

**VIDEO GAME DEVELOPERS SUPPLEMENTAL APPLICATION**

1. Do you publish games on your own ( ) or use a third-party publisher? ( )  
**If the latter, please provide a copy of the contract with the publisher.**
  - a. Does the contract provide a grace period or a method of remediation for any missed milestone deadlines? ( ) YES ( ) NO
2. Do you develop games based on content owned by others (e.g. artistic or intellectual property owned by a third-party)? ( ) YES ( ) NO
  - a. If yes, do you have written agreements or licenses with the appropriate content owners? ( ) YES ( ) NO
  - b. Do you ensure that the content owners approve game content before final release? ( ) YES ( ) NO
3. Do you develop any games based on your own intellectual property? ( ) YES ( ) NO
  - a. If yes, have you registered all the applicable copyrights, trade marks, domain names, and design rights? ( ) YES ( ) NO
  - b. If yes, do you have a system in place to check for potentially infringing content? ( ) YES ( ) NO
  - c. Do you ensure that employees sign a statement granting your company the rights to all work product? ( ) YES ( ) NO
4. Do you subcontract any development work such as music, soundtracks, artwork, etc? ( ) YES ( ) NO
  - a. If yes, do you have written agreements with these subcontractors which assign all intellectual property rights to you or grant a license allowing you to manipulate this content? ( ) YES ( ) NO
  - b. If yes, do these agreements indemnify you if any subcontractor-produced work infringes on any third-party intellectual property rights? ( ) YES ( ) NO
5. Are any of the games you develop intended to be parodies of work created by others (e.g. music, trade dress trademarks, characters, images, etc)? ( ) YES ( ) NO
  - a. If yes, do you obtain releases, licenses, or have written agreements for this third-party content? ( ) YES ( ) NO
6. Do you have an in-house attorney to review and manage all intellectual property issues? ( ) YES ( ) NO
  - a. If no, do you use an external lawfirm to advise on intellectual property issues? ( ) YES ( ) NO
7. Do you use product placement or third-party advertising within your games? ( ) YES ( ) NO
  - a. If yes, do you have written agreements with the appropriate third-parties which clearly define the terms of the product placement/advertising? ( ) YES ( ) NO
8. Are your games available for download over the internet? ( ) YES ( ) NO
  - a. If yes, do disclaim liability for viruses contracted through your website? ( ) YES ( ) NO
9. Do any of your games include the ability to perform microtransactions (e.g. purchase or exchange items for use within in the game)? ( ) YES ( ) NO
  - a. If yes, please provide details. \_\_\_\_\_  
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It is understood and agreed that this supplemental application shall become part of the application for Professional Liability Errors and Omissions Insurance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of person authorized  
to execute on behalf of the Applicant