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|-----------------------------|---|
| Endorsement No.:            |   |
| Endorsement Effective Date: | 12:01 a.m. standard time at the address of the <b>Named Insured</b> as shown in Item 1 of the Declarations. |
| Forms a part of Policy No.: |   |
| Issued to:                  |   |
| Issuing Company:            |   |

## Subpoena and Freedom of Expression Legal Expense Coverage – Sublimit, Retention and Co-Insurance

This endorsement modifies coverage provided under the CapMedia and Entertainment Liability Policy, only with respect to the following Coverage Section(s):

Media Liability Coverage Section

It is hereby understood and agreed that:

- A. Coverage is extended to include the following:

**Subpoena Legal Defense Coverage**

The **Company** will pay on behalf of the **Insured**, **Subpoena Legal Expenses**, in excess of the Retention and subject to the Sublimit of Liability set forth in this Endorsement, which are incurred by the **Insured** in response to or in defense of a **Subpoena** received by the **Insured** during the **Policy Period** in connection with **Covered Media**, but only with respect to **Media Activities** which take place during the **Policy Period**.

**Freedom of Expression Legal Defense Coverage**

The **Company** will pay on behalf of the **Insured**, **Freedom of Expression Legal Expenses**, in excess of the Retention and subject to the Sublimit of Liability set forth in this Endorsement, which are incurred by the **Insured** in response to or in defense of a **Freedom of Expression Event** which takes place during the **Policy Period** in connection with **Covered Media**, but only with respect to **Media Activities** which take place during the **Policy Period**.

- B. Definitions Amended:

Solely with respect to the coverage provided under this Endorsement:

**Media Activities**, as used herein, means only the following activities:

- a. researching, investigating, gathering, acquiring, obtaining, preparing, compiling or producing **Content** for **Covered Media**; and
- b. any publication, broadcast, telecast, cablecast, webcast, podcast, serialization, production, online dissemination or other dissemination of **Content** in, or directly related to, **Covered Media**.

- C. Additional Definitions:

Solely with respect to the coverage provided under this Endorsement, the following additional definitions shall apply:

**Subpoena** means any writ issued by a court or governmental agency to compel the production of documents, notes, tapes, out-takes, testimony or other information or documentation related to **Media Activities**.

**Subpoena Legal Expenses** means reasonable fees, costs and expenses incurred by an attorney for the **Insured**, in response to or in defense of a **Subpoena**.

**Freedom of Expression Event** means the following events, but only if related to **Covered Media**:

1. any governmental action closing or restricting an **Insured's** access to proceedings, meetings and information;
2. prior restraints or other governmental actions restricting the publication, broadcast or other dissemination of **Content** by an **Insured**;
3. the search and/or seizure of an **Insured's** property by governmental officials, including police and other law enforcement officers, related to **Content** published, broadcast or otherwise disseminated by an **Insured** or that has been gathered or obtained by an **Insured** for such dissemination; or
4. any investigation or enforcement proceeding by the Federal Communications Commission against an **Insured** involving complaints of indecency, obscenity or profanity and court actions and appeals related directly to such investigations and proceedings.

**Freedom of Expression Legal Expenses** means reasonable fees, costs and expenses incurred by an attorney for the **Insured**, in response to, or in defense of, or to protect the rights of the **Insured** in relation to, a **Freedom of Expression Event**.

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## Subpoena and Freedom of Expression Legal Expense Coverage – Sublimit, Retention and Co-Insurance

D. Notification:

With respect to the coverage provided under this Endorsement, the **Named Insured** must promptly notify the **Company** of the receipt of any **Subpoena** received during the **Policy Period**, or **Freedom of Expression Event** which takes place during the **Policy Period**, for which the **Insured** is seeking coverage provided under this Endorsement, and may retain an attorney to respond to such **Subpoena** or **Freedom of Expression Event** subject to the prior consent of the **Company**, which shall not be unreasonably withheld.

However, the **Named Insured** may employ a properly qualified attorney to respond to a **Subpoena** or **Freedom of Expression Event** without first notifying the **Company** of the **Subpoena** or **Freedom of Expression Event** or receiving the **Company's** prior approval to retain the attorney, provided that:

1. the urgency of the **Subpoena** or **Freedom of Expression Event**, in the **Named Insured's** judgment, warrants immediate action by an attorney;
2. the **Named Insured** will provide the **Company** notice of the **Subpoena** or **Freedom of Expression Event** as soon as possible, and shall consult with the **Company** regarding the attorney employed;
3. the **Named Insured** and any attorney employed to respond to a **Subpoena** or **Freedom of Expression Event** will comply with all litigation and billing standards or procedures provided by the **Company**.

E. Retention:

The amount of Retention applicable to fees, costs and expenses covered by this Endorsement shall be \$<< >>, Each **Subpoena** or Each **Freedom of Expression Event**. The Retention shall be the sole responsibility of the **Insured**.

F. Co-Insurance:

The **Insured** will be responsible to pay the following percentage of all **Subpoena Legal Expenses** or all **Freedom of Expression Legal Expenses**, in addition to the Retention set forth above, in connection with any **Subpoena** or **Freedom of Expression Event** for which coverage is provided under this Endorsement:

<< >>%.

The **Company** shall pay the remaining percentage of covered **Subpoena Legal Expenses**, or **Freedom of Expression Defense Expenses**.

G. Sublimit of Liability:

A Sublimit of Liability in the amount of \$<< >> Each **Subpoena** or **Freedom of Expression Event**, and in the aggregate for all **Subpoenas** and **Freedom of Expression Events**, shall apply to the coverage afforded under this Endorsement, and shall be the maximum amount payable for all fees, costs and expenses covered under this Endorsement, which amount shall reduce and may exhaust the Coverage Aggregate Limit of Liability and the Policy Aggregate Limit of Liability stated in the Declarations of the Policy.

If this endorsement is issued after the Policy has been issued, it is deemed to have been added to the list of forms and endorsements on the Declarations.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative