
4. ERISA Exclusion (as per Section VII, Item (H1))
5. Exclude No-Fault/Uninsured-Underinsured Motorists Coverage (as per Section VII, Item (H5)
6. Nuclear Energy Liability Exclusion (as per Section VII, Item G) in it's entirety and Item (3) in it's entirety)
7. Aircraft Products Exclusion (As per Section VII, Item H))
8. Require B+ or better Best-rated underlying carriers.
9. Amendment of Joint Venture wording - (wording TBD)
10. Defense Costs contained in the limit
11. Definition of Computer Services as per Endorsement #14 on expiring policy

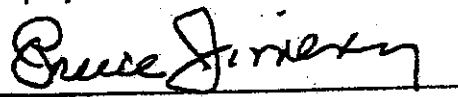
Commission

10%

This insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the company. This binder may be canceled by the insured or by the company in accordance with the policy conditions.

Producer: Mr. Gil Goetz
Marsh USA, Inc.
San Francisco, CA

By:


Bruce Jimenez
Senior Marketing Underwriter - Casualty

** 30.398.101 **

**Invoice**

March 28, 2001

Insured Intel Corporation
2200 Mission College Blvd.
Santa Clara, CA 95054-1537

Company Winterthur International America Insurance Company **UW/AU** Jimenez/Smith

Policy Number HFL 004-27-84-01 **Mod** 19

Policy Dates 4-1-01 to 4-1-02

Producer Mr. Gil Goetz
Marsh USA, Inc.
3 Embarcadero Center
San Francisco, CA 94111 **Producer Code** 7566

Transaction Effective Date 04/01/01
Endt. No./Transaction Description Renewal Policy

Transaction Gross Premium		\$425,000
Commission Amount (%)	10.00%	(42,500)
Fees		0
Transaction Net Amount		382,500
Previous Net Balance		0
Previous Amount Received		0
Net Total		<u>\$382,500</u>

Comments

For transfer of funds via wire	Bank Name Firststar Address One Pickney Dr., Madison, WI 53703 ABA Code 073900463 Swift Code FWIS US 44 Account Name General Casualty Company of Wisconsin Account Number 311700004 Amount Reference Attention
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- **Payment is due** 30 days from receipt
- **Remit to** General Casualty Company of Wisconsin
Winterthur International
P. O. Box 78059
Milwaukee, WI 53278-0059
- **Make check payable to** General Casualty Company of Wisconsin
- **Return invoice copy with your remittance - for questions call** Financial Services Unit at (214) 559-1132.

☒ **Remittance Copy** ☐ **Accounting Copy** ☐ **File Copy**