



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): (415) 754-3635 E-MAIL ADDRESS: certs@newfront.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
INSURED PLANET LABS PBC 645 Harrison St., 4th Floor San Francisco CA 94107	INSURER A: Travelers Property Casualty Company of America NAIC #: 25674	
	INSURER B: The Travelers Indemnity Company of Connecticut NAIC #: 25682	
	INSURER C: Evanston Insurance Company NAIC #: 35378	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		H-630-6J485565-TIL-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6J499490-25-13-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUP-6J524755-25-13	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	UB-6J501987-25-13-G	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O and Cyber Liability			MKLV5PCY000114	09/15/2025	07/01/2026	Per Claim / Agg Retention \$5,000,000 \$50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Humboldt and its agents, officers, officials, employees and volunteers are included as an additional insured as required by a written contract with respect to General Liability. Coverage is Primary and Non-Contributory. Waiver of subrogation in favor of County of Humboldt and its agents, officers, officials, employees, with respect to Worker's Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt Attention: Risk Management 825 Fifth Street, Room 131 Eureka CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

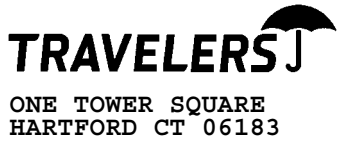
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J501987-25-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY**

POLICY NO.: CUP-6J524755-25-I3
ISSUE DATE: 07/10/2025

INSURING COMPANY: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

- 1. **NAMED INSURED AND MAILING ADDRESS:** PLANET LABS PBC
645 HARRISON STREET
FL 4
SAN FRANCISCO CA 94107
- 2. **POLICY PERIOD:** From 07/01/2025 to 07/01/2026 12:01 A.M. Standard Time at your mailing address.
- 3. **LIMITS OF INSURANCE:**

COVERAGES

LIMITS OF LIABILITY

AGGREGATE LIMITS OF LIABILITY	\$10,000,000	General Aggregate
	\$10,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$10,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events

- 4. **SELF-INSURED RETENTION:** \$0 **any one occurrence or event**
- 5. **PREMIUM:** \$ 14,434 x Flat Charge Adjustable (See Premium Schedule)
- 6. **TAXES AND SURCHARGES:**

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

NEWFRONT INS SERVICES - DCS83
777 MARINERS ISLAND BLVD STE 250
SAN MATEO CA 944045088

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

OFFICE: SP-SAN FRANCISCO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Employers Liability

Limits Of Liability

Carrier **TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**

Bodily Injury By Accident \$1,000,000*
Each Accident

Policy Number **UB-006J501987-25**

Bodily Injury By Disease \$1,000,000*
Policy Limit

Policy Period

From: 07/01/2025

Bodily Injury By Disease \$1,000,000*
Each Employee

to: 07/01/2026

*UNLIMITED IN THE STATE OF NEW YORK FOR
SUBJECT EMPLOYEES

Automobile Liability

Limits Of Liability

Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT**

Bodily Injury And Property \$1,000,000
Damage Combined Single
Limit

Policy Number **BA-006J499490-25**

Policy Period

From: 07/01/2025

to: 07/01/2026

Employee Benefits Liability

Limits Of Liability

Carrier **TRAVELERS PROPERTY CASUALTY
COMPANY OF AMERICA**

Each Employee \$1,000,000

Aggregate \$3,000,000

Policy Number **630-6J485565-25**

Policy Period

From: 07/01/2025

to: 07/01/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Commercial General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	\$2,000,000
Policy Number 630-6J485565-25	Products-Completed Operations Aggregate	\$2,000,000
Policy Period	Personal and Advertising Injury	\$1,000,000
From: 07/01/2025	Each Occurrence	\$1,000,000
to: 07/01/2026		

Canadian General Liability	Limits Of Liability	
Carrier TRAVELERS INSURANCE COMPANY OF CANADA	General Aggregate	\$2,000,000
Policy Number UXTRV31549	Products-Completed Operations Aggregate	\$2,000,000
Policy Period	Personal and Advertising Injury	\$1,000,000
From: 07/01/2025	Each Occurrence	\$1,000,000
to: 07/01/2026		
	LIMITS ARE IN CANADIAN DOLLARS	

Foreign Employers Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury By Accident Each Accident	\$1,000,000
Policy Number ZGC-61N53607	Bodily Injury By Disease Policy Limit	\$1,000,000
Policy Period	Bodily Injury By Disease Each Employee	\$1,000,000
From: 07/01/2025		
to: 07/01/2026		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF UNDERLYING INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

Foreign Automobile Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	Bodily Injury And Property Damage Combined Single Limit	\$1,000,000
Policy Number ZGC-61N53607		
Policy Period		
From: 07/01/2025		
to: 07/01/2026		

Foreign General Liability	Limits Of Liability	
Carrier TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	General Aggregate	\$2,000,000
Policy Number ZGC-61N53607	Products-Completed Operations Aggregate	\$2,000,000
Policy Period	Personal and Advertising Injury	\$1,000,000
From: 07/01/2025		
to: 07/01/2026	Each Occurrence	\$1,000,000

	Limits Of Liability	
Carrier		
Policy Number		
Policy Period		
From:		
to:		



Markel eRisk Hub



Welcome to the Markel eRisk Hub!

Our risk management portal addressing your data privacy and security concerns

We recognize that your data is one of your most valuable assets and protecting that asset requires on-going effort. To assist you in managing your data security, we are pleased to provide you with free access to our eRisk Hub. This online portal provides quick and easy access to a wealth of resources for understanding security as well as combating, defending and recovering from a data breach incident.

This service is provided free of charge with the purchase of your Markel DataBreach_{8M} policy. We invite you to explore the site and take advantage of the wealth of information it offers. Key

features of our eRisk Hub portal include:

News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links

Learning Center – best-practices articles, white papers, and webinars from leading technical and legal practitioners

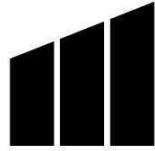
Risk Manager Tools – assists you in managing your cyber risk, including research tools, what-if calculators, and state breach notification laws

Incident Roadmap – includes suggested steps to take following a network or data breach incident and free consultation with a Breach Coach®

eRisk Resources – a directory to quickly find external resources with expertise in pre- and post-breach disciplines

Register for your **free access** today:

1. Go to <https://www.eriskhub.com/markel.php>
2. Complete the registration form in the center of the page. Your Access Code is **12689**.
3. Once you've completed registration, you can log-in immediately with the User ID and password you created during registration.



MARKEL

EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Secretary

Al Markel

President



EVANSTON INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for Affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



EVANSTON INSURANCE COMPANY

MARKEL CYBER 360SM INSURANCE POLICY DECLARATIONS

CLAIMS MADE AND REPORTED LIABILITY COVERAGES UNDER SECTION I PROVIDE CLAIMS MADE AND REPORTED INSURANCE. CLAIMS MADE AND REPORTED INSURANCE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE COMPANY IN ACCORDANCE WITH SECTION VII. PLEASE READ THE POLICY CAREFULLY.

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND WILL BE FIRST APPLIED AGAINST THE RETENTION.

POLICY NUMBER: MKLV5PCY000114

RENEWAL OF POLICY: MKLV5XEO000525

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Planet Labs PBC
645 Harrison Street Floor 4
San Francisco, CA 94107

Policy Period: From 09/15/2025 to 07/01/2026 at 12:01 A.M. Standard Time at the mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE INSUREDS TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

First Party Coverages			
An Insuring Agreement is included within this Policy only if indicated by an "X" in the Declarations. If there is no "X" indicated next to an Insuring Agreement, that Insuring Agreement and all references to it in this Policy are deleted.			
Insuring Agreement	Limit of Insurance	Retention	Waiting Period
<input checked="" type="checkbox"/> Cyber Extortion	\$5,000,000 Each Event	\$50,000 Each Event	
<input checked="" type="checkbox"/> Incident Response	\$5,000,000 Each Event	\$50,000 Each Event	
<input checked="" type="checkbox"/> Business Interruption	\$5,000,000 Each Event	\$50,000 Each Event	8 Hours
<input checked="" type="checkbox"/> Interruption	\$5,000,000 Each Event		Preauthorized Voluntary Shutdown Period: 8 Hours
<input checked="" type="checkbox"/> System Failure	\$5,000,000 Each Event		
<input checked="" type="checkbox"/> Dependent Business Interruption	\$5,000,000 Each Event	\$50,000 Each Event	8 Hours
<input checked="" type="checkbox"/> Interruption			
IT Provider	\$5,000,000 Each Event		
Non-IT Provider	\$5,000,000 Each Event		
<input checked="" type="checkbox"/> System Failure			
IT Provider	\$5,000,000 Each Event		
Non-IT Provider	\$5,000,000 Each Event		
<input checked="" type="checkbox"/> System and Data Recovery	\$5,000,000 Each Event	\$50,000 Each Event	
Bricking Costs	\$5,000,000 Each Event		
<input checked="" type="checkbox"/> eCrime	\$500,000 Each Event	\$50,000 Each Event	
<input checked="" type="checkbox"/> Reputational Harm	\$5,000,000 Each Event	\$50,000 Each Event	8 Hours

Producer Number, Name and Mailing Address
213057 Danny Burke 550 California Street, Suite 302 San Francisco, CA 94104

Third Party Liability Coverages

An Insuring Agreement is included within this Policy only if indicated by an "X" in the Declarations. If there is no "X" indicated next to an Insuring Agreement, that Insuring Agreement and all references to it in this Policy are deleted.

Insuring Agreement	Limit of Insurance	Retention	Retroactive Date
<input checked="" type="checkbox"/> Privacy and Security Liability	\$5,000,000 Each Claim	\$50,000 Each Claim	Full Prior Acts
<input checked="" type="checkbox"/> Privacy Regulatory Liability	\$5,000,000 Each Claim	\$50,000 Each Claim	Full Prior Acts
<input checked="" type="checkbox"/> PCI-DSS Liability	\$5,000,000 Each Claim	\$50,000 Each Claim	Full Prior Acts
<input checked="" type="checkbox"/> Media Liability	\$5,000,000 Each Claim	\$50,000 Each Claim	Full Prior Acts
<input checked="" type="checkbox"/> Technology Professional Liability	\$5,000,000 Each Claim	\$50,000 Each Claim	12/29/2010

Additional Benefits

Loss of Pay and Expense Reimbursement	\$25,000 Aggregate Sublimit
Recertification Costs	\$25,000 Aggregate Sublimit
Reward Costs	\$25,000 Aggregate Sublimit

Proof of Loss Sublimit	\$25,000 Each Event Sublimit
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POLICY COMBINED AGGREGATE LIMIT OF INSURANCE:	\$5,000,000
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Prior and Pending Date	09/15/2025
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Premium

Annual Premium:	\$50,547.00
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Supplemental Extended Reporting Period

Premium Percentage	Duration
100%	12 Months
150%	24 Months
200%	36 Months

Endorsements

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:
SEE MDIL 1001 ATTACHED

These Declarations, together with the coverage form and any endorsement(s), complete the above numbered Policy.

Countersigned: _____ 09/19/2025
DATE


 By: _____
**SPECIALITY WEST UNDERWRITING
COUNTERSIGNATURE**



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER	FORM NAME
MEDB 5700 12 18	Markel eRisk Hub
MJIL 1000 08 10	Policy Jacket
MPIL 1007 01 20	Privacy Notice
MDCY 5000 10 23	Markel Cyber 360SM Insurance Policy Declarations
MDIL 1001 08 11	Forms Schedule
MECY 0001 10 23	Markel Cyber 360SM Insurance Policy
MECY 5206 10 23	Increased eCrime Each Event Limit of Insurance - Training Satisfaction
MEIL 1200-CA 02 23	Service Of Suit - California
MIL 1214 09 17	Trade or Economic Sanctions
MIL 1219 09 20	Cap On Losses From Certified Acts Of Terrorism
MECY 5253 04 25	Amended Definition-eCrime Event and Sublimits of Insurance



EVANSTON INSURANCE COMPANY

MARKEL CYBER 360SM INSURANCE POLICY

THIRD PARTY LIABILITY COVERAGES UNDER SECTION I PROVIDE CLAIMS MADE AND REPORTED INSURANCE. CLAIMS MADE AND REPORTED INSURANCE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD AND REPORTED TO THE COMPANY IN ACCORDANCE WITH SECTION VII. PLEASE READ THE POLICY CAREFULLY.

PLEASE NOTE THAT AMOUNTS INCURRED AS CLAIM EXPENSES WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND WILL BE FIRST APPLIED AGAINST THE RETENTION.

The Company, relying upon the statements in the **Application**, which is deemed incorporated into this Policy and forms a part hereof, and in consideration of the payment of the premium, agrees with the **Insured** as follows:

SECTION I – INSURING AGREEMENTS

Although various Insuring Agreements are described below and referenced throughout this Policy, an Insuring Agreement is included within this Policy only if indicated by an "X" in the Declarations. If there is no "X" indicated next to an Insuring Agreement, that Insuring Agreement and all references to it in this Policy are deleted.

A. First Party Coverages

1. Cyber Extortion

The Company will reimburse **Cyber Extortion Loss** incurred by the **Named Insured** because of a **Cyber Extortion Event** first discovered during the **Policy Period**.

2. Incident Response

The Company will pay **Incident Response Expense** incurred by the **Named Insured** to respond to an actual or suspected **Security Event** first discovered during the **Policy Period**.

3. Business Interruption

The Company will pay **Business Income Loss** and **Extra Expense** incurred by the **Named Insured** during the **Period of Restoration** because of a measurable disruption, suspension, or degradation in the **Named Insured's** business resulting from:

- a. An **Interruption**, if indicated as applicable by an "X" in the Declarations; or
- b. A **System Failure**, if indicated as applicable by an "X" in the Declarations; of the **Named Insured's Computer System** first discovered during the **Policy Period**.

4. Dependent Business Interruption

The Company will pay **Business Income Loss** and **Extra Expense** incurred by the **Named Insured** during the **Period of Restoration** because of a measurable disruption, suspension, or degradation in the **Named Insured's** business resulting from:

- a. An **Interruption**, if indicated as applicable by an "X" in the Declarations; or
- b. A **System Failure**, if indicated as applicable by an "X" in the Declarations; of a **Service Provider's Computer System** first discovered during the **Policy Period**.

5. System and Data Recovery

The Company will pay **System and Data Recovery Expense** incurred by the **Named Insured** because of damage to the **Named Insured's Computer System** resulting from a **Security Incident, System Failure, or an Interruption** of the **Named Insured's Computer System** first discovered during the **Policy Period**.

6. eCrime

The Company will pay **eCrime Loss** incurred by the **Named Insured** because of an **eCrime Event** first discovered during the **Policy Period**.

7. Reputational Harm

The Company will pay **Business Income Loss** and **Extra Expense** incurred by the **Named Insured** during the **Period of Restoration** because of a **Reputation Event** first discovered during the **Policy Period**.

The Company will pay or reimburse the amount in excess of the applicable Retention and within the applicable Limit of Insurance shown in the Declarations and described in Section **V** – Limits of Insurance, Retentions, and Waiting Periods.

With respect to the Business Interruption, Dependent Business Interruption, and Reputational Harm Insuring Agreements, the Company will not be obligated to pay any **Business Income Loss** or **Extra Expense** unless the **Period of Restoration** exceeds the **Waiting Period**.

B. Third Party Liability Coverages

1. Privacy and Security Liability

The Company will pay on behalf of an **Insured** those **Damages** that the **Insured** becomes legally obligated to pay because of a **Claim** resulting from a **Security Event**.

2. Privacy Regulatory Liability

The Company will pay on behalf of an **Insured** those **Damages** that the **Insured** becomes legally obligated to pay because of a **Claim** resulting from a **Security Event**.

3. PCI-DSS Liability

The Company will pay on behalf of an **Insured** those **Damages** that the **Insured** becomes legally obligated to pay because of a **Claim** resulting from a **Security Event**.

4. Media Liability

The Company will pay on behalf of an **Insured** those **Damages** that the **Insured** becomes legally obligated to pay because of a **Claim** resulting from a **Media Wrongful Act**.

5. Technology Professional Liability

The Company will pay on behalf of an **Insured** those **Damages** that the **Insured** becomes legally obligated to pay because of a **Claim** resulting from a **Technology Wrongful Act**.

The Company will pay **Damages** in excess of the applicable Retention and within the applicable Limit of Insurance shown in the Third Party Liability Coverages section of the Declarations and described in Section **V** – Limits of Insurance, Retentions, and Waiting Periods. The Company will also pay all **Claim Expenses** in excess of the applicable retention in connection with the **Claim**. Such **Claim Expenses** are included within and will erode the applicable limit of insurance.

It is a condition precedent to the coverages under Paragraph **B. Third Party Liability Coverages** that the **Claim** be first made against an **Insured** during the **Policy Period** or any applicable Extended Reporting Period and reported to the Company in accordance with Section **VII** – Reporting, Notice, and Cooperation for a covered **Event** or **Wrongful Act** that first occurs on or after the **Retroactive Date** and before the end of the **Policy Period**.

C. Additional Benefits

1. Loss of Pay and Expense Reimbursement

a. The Company will reimburse the **Named Insured** for loss of pay because of time off from work and all reasonable and necessary expenses incurred for an **Insured** to attend, at the Company's written request, any arbitration, mediation, deposition, hearing, or trial in connection with a **Claim** to which this Policy applies. The

Named Insured must give the Company written proof of such loss of pay and expenses as soon as practicable, but no later than 60 days after incurring such loss of pay or expenses.

b. Subject to Paragraph c. below, the maximum the Company will reimburse for loss of pay and expense reimbursement for any one **Claim** to which this Policy applies is:

(1) \$2,000 per day for any member of the **Control Group**; or

(2) \$1,000 per day for any **Employee**.

c. The maximum the Company will reimburse for all loss of pay and expense reimbursement and all attendances at the Company's written request is the Loss of Pay and Expense Reimbursement Additional Benefit Aggregate Sublimit shown in the Declarations.

2. Recertification Costs

The Company will reimburse the amount incurred by the **Named Insured** for an audit to be conducted to demonstrate the ability of the **Insured** to prevent a future **Security Incident** as required by a **Merchant Services Agreement**. The **Named Insured** must give the Company written proof of costs incurred as soon as practicable, but no later than 60 days after incurring such costs. The maximum the Company will reimburse the **Named Insured** under this Recertification Costs Additional Benefit is the Recertification Costs Aggregate Sublimit shown in the Declarations.

3. Reward Costs

The Company will reimburse the reasonable amount paid by the **Named Insured** to an informant for information not otherwise available that leads to the arrest and conviction of a person (other than the informant) responsible for an **Event**. The **Named Insured** must give the Company written proof of such reward costs as soon as practicable, but no later than 60 days after incurring such costs. The maximum the Company will reimburse the **Named Insured** under this Reward Costs Additional Benefit is the Reward Costs Aggregate Sublimit shown in the Declarations.

Any payment made under these Additional Benefits will be part of, not in addition to, the Policy Combined Aggregate Limit of Insurance shown in the Declarations and will not be subject to a retention.

SECTION II – DEFINITIONS

A. Application means:

1. The application for this Policy and for any policy issued by the Company or any of its affiliates, of which this Policy is a direct or indirect renewal or replacement;
2. Any attachment to any such application; and
3. Any other materials or applications submitted with or incorporated into any such application, including warranty letters or similar documents.

B. **Betterment Costs** means reasonable and necessary costs incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to replace or reinstate a more secure and efficient version of the **Named Insured's Computer System** affected by a **Security Incident**, **System Failure**, or **Interruption** of the **Named Insured's Computer System**, including the cost of:

1. Replacing computer hardware, other than any industrial control system (ICS) or Supervisory Control and Data Acquisition (SCADA) related hardware, but only where it is a more practical and cost-effective solution than rebuilding existing hardware;
2. Upgrading existing computer software and operating systems with newer versions of the original model or license, but only where the affected systems and software are all within their standard support agreement; and
3. Implementing new security technology to protect against the **Security Incident** that gave rise to **System and Data Recovery Expense**, but only when the use of this technology is deemed by a qualified third-party security expert to be the most viable course of action to defend against that **Security Incident**.

C. **Bricked Devices** means desktop and laptop computers and associated input and output devices, mobile devices, and networking, data storage, backup, and peripheral devices that have been rendered completely non-functional for their intended purpose because their software, firmware, or hardware components have been damaged or deleted by unauthorized code.

D. Bricking Costs means reasonable and necessary expenses, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to replace **Bricked Devices** with the same or functionally equivalent devices that are commercially available to the general public, after making reasonable efforts to restore the **Bricked Devices** to functionality and such reasonable efforts have failed.

Bricking Costs does not include the cost to:

1. Create or manufacture any devices on a custom or one-off basis; or
2. Replace medical or robotic devices or devices that are part of any industrial or manufacturing control system, SCADA system, or other system that detects or causes physical change through direct monitoring or control of devices, processes, and events.

E. Business Income Loss means the loss of business income, as calculated in Paragraph **E. Business Income Loss Calculation** under Section **X – Other Conditions**.

F. Claim means:

1. With respect to the Privacy and Security Liability, Media Liability, and Technology Professional Liability Insuring Agreements:
 - a. A written demand against any **Insured** for **Damages** or non-monetary or injunctive relief, commenced by such **Insured's** receipt of such written demand;
 - b. A civil proceeding against any **Insured** seeking **Damages** or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading upon such **Insured**;
 - c. An arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking **Damages** or non-monetary or injunctive relief, commenced by such **Insured's** receipt of a written demand or service of a complaint or similar pleading upon such **Insured**; or
 - d. A written request directed at any **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in Paragraphs **a.** through **c.** above;

all as a result of a **Security Event** or **Wrongful Act**.

Claim, as defined in this Paragraph **1.**, does not include a **Privacy Regulatory Action** or **PCI-DSS Claim**;

2. With respect to the Privacy Regulatory Liability Insuring Agreement, a **Privacy Regulatory Action**; or
3. With respect to the PCI-DSS Liability Insuring Agreement, a **PCI-DSS Claim**.

G. Claim Expenses means reasonable and necessary amounts incurred by the Company, or by the **Insured** with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, in the defense of that portion of any **Claim** for which coverage is afforded under this Policy, including costs of investigation, court costs, costs of bonds to release attachments and similar bonds but without any obligation of the Company to apply for or furnish any such bonds, and costs of appeals. **Claim Expenses** does not include:

1. Salary, wages, overhead, or benefit expenses of or associated with **Employees** or officials of the **Named Insured** or employees or officials of the Company; or
2. Salary, wages, administration, overhead, benefit expenses, or charges of any kind attributable to any in-house counsel or outside counsel for the **Named Insured** or the Company.

H. Computer System means any computer hardware, firmware, software, and the data stored thereon, as well as all components thereof linked together through a network of devices accessible through the internet or intranet, including all input and output, networking, data storage, backup and peripheral devices, mobile devices, and cloud storage and hosted computer resources.

I. Confidential Information means any:

1. Private information subject to protection by any **Privacy Regulation**;
2. Information, other than information described in Paragraph **1.** of this definition, that is subject to a written confidentiality agreement or confidentiality provision in an express written agreement between a **Named Insured** and any third party to whom the **Named Insured** provides services or goods; or
3. Private or confidential information of any third party or a natural person **Insured** that the **Named Insured** is legally required to maintain in confidence and that is in the care, custody, or control of either the **Named Insured** or a **Service Provider** acting on behalf of the **Named Insured**.

- J. Control Group** means the **Named Insured's** board members, chief executive officer (CEO), chief operating officer (COO), chief information officer (CIO), chief financial officer (CFO), chief information security officer (CISO), chief procurement officer (CPO), chief technology officer (CTO), general counsel, human resources director, risk manager, or their functional equivalents.
- K. Cryptojacking** means the unauthorized gaining of access to bandwidth of the **Named Insured's Computer System** for the purpose of mining cryptocurrency or any other digital or electronic currency.
- L. Cyber Extortion Event** means a demand for the payment of money, cryptocurrency, securities, or other property of value made against the **Named Insured** arising out of a **Security Event**, an **Interruption** or damage to the **Named Insured's Computer System**, or damage to or theft or encryption of data located on the **Named Insured's Computer System** including, but not limited to, installation of ransomware.
- M. Cyber Extortion Loss** means reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, in order to respond to a **Cyber Extortion Event** including, but not limited to:
1. Costs to investigate the **Cyber Extortion Event**;
 2. Costs for legal and consulting services and related fees to assist the **Named Insured** in responding to the **Cyber Extortion Event**; and
 3. Any payment made by the **Named Insured** to terminate the **Cyber Extortion Event**.
- N. Damages** means:
1. With respect to the Privacy and Security Liability, Media Liability, and Technology Professional Liability Insuring Agreements, the monetary portion of any judgment, award, or settlement, including punitive or exemplary damages to the extent such punitive or exemplary damages are insurable under the applicable law most favorable to the insurability of such damages.
 2. With respect to the Privacy Regulatory Liability Insuring Agreement, **Regulatory Loss**; and
 3. With respect to the PCI-DSS Liability Insuring Agreement, **PCI-DSS Loss**.
- Damages** does not include:
- a. Multiplied portions of damages in excess of actual **Damages**, including trebling of damages;
 - b. The cost of any modifications or changes to the **Insured's** security measures, procedures, software, or hardware required or agreed to by the **Insured** to satisfy a judgment, award, or settlement;
 - c. Any cost required to repair, build, or modify property to comply with any award by a court, administrative order, arbitration award, or any similar judgment;
 - d. Taxes, criminal or civil fines, sanctions, attorneys' fees of a party other than an **Insured**, or other penalties imposed by law;
 - e. Matters that are uninsurable under the law pursuant to which this Policy is construed;
 - f. The return, withdrawal, reduction, restitution, or payment of any fees, profits, charges for services, consideration, or expenses paid to the **Insured**; or
 - g. **Claim Expenses** or **First Party Loss**.
- O. Denial of Service Attack** means any unlawful or unauthorized attempt by a third party to temporarily or indefinitely overload, hinder, interrupt, or suspend service to a **Computer System** via the internet.
- P. Digital Media Content** means:
1. The digital publication by the **Insured**; or
 2. The digital broadcasting by the **Insured** on social media;
- of any material created for the purposes of promoting the **Named Insured's** goods, products, or services.
- Q. eCrime Event** means:
1. A fraudulent entry or alteration of information in the **Named Insured's Computer System** caused by a **Security Incident** resulting in a transfer, payment, or electronic theft of the **Named Insured's** money or securities;

2. A fraudulent payment instruction provided by a third party to an **Employee** of the **Named Insured** by any means, including, but not limited to, **Social Engineering** or compromise of business email or any other verbal, written, or electronic instruction, resulting in a transfer of the **Named Insured's** money or securities by or on behalf of the **Employee** who relied upon the payment instruction in good faith;
3. A fraudulent payment instruction provided to a third party as a result of a **Security Incident**, resulting in a diversion of a payment, transfer, or receivable of money or securities due to the **Named Insured** for goods or services already delivered;
4. Theft or diversion by a third party of telecommunications services provided to the **Named Insured**; and
5. Unauthorized use of the **Named Insured's Computer System** by a third party resulting in increased consumption of the **Named Insured's** internet and electricity services in excess of its normal business operating use, including, but not limited to, **Cryptojacking**.

R. eCrime Loss means:

1. With respect to Paragraphs **1.**, **2.**, and **3.** of the definition of **eCrime Event**, the actual loss of money or securities sustained by the **Named Insured** resulting directly from the **eCrime Event**;
2. With respect to Paragraphs **4.** and **5.** of the definition of **eCrime Event**, the expenses incurred for the usage of telecommunications, internet, and electricity services in excess of the **Named Insured's** normal business operating costs resulting directly from the **eCrime Event**; and
3. Reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to investigate an **eCrime Event** or reverse or correct a transfer or payment resulting directly from the **eCrime Event**.

eCrime Loss does not mean:

- a. With respect to Paragraph **2.** of the definition of **eCrime Event**, loss resulting from any fraudulent payment instruction that was not first verified by verbal confirmation, password, security question, or other independent form of verification;
- b. Loss resulting from the use of any payment, access, convenience, electronic benefits transfer, or other card or any payment processing;
- c. The amount of any transfer or payment that has been recovered, reversed, returned, or corrected;
- d. Loss arising out of accounting or mathematical errors or omissions;
- e. Consequential or indirect loss of any kind;
- f. The value of any trade secrets or other intangible or intellectual property;
- g. Loss resulting from any dishonest, fraudulent, criminal, or malicious act or intentional or knowing violation of the law by any entity that is a parent, successor, or assignee of an **Insured**, affiliated with an **Insured** through common **Management Control**, directly or indirectly controlled, operated, or managed by an **Insured**, or by any **Employee**, including a **Rogue Employee**, of the **Named Insured**; or
- h. Loss that results in an advantage to another **Named Insured**.

S. Employee means any natural person (except a director or trustee who is not also an officer or employee of the **Named Insured**, if the **Named Insured** is a corporation or trust) while in the regular service of the **Named Insured** in the ordinary course of the **Named Insured's** business and whom the **Named Insured** compensates by salary, wages, or commissions and has the right to govern and direct the performance of such service. **Employee** includes any leased worker, temporary worker, volunteer, and unpaid intern, but does not include any independent contractor or consultant of the **Named Insured**.

T. Event means a **Cyber Extortion Event**, **Security Event**, **Interruption**, **System Failure**, **eCrime Event**, or **Reputation Event**.

U. Extra Expense means reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to avoid or minimize the interruption, suspension, or degradation in its business, that would not have been incurred if the **Event** had not occurred, including, but not limited to, renting or leasing equipment, renting and relocating to temporary premises, consulting and other third party services, substitute work or production procedures, extra labor costs, and expenses for special advertising.

V. **First Party Loss** means **Cyber Extortion Loss, Incident Response Expense, Business Income Loss, Extra Expense, System and Data Recovery Expense, or eCrime Loss.**

W. **Incident Response Expense** means reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, because of an actual or suspected **Security Event**:

1. For forensic investigation services to determine the source, cause, and scope of the **Security Event** and contain or remove malware on the **Named Insured's Computer System**;
2. For legal services to determine the **Named Insured's** rights and obligations and assist the **Named Insured** in responding to the **Security Event** including, but not limited to, notifying a law enforcement, regulatory or other government agency, or other entity that the **Named Insured** is obligated to inform;
3. To notify individuals whose **Confidential Information** was or is believed to have been accessed or disclosed without authorization, rendered unavailable, or irrevocably altered, including, but not limited to, call center, postage, and advertising costs;
4. To provide credit monitoring, identity monitoring, or identity theft assistance to the individuals described in Paragraph 3. above for up to two years or as required by statute, including, but not limited to, credit file monitoring and protection, identity theft insurance, and related consulting services;
5. For any other services not described in Paragraphs 3. or 4. above that are required by a **Privacy Regulation** to respond to the **Security Event** or, at the sole discretion of the Company, recommended by a legal services provider from a vendor shown on the Company's list of approved vendors; and
6. For public relations or crisis communications services to mitigate or prevent adverse publicity resulting from the **Security Event.**

X. **Infrastructure** means any of the following operated or supplied by a third party:

1. Electricity, gas, fuel, energy, water, telecommunications, or other utilities;
2. Internet infrastructure, including any Domain Name System (DNS), Certificate Authority (CA), or Internet Service Provider (ISP);
3. Satellite; or
4. Financial transaction or payment process platform, including a securities exchange.

Y. **Insured** means:

1. The **Named Insured**;
2. Any natural person who was, is now, or will during the **Policy Period** become a principal, partner, member, manager, risk manager, in-house general counsel, head of human resources, officer, director, trustee, shareholder, or **Employee** of the **Named Insured** solely while acting on behalf of the **Named Insured** and within the scope of their duties as such;
3. The lawful spouse or domestic partner of any **Insured** described in Paragraph 2. above, solely by reason of spousal or domestic partner status;
4. The estates, heirs, executors, administrators, assigns, and legal representatives of each **Insured** in the event of such **Insured's** death, incapacity, or bankruptcy, but only to the extent such **Insured** would have otherwise been provided coverage under this Policy;
5. Any past, present, or future independent contractor of the **Named Insured** who is a natural person or single person entity, but only with respect to an **Event** or **Wrongful Act** committed:
 - a. Solely while acting on behalf of the **Named Insured** and within the scope of such natural person's or single person entity's duties as directed by the **Named Insured**; and
 - b. After the **Named Insured** agreed in writing to provide insurance or indemnification to such natural person or single person entity; and
6. With respect only to Third Party Liability Coverages, any person or entity with whom the **Named Insured** has agreed in a written contract or written agreement to include as an **Insured**, but only with respect to such person's or entity's liability because of the **Named Insured's Security Event** or **Wrongful Act**; however, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which the **Named Insured** is required by the written contract or written agreement to provide for such **Insured**.

The insurance provided to the **Insured** described in this Paragraph 6. is excess over any other insurance afforded to such **Insured**.

Z. Interruption means:

1. Any unintentional and unplanned interruption, disruption, suspension, or outage of a **Computer System** resulting directly from a **Security Incident**; or
2. The voluntary and intentional shutdown of the **Named Insured's Computer System** as a result of a **Security Incident**, when the shutdown is reasonably believed to be necessary to mitigate the **Business Income Loss** or **Extra Expense** that would otherwise be incurred if no shutdown took place.

However, with respect to Paragraph 2. above, the Company will not be liable to pay any **Business Income Loss** or **Extra Expense** as the result of a voluntary and intentional shutdown that exceeds the Preauthorized Voluntary Shutdown Period shown in the Declarations unless, prior to the end of the Preauthorized Voluntary Shutdown Period, the Company consents in writing to the continuation of the voluntary and intentional shutdown.

AA.IT Provider means any individual or entity (other than an **Insured**) that, pursuant to a written contract with the **Named Insured**, provides any of the following services:

1. Hosted computer application services;
2. Cloud services or computing;
3. Electronic data hosting, back-up, storage, and processing;
4. Co-location services;
5. Platform-as-a-service; or
6. Software-as-a-service.

AB.Loss means **First Party Loss**, **Damages**, and **Claim Expenses**.

AC.Management Control means, directly or indirectly, owning interests representing more than 50% of the voting, appointment, or designation power, or having the right pursuant to a written agreement, by-laws, operating agreement, or similar document, to select a majority of the board of directors, trustees, or members of the management committee or management board or functional equivalent of an entity.

AD.Media Wrongful Act means, with respect to any **Digital Media Content**, any:

1. Defamation, libel, slander, unintentional infringement of any intellectual property, misappropriation, or theft of ideas or information; however, this Paragraph 1. does not include infringement of a software copyright;
2. Infliction of emotional distress, outrage, or outrageous conduct;
3. Invasion, infringement, or interference with an individual's rights of privacy or publicity, disclosure of private facts, and commercial appropriation of name, persona, or likeness; or
4. Unfair competition, but only if alleged in conjunction with any of the acts listed in Paragraphs 1. through 3. above.

AE.Merchant Services Agreement means any agreement between the **Named Insured** and a financial institution, credit or debit card company, credit or debit card processor, or independent service operator enabling the **Named Insured** to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.

AF.Named Insured means the persons or organizations shown as such in the Declarations, the debtor in possession in the event of the **Named Insured's** bankruptcy, and any **Subsidiary** of such organizations as of the inception of the **Policy Period**.

AG.Named Insured's Computer System means a **Computer System** that is owned, operated, or controlled by, or leased to the **Named Insured**. **Named Insured's Computer System** includes electronic devices owned or controlled by an **Insured** while being used to access the **Named Insured's Computer System** or store **Confidential Information**.

- AH. Non-IT Provider** means any individual or entity (other than an **Insured** or **IT Provider**) that provides goods or services, pursuant to a written contract or agreement between the **Non-IT Provider** and the **Named Insured**, but only while acting within the scope of its duties performed on behalf of the **Named Insured**.
- AI. PCI-DSS Claim** means a written fine, penalty, or assessment against the **Named Insured** made by a payment card company or processor alleging failure to comply with the Payment Card Industry Data Security Standard.
- AJ. PCI-DSS Loss** means all amounts, including, but not limited to, the fines, penalties, assessments, sanctions, card reissuance costs, operational, fraud and administrative reimbursement assessments, and forensic investigation costs, that the **Named Insured** is obligated to pay under the terms of a **Merchant Services Agreement** because of the **Named Insured's** actual or suspected failure to comply with the Payment Card Industry Data Security Standard.
- AK. Period of Restoration** means:
1. With respect to the Business Interruption and Dependent Business Interruption Insuring Agreements, the period of time starting when an **Interruption** begins and ending on the earlier of 180 days later or the date on which the **Named Insured's** business is restored to the same or equivalent condition, functionality, and level of service that existed prior to the **Interruption** (or could have been if the **Named Insured** had acted with reasonable speed); and
 2. With respect to the Reputational Harm Insuring Agreement, the period of time beginning when the **Reputation Event** is discovered and ending 12 months later.
- AL. Policy Period** means the period from the inception date of this Policy to the Policy expiration date shown in the Declarations or the effective date of any earlier cancellation or termination of this Policy.
- AM. Pollutants** means any solid, liquid, gaseous, fuel, lubricant, thermal, acoustic, electrical, or magnetic irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, fibers, radiation, acid, alkalis, petroleum, chemicals, or waste. Waste includes medical waste and all other materials to be disposed of, recycled, stored, reconditioned, or reclaimed.
- AN. Privacy Incident** means any:
1. Failure to protect or dispose of **Confidential Information** in the care, custody, or control of the **Named Insured** or a **Service Provider** or for which the **Named Insured** is or becomes legally responsible as a result of an unintentional disclosure or **Security Incident**;
 2. Failure to disclose an incident described in Paragraph 1. above in violation of a **Privacy Regulation**; or
 3. Violation of a **Privacy Regulation**, breach of privacy rights, or breach of any obligation to maintain the security or confidentiality of **Confidential Information** not described in Paragraph 1. or 2. above, or any similar allegation in the jurisdiction in which the **Claim** is brought as a result of a **Security Incident**.
- AO. Privacy Regulation** means that part of any federal, state, local, or foreign law purporting to regulate the collection, retention, sale, disposal, deletion, disclosure, use, control, processing, access, or correction of an individual's identifiable financial, health, or other personal data, or that require the **Named Insured** to adopt and disclose specific information handling and security policies and controls, have a published or accessible privacy policy, or notify individuals in the event that such information is or is potentially accessed or disclosed without authorization, and any of their amendments and promulgating regulations, including, but not limited to, the:
1. California Consumer Privacy Act of 2018 (CCPA);
 2. General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR);
 3. Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH);
 4. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) (HIPAA);
 5. Gramm-Leach-Bliley Act of 1999 (GLBA); or
 6. Privacy and identity theft provisions under consumer protection laws, including, but not limited to, the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and Federal Fair Credit Reporting Act (FCRA).
- AP. Privacy Regulatory Action** means a civil or administrative proceeding, civil investigation, or request for information against any **Insured** brought by or on behalf of any federal, state, local, or foreign government agency, data protection authority, or other organization having authority to enforce a **Privacy Regulation**.
- AQ. Regulatory Loss** means a regulatory agency's civil fines, penalties, and costs imposed on an **Insured** or monetary awards to a third party that are insurable under the law of an applicable jurisdiction most favorable to the **Insured**,

including any amount the **Insured** is required to deposit into a fund as equitable relief for the payment of consumer claims pursuant to an adverse judgment or settlement of a **Privacy Regulatory Action**.

AR.Reputation Event means a public dissemination of information concerning an actual or alleged **Security Event** in any form of media that the **Named Insured** reasonably believes has or will have an adverse effect on the **Named Insured's** reputation.

AS.Retroactive Date means the date shown as such in the Declarations.

AT.Rogue Employee means an **Employee** who was deliberately acting outside the scope and capacity of employment whose intentional conduct directly results in an **Event**. A **Rogue Employee** is not an **Insured**.

AU.Security Event means a **Security Incident** or **Privacy Incident**.

AV. Security Incident means any failure of the security of the **Named Insured's Computer System**, including, but not limited to:

1. Unauthorized access or use of the **Computer System**;
2. **Denial of Service Attack**;
3. Receipt or transmission of malicious code by the **Computer System**;
4. Theft or loss of hardware used to store or access **Confidential Information**; or
5. Theft of a password or other credentials used to access the **Computer System**.

With respect to the Dependent Business Interruption Insuring Agreement only, **Security Incident** means failure of the security of a **Service Provider's Computer System**.

AW. Service Provider means an **IT Provider** or **Non-IT Provider**.

AX.Service Provider's Computer System means a **Computer System** that is owned, operated, or controlled by a **Service Provider**.

AY.Social Engineering means any priming, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication received within the normal course of business operations.

AZ. Subsidiary means:

1. Any entity, excluding partnerships or joint ventures, of which the **Insured** owns more than 50% of the outstanding voting securities or has the right to exercise more than 50% of the voting rights for the election or appointment of the members of the board of directors or equivalent management positions including, but not limited to, members of the board of managers of a limited liability company; or
2. Any organization operated as a joint venture in which, on or prior to the inception date shown in the Declarations, the **Insured** owns, directly or through one or more **Subsidiaries**, 50% or more of the organization's outstanding securities with voting rights, and under a written agreement with the organization's remaining owners, has sole control of the organization's management and operations.

BA.System and Data Recovery Expense means:

1. Reasonable and necessary forensic expense incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to determine the existence and cause of the **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System**;
2. Reasonable and necessary **Extra Expense** incurred during the period from the time of the discovery of a **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System** to the time a **Computer System** is or can be restored to the condition that existed prior to the **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System**;
3. Reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, within six months of the **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System** to restore, repair, recreate, or replace the **Named Insured's** damaged data;
4. Reasonable and necessary expenses incurred, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, to reduce **System and Data Recovery Expense** after a **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System** to the extent that such expenses do not exceed the value of the **System and Data Recovery Expense** that such expenses are incurred to reduce;

5. **Bricking Costs** up to the Bricking Costs Each Event Limit of Insurance shown in the Declarations (which is part of, not in addition to, the System and Data Recovery Each Event Limit of Insurance shown in the Declarations); and
6. **Betterment Costs** up to 125% of the cost that would have been incurred to replace or reinstate the **Named Insured's Computer System** in the same or similar configuration as it was prior to the **Security Incident, System Failure, or Interruption** of the **Named Insured's Computer System** giving rise to the **System and Data Recovery Expense**. Such **Betterment Costs** are part of, not in addition to, the System and Data Recovery Each Event Limit of Insurance shown in the Declarations.

BB. System Failure means any unintentional and unplanned outage of a **Computer System**. **System Failure** does not include any outage resulting from a **Security Incident**.

BC. Technology Product means any telecommunication, computer, data security, electronic, internet, network, or website hardware, firmware, or software or components or peripheral devices designed, developed, assembled, manufactured, handled, installed, or created by the **Named Insured** and distributed, leased, licensed, or sold to others by or on behalf of the **Named Insured** for compensation.

BD. Technology Service means any telecommunications, computer, electronics, information technology, internet, network, or website services, including, but not limited to:

1. Data storage, processing, or analysis;
2. Cloud computing;
3. Web design, maintenance, or hosting;
4. Data or network security, maintenance, support, or management services;
5. Technology consulting, programming, installation, implementation, integration, configuration, education, or training; or
6. Software development, design, or sale.

BE. Technology Wrongful Act means any:

1. Negligent act, error, omission, misrepresentation, or misleading statement in the performance of a **Technology Service**, by or on behalf of the **Named Insured**, for others for a fee or other compensation; or
2. Failure of a **Technology Product** to perform its intended function.

BF. Waiting Period means the number of hours shown as such in the Declarations, starting when the **Interruption, System Failure, or Reputation Event** begins.

BG. War means an armed conflict involving physical force, whether declared or not:

1. By one sovereign state against another sovereign state; or
2. As part of a civil war, rebellion, revolution, insurrection, military action, or usurpation of power.

BH. Wrongful Act means a **Media Wrongful Act** or **Technology Wrongful Act**.

SECTION III – EXCLUSIONS

A. Exclusions Applicable to All Insuring Agreements

This Policy does not apply to any:

1. Bodily Injury

Claim or **Loss** based upon, arising out of, or attributable to bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. This exclusion does not apply to **Damages** resulting from mental injury or the infliction of emotional distress arising solely from a **Security Event** or **Media Wrongful Act**.

2. Collection of Data

Claim or **Loss** based upon, arising out of, or attributable to any collection, processing, storage, retention, sharing, transmission, use, or sale of **Confidential Information** that is:

- a. Performed without the knowledge and consent of the individuals whose **Confidential Information** is collected, processed, stored, retained, shared, transmitted, used, or sold; or

- b. In violation of any state, federal, or foreign regulation, including, but not limited to, biometric privacy laws, with the knowledge, acquiescence, or participation of any member of the **Control Group**.

3. Confiscation or Shutdown

Claim or **Loss** based upon, arising out of, or attributable to any:

- a. Expropriation, nationalization, confiscation, requisition, seizure, or any other act; or
- b. Mandate restricting operations, closure, or shutdown of any entity or person operating a **Computer System** or any **Computer System**;

under order of any governmental, de facto, or public local authority.

This exclusion does not apply to any such actions of a government, de facto, or public local authority directed solely against the **Named Insured's Computer System** in response to a **Security Incident** also directly solely against the **Named Insured's Computer System**.

4. Contests, Sweepstakes, and Lotteries

Claim or **Loss** based upon, arising out of, or attributable to lotteries, sweepstakes, contests, or games of chance, or any misstatements or misrepresentations that appear in any promotional materials, including, but not limited to, price discounts, gift cards, store debit or credit cards, prizes, awards, or other value given in connection with any lotteries, sweepstakes, contests, or games of chance.

5. Contractual Liability

Claim or **Loss** based upon, arising out of, or attributable to any obligation an **Insured** has pursuant to a written agreement.

This exclusion does not apply to:

- a. Liability that the **Insured** would have in the absence of such agreement, other than liability for any cost guarantees, cost representations, contract price estimates of probable costs, or cost estimates being exceeded;
- b. A contractual obligation that the **Insured** must protect **Confidential Information**;
- c. The unintentional breach of an agreement to provide **Technology Services** or related to **Technology Products**; or
- d. **PCI-DSS Claims**.

6. Employment Practices and Discrimination

Claim or **Loss** based upon, arising out of, or attributable to:

- a. Wrongful dismissal, discharge or termination, harassment, retaliation, or other employment practices;
- b. Discrimination or harassment, or violation of any federal, state, local, or foreign law governing the prohibition of discrimination or harassment including, but not limited to, the Americans with Disabilities Act or the Civil Rights Act of 1964, including any of their amendments or promulgating regulations.

This exclusion does not apply to any **Claim** arising out of a **Privacy Incident** involving an **Employee's Confidential Information** that is in the care, custody, or control of the **Named Insured**.

7. ERISA

Claim or **Loss** based upon, arising out of, or attributable to any actual or alleged breach of a fiduciary duty, responsibility, or obligation in connection with an employee benefit or pension plan, including, but not limited to, violation of a fiduciary duty under the Employee Retirement Income Security Act of 1974 (ERISA) or any similar federal, state, local, or foreign law, including any of their amendments or promulgating regulations.

8. False Advertising, Cost Guarantees, and Faulty Estimates

Claim or **Loss** based upon, arising out of, or attributable to any actual or alleged:

- a. Inaccurate, inadequate, or incomplete description of the price of goods, products, or services;
- b. Cost guarantees, cost representations, or contract price estimates of probable costs, or cost estimates being exceeded;

- c. Failure of goods, products, or services to conform to any represented quality, performance, or authenticity contained in advertising; or
- d. False or deceptive advertising or promotion, or deceptive trade practices in the sale of products, goods, or services.

9. False Claims Act

Claim or **Loss** based upon, arising out of, or attributable to any actual or alleged violation by an **Insured** of the False Claims Act (31 U.S.C. Sections 3729-3733), and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereto, or any similar federal, state, or common law anywhere in the world.

10. Financial Loss

Claim or **Loss** based upon, arising out of, or attributable to:

- a. The monetary value of any transaction or change in value of any account including, but not limited to, electronic funds transfers, trading losses, or trading liabilities;
- b. Losses, liabilities, or lost opportunities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or federal funds, currencies, foreign exchange, or similar instruments;
- c. The loss, transfer, or theft of monies, securities, or tangible property of others in the care, custody, or control of the **Insured**; or
- d. Any virtual currency, including, but not limited to, cryptocurrency, including fluctuations in value.

However:

- (1) Paragraph c. of this exclusion does not apply to **eCrime Loss**; and
- (2) Paragraph d. of this exclusion does not apply to **Cyber Extortion Loss** involving ransom payments in the form of bitcoin or other virtual currency.

11. Fraudulent or Dishonest Acts

Claim or **Loss** based upon, arising out of, or attributable to the actual or alleged dishonest, fraudulent, criminal, or malicious act or omission, or intentional or knowing violation of the law, by the **Insured** or at the **Insured's** direction; however:

- a. No fact pertaining to, or knowledge possessed by, any **Insured** will be imputed to any other **Insured** to determine if coverage is available, but any fact pertaining to, knowledge possessed by, or any conduct, act, or omission of any member of the **Control Group** will impute to the **Named Insured**;
- b. This exclusion does not apply to **Claim Expenses** incurred until an allegation is determined through admission by the **Insured** or final and non-appealable adjudication to be a dishonest, fraudulent, criminal, or malicious act or omission, or intentional or knowing violation of law; and
- c. This exclusion does not apply to **Loss** based upon, arising out of, or attributable to the actions of a **Rogue Employee**.

12. Infrastructure Failure

Claim or **Loss** based upon, arising out of, or attributable to any failure, interruption, disturbance, degradation, corruption, impairment, or outage of **Infrastructure**. This exclusion does not apply to the Technology Professional Liability Insuring Agreement.

13. Insured Versus Insured and Related Parties

Claim brought by, in the name of, or on behalf of any:

- a. **Insured**; or
- b. Organization that is operated, managed, or owned, in whole or in part, by the **Named Insured** or any parent organization, division, or affiliated organization thereof.

Paragraph a. of this exclusion does not apply to a **Claim** arising out of a **Privacy Incident** involving an **Employee's Confidential Information** in the care, custody, or control of the **Named Insured**.

14. Licensing Bodies and Joint Ventures

- a. The actual or alleged obligation to make licensing fees or royalty payments, or any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations; or
- b. Any **Claim** brought by or on behalf of any independent contractor, joint venturer, or venture partner based upon, arising out of, or attributable to disputes over ownership of rights in **Digital Media Content** or services provided by such independent contractor, joint venturer, or venture partner.

15. Physical Perils

Claim or **Loss** based upon, arising out of, or attributable to fire, smoke, explosion, earthquake, volcanic eruption, landslide, wind, lightning, tornado, tidal wave, flood, rain, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or in any way resulting from such events; electromagnetic fields, electromagnetic pulse or radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Loss** on account of any **Claim, Event, or Wrongful Act**.

16. Pollution

Claim or **Loss** based upon, arising out of, or attributable to any:

- a. Actual, alleged, or threatened discharge, disposal, migration, dispersal, release, or escape of **Pollutants**; or
- b. Direction, order, or request to test for, monitor, remediate, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants**, or to pay for or contribute to the costs of undertaking such actions.

17. Prior Known Acts and Prior Noticed Claims

- a. Any act, error, omission, incident, **Event**, or **Wrongful Act** committed or occurring prior to the inception date of this Policy if, on or before the Prior and Pending Date shown in the Declarations, any member of the **Control Group** knew or could have reasonably foreseen that such act, error, omission, incident, **Event**, or **Wrongful Act** might be expected to be the basis of a **Claim** or **Loss**; or
- b. Any **Claim, Loss**, incident, or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement.

18. Property Damage

Claim or **Loss** based upon, arising out of, or attributable to physical damage to tangible property, including all resulting loss of use of that property or loss of use of tangible property that is not physically damaged. This exclusion does not apply to:

- a. Damage to, corruption of, or inability to access data, software, or computer networks arising solely from a **Security Event**; or
- b. **Betterment Costs** or **Bricking Costs**.

19. Racketeering

Claim or **Loss** based upon, arising out of, or attributable to violation of the Organized Crime Control Act of 1970 (Racketeer Influenced and Corrupt Organizations Act, or RICO), or any similar federal, state, local, or foreign law, including any of their amendments or promulgating regulations.

20. Recalls

Claim or **Loss** based upon, arising out of, or attributable to any costs to recall, repair, replace, upgrade, supplement, withdraw, or remove the **Named Insured's** products or services.

21. Securities Transactions, Shareholder Derivative Actions, and Security Law Violations

Claim or **Loss** based upon, arising out of, or attributable to:

- a. A purchase or sale or offer or solicitation of an offer to purchase or sell securities;
- b. A shareholder derivative demand or action alleging, based upon, or arising out of a breach of duty by any director or officer; or

- c. Violation of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law, or any similar federal, state, local, or foreign law, or any of their amendments or promulgating regulations, or violation of any order, ruling, or regulation issued pursuant to the foregoing. This Paragraph c. does not apply to a **Privacy Incident**.

22. Trade Practices and Antitrust

Claim or **Loss** based upon, arising out of, or attributable to any actual or alleged violation of any law, whether statutory, regulatory, or common law, respecting any of the following activities: antitrust, business competition, unfair trade practices, or tortious interference in another's business or contractual relationships. This exclusion does not apply to a **Privacy Regulatory Action** resulting directly from a **Security Event**.

23. Trade Secrets and Intellectual Property

Claim or **Loss** based upon, arising out of, or attributable to any theft, misappropriation, plagiarism, misuse, validity, invalidity, or infringement of any rights with respect to any:

- a. Trade secret;
- b. Trademark, trade name, copyright, license, or any other form of intellectual property (other than patent or patent license); or
- c. Patent or patent license, or actual or prospective registration of patents.

Paragraph b. of this exclusion does not apply to the Media Liability Insuring Agreement.

24. Unsolicited Communications

Claim or **Loss** based upon, arising out of, or attributable to a violation of any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, or limits the dissemination, interception, receiving, sending, transmitting, communicating, printing, disposal, collecting, recording, or distribution of information or other material, including, but not limited to the:

- a. Telephone Consumer Protection Act of 1991 (TCPA) and amendments thereto or any similar or related federal, state, or local statute, law, rule, ordinance, or regulation;
- b. CAN-SPAM Act of 2003 and amendments thereto or any similar or related federal, state, or local statute, law, rule, ordinance, or regulation; or
- c. Fair Credit Reporting Act (FCRA) and amendments thereto or any similar or related federal, state, or local statute, law, rule, ordinance, or regulation including, but not limited to, the Fair and Accurate Credit Transactions Act of 2003 (FACTA).

25. War

Claim or **Loss**:

- a. Based upon, arising out of, or attributable to, directly or indirectly, **War**;
- b. Arising from a **Security Incident** by, at the direction of, or under the control of a sovereign state that is carried out as part of **War**, or the immediate preparation of **War**; or
- c. Arising from a **Security Incident** by, at the direction of, or under the control of a sovereign state that causes a sovereign state to become an impacted state.

Paragraph c. does not apply to the direct or indirect effect of a **Security Incident** by, at the direction of, or under the control of a sovereign state on a **Computer System** that is not physically located in an impacted state but is affected by a **Security Incident**.

As used in this exclusion, impacted state means a sovereign state where a **Security Incident** has had a major detrimental impact on:

- (1) The functioning of that sovereign state due to disruption to the availability, integrity, or delivery of a service that is essential for the maintenance of vital functions of such sovereign state including, but not limited to, financial institutions and associated financial market infrastructure, health services, or utility services; or
- (2) The security or defense of that sovereign state.

B. Exclusions Applicable to Specific Insuring Agreements

1. Solely with respect to the Media Liability and Technology Professional Liability Insuring Agreements, this Policy does not apply to any:

- a. **Infringement of Intellectual Property**

Claim or **Loss** based upon, arising out of, or attributable to infringement of copyright, title, trade dress, slogan, service mark, service name, trademark, trade name, or other intellectual property arising from any tangible goods or products of others displayed on the **Named Insured's** web site.

- b. **Performance Rights Organizations**

Claim brought by, in the name of, or on behalf of any performance rights organization including, but not limited to, ASCAP, BMI, SESAC, SOCAN, or SoundExchange.

2. Solely with respect to the Media Liability Insuring Agreement, this Policy does not apply to any:

Indecent Content

Claim or **Loss** based upon, arising out of, or attributable to the actual or alleged failure of any **Insured**, or others for whom an **Insured** is legally responsible, to prevent the publication or dissemination of words, phrases, postings, pictures, advertisements, or any other material that:

- a. Is sexually explicit and is in violation of a statute prohibiting such content;
- b. Is sexually explicit and posted without the consent of the person depicted in the material; or
- c. Encourages, facilitates, incites, or threatens terrorism, self-harm, physical violence, abuse, molestation, or sexual exploitation, including, but not limited to, human trafficking.

3. Solely with respect to the Technology Professional Liability Insuring Agreement, this Policy does not apply to any:

- a. **Personal Injury**

Claim for a **Technology Wrongful Act** based upon, arising out of, or attributable to:

- (1) Defamation or other tort related to disparagement or harm to the character, reputation, or feelings of any person or organization, including libel, slander, product disparagement, trade libel, or injurious falsehood;
- (2) Infliction of emotional distress, outrage, or outrageous conduct;
- (3) Invasion, infringement, or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, eavesdropping, or misappropriation of name or likeness;
- (4) Wrongful entry or eviction, trespass, or other invasion of the right of private occupancy; or
- (5) False arrest, detention, or imprisonment, abuse of process, or malicious prosecution.

- b. **Services-Related Regulatory Actions**

Claim for a **Technology Wrongful Act** brought by any federal, state, local, or foreign governmental or regulatory agency, including, but not limited to, the Federal Trade Commission or Federal Communications Commission. This exclusion does not apply to an action brought by a governmental or regulatory agency as a client of the **Named Insured**.

SECTION IV – TERRITORY

The insurance afforded by this Policy applies worldwide where legally permissible.

SECTION V – LIMITS OF INSURANCE, RETENTIONS, AND WAITING PERIODS

A. Limits of Insurance

1. **Each Event or Claim Limits of Insurance**

Subject to the Policy Combined Aggregate Limit of Insurance:

a. First Party Coverages

The total liability of the Company under any one First Party Coverages Insuring Agreement will not exceed the applicable Insuring Agreement Each Event Limit of Insurance shown in the Declarations for all **First Party Loss** resulting directly from any one **Event** that is reported to the Company pursuant to Section VII – Reporting, Notice, and Cooperation.

b. Third Party Liability Coverages

The total liability of the Company under any one Third Party Liability Coverages Insuring Agreement will not exceed the applicable Insuring Agreement Each Claim Limit of Insurance shown in the Declarations for the sum of all **Damages** and **Claim Expenses** arising out of any one **Claim** that is first made against the **Insured** during the **Policy Period** or any applicable Extended Reporting Period and reported to the Company pursuant to Section VII – Reporting, Notice, and Cooperation.

2. Interruption or System Failure Each Event Limits of Insurance

a. Business Interruption

The total liability of the Company will not exceed the applicable Each Event Limit of Insurance shown in the Declarations for the sum of all **Business Income Loss** and **Extra Expense** under the Business Interruption Insuring Agreement as a result of any one **Interruption** or **System Failure**, as applicable. Such Each Event Limits of Insurance are a part of, not in addition to, the Business Interruption Insuring Agreement Each Event Limit of Insurance and the Policy Combined Aggregate Limit of Insurance.

b. Dependent Business Interruption

The total liability of the Company will not exceed the applicable Each Event Limit of Insurance shown in the Declarations for the sum of all **Business Income Loss** and **Extra Expense** under the Dependent Business Interruption Insuring Agreement as a result of any one **Interruption** or **System Failure**, as applicable. Such Each Event Limits of Insurance are a part of, not in addition to, the Dependent Business Interruption Insuring Agreement Each Event Limit of Insurance and the Policy Combined Aggregate Limit of Insurance.

- c. If no Each Event Limit of Insurance is shown in the Declarations for any coverage indicated as applicable by an "X" in the Declarations, then the applicable Insuring Agreement Each Claim Limit of Insurance applies to **Business Income Loss** and **Extra Expense** as a result of each **Interruption** or **System Failure**.

3. Policy Combined Aggregate Limit of Insurance

Regardless of the number of **Insureds**, **Claims** made, persons or organizations making **Claims**, **Events**, or **Wrongful Acts**, the Policy Combined Aggregate Limit of Insurance shown in the Declarations will be the Company's maximum aggregate liability for the combined total of all **Loss** under all purchased Insuring Agreements and all reimbursements under all Additional Benefits.

B. Retentions

1. The Company will not be obligated to pay any **Loss** or perform any service until the amount of the **Loss** exceeds the applicable Retention shown in the Declarations. The retention applies separately to each **Claim** or **Event** and will be borne by the **Insureds** and will remain uninsured.
2. With respect to Third Party Liability Coverages, the retention will apply to **Damages** and **Claim Expenses**, whether or not any **Damages** payments are made. The determination of the Company as to the reasonableness of the **Claim Expenses** will be conclusive on the **Named Insured**.

C. Waiting Periods

1. Coverage under the Business Interruption and Dependent Business Interruption Insuring Agreements will apply only if the applicable **Waiting Period** elapses, but in such event, the Company will pay all **Business Income Loss** and **Extra Expense** incurred during the entirety of the **Period of Restoration**, in excess of the applicable retention and within the applicable limit of insurance.
2. Coverage under the Reputational Harm Insuring Agreement will apply only if the applicable **Waiting Period** elapses, and in such event, the Company will pay **Business Income Loss** and **Extra Expense** incurred after the end of the **Waiting Period** until the end of the **Period of Restoration**, in excess of the applicable retention and within the applicable limit of insurance.

D. Multiple Insureds, Related Matters, and Claims

1. Multiple Insureds

The inclusion herein of more than one **Insured** in any **Claim**, **Event**, or **Wrongful Act**, or the reporting of **Loss** incurred by more than one person or organization or under more than one purchased Insuring Agreement of this Policy, will not operate to increase the Limits of Insurance shown in the Declarations.

2. Related Matters

- a. Multiple **Claims** arising out of the same **Wrongful Act** or any **Wrongful Acts** constitute a single **Claim** deemed first made on the date the earliest of such **Claims** is made.
- b. **Events** that have a common nexus, set of facts, circumstances, situations, incidents, or decisions constitute a single **Event**.
- c. All **Events** and **Claims** arising out of, based upon, attributable to, or in connection with the same originating cause or source will constitute one single **Event** or **Claim** triggering the specific coverage under this Policy and will be deemed to be first made or discovered at the earliest date of either:
 - (1) When the **Claim** was first made; or
 - (2) When the **Event** was first discovered;whichever is applicable.

However, with respect to the Business Interruption, Dependent Business Interruption, and Reputational Harm Insuring Agreements, for the purpose of applying the **Waiting Period** only, each **Interruption** or **System Failure** will be considered a separate **Event**, and a separate **Waiting Period** will apply to each such **Event**.

3. It is the intent of the Company that the coverage afforded under the Insuring Agreements be mutually exclusive. If, however, it is determined that more than one covered Insuring Agreement applies to a single **Event** or **Wrongful Act**, or related matters described in Paragraph 2. above, then the largest of the applicable retentions for the covered Insuring Agreements will apply.

SECTION VI – DEFENSE, CLAIM EXPENSES, AND SETTLEMENTS

With respect to Third Party Liability Coverages:

A. Defense and Investigation

The Company will have the right and duty to defend the **Insured** and the right to investigate any **Claim** to which coverage under this Policy applies, pursuant to the following:

1. **Claim Expenses** incurred in defending and investigating such **Claim** will be a part of, not in addition to, the applicable Limits of Insurance shown in the Declarations. Such **Claim Expenses** will reduce the applicable limits of insurance and will be applied against the applicable retention. The Company will have no obligation to pay any **Damages**, defend or continue to defend any **Claim**, or pay **Claim Expenses** after the applicable Limits of Insurance shown in the Declarations have been exhausted by payment of **Damages** or **Claim Expenses**.
2. The Company will select defense counsel. However, if the law of the state of the **Named Insured's** domicile shown in the Declarations allows the **Insured** to control the selection of defense counsel where a conflict of interest has arisen between the **Insured** and the Company, the Company will provide a list of attorneys or law firms from which the **Insured** may designate defense counsel who will act solely in the interest of the **Insured**, and the **Insured** will direct such defense counsel to cooperate with the Company. Such cooperation will include:
 - a. Providing, on a regular basis but not less frequently than every three months, written reports on claimed **Damages**, potential liability, progress of any litigation, any settlement demands, or any investigation developments that materially affect the **Claim**;
 - b. Providing any other reasonable information requested;
 - c. Providing fully itemized billing on a periodic basis; and
 - d. Cooperating with the Company and the **Insured** in resolving any discrepancies.

The fees and costs incurred by such defense counsel, including those fees and costs generated by cooperation with the Company as set forth above, will be included as **Claim Expenses**.

3. The Company's obligation to provide defense will not be severable with respect to any **Insured** described in Paragraph 6. of the definition of **Insured** and any other **Insureds**. All **Insureds** will be represented by the same attorney unless mutual representation is prohibited by law or by any applicable professional code of conduct.

B. Consent to Settlement

The Company will not settle any **Claim** without the prior written consent of the first **Named Insured**, but the Company will have the right to recommend a settlement of any **Claim**. If the first **Named Insured** refuses to settle such **Claim** pursuant to the Company's recommendations and acceptable to the claimant, then the Company's liability with respect to such **Claim** will not exceed the sum of:

1. The amount of **Damages** for which the Company could have settled such **Claim**;
2. **Claim Expenses** incurred as of the date such settlement was proposed in writing by the Company to the first **Named Insured**; and
3. 70% of all covered **Damages** and **Claim Expenses** incurred thereafter on account of such **Claim**.

Such amounts are subject to the applicable Insuring Agreement Each Claim Limit of Insurance and the Policy Combined Aggregate Limit of Insurance shown in the Declarations.

SECTION VII – REPORTING, NOTICE, AND COOPERATION

A. Event or Claim Reporting

It is a condition precedent to coverage that:

1. Under First Party Coverages, the **Insured** must notify the Company in writing of an **Event** as soon as practicable after any member of the **Control Group** discovers such **Event**, but no later than 60 days after such discovery or the end of the **Policy Period**, whichever is later. Notice must contain all reasonably obtainable information concerning the time, place, and other details of the **Event**; and
2. Under Third Party Liability Coverages, the **Insured** must notify the Company in writing of a **Claim** as soon as practicable after any member of the **Control Group** becomes aware of such **Claim**, but no later than 60 days after the end of the **Policy Period** or during any applicable Extended Reporting Period.

B. Notice of Circumstance

1. With respect to Third Party Liability Coverages, if during the **Policy Period** the **Insured** first becomes aware of any circumstance that is reasonably expected to result in **Loss** within the scope of coverage of this Policy, then the **Insured** must provide written notice to the Company containing the information listed in Paragraph 2. below. If such written notice is received by the Company during the **Policy Period**, then any **Claim** subsequently made against the **Insured** arising out of such circumstances will be deemed for the purpose of this insurance to have been first made on the date on which such written notice is first received by the Company.
2. It is a condition precedent to the coverage afforded by this provision that written notice be given to the Company containing the following information:
 - a. The reasons for expecting such circumstances to give rise to a **Claim**, including full particulars as to the nature and date of the actual or alleged **Event** or **Wrongful Act**;
 - b. The date upon and manner in which the **Insured** first became aware of such circumstances; and
 - c. The identity of any potential **Insured** and any potential claimant.

The Company may, at its sole option, investigate such circumstance. Such matter will be subject to all terms, conditions, and provisions in this Policy as applicable to a **Loss**.

C. Assistance and Cooperation of the Insured

1. The **Insured** must:
 - a. Take all reasonable steps to reduce or minimize **Loss**;
 - b. Provide to the Company all such information, cooperation, and assistance as the Company may reasonably require, including taking all reasonable steps to collect and provide all necessary information for mitigation or avoidance, defense, appeal, evaluation, or settlement of an actual or potential covered **Claim**, and attending hearings, dispositions, and trials; and

- c. In connection with the coverage afforded under any First Party Coverages, submit to the Company a written, detailed proof of **First Party Loss** that provides an explanation of the **Event** and a detailed calculation of such **First Party Loss**;

all without cost to the Company except as provided under the Loss of Pay and Expense Reimbursement Additional Benefit or as provided under Paragraph 2. below. The **Insured** will further cooperate with the Company and do whatever is necessary to secure and effect any right of indemnity, contribution, or apportionment that the **Insured** may have.

2. With respect to **Business Income Loss** and **Extra Expense**, the **Named Insured** must provide an initial sworn proof of loss with full particulars within six months after discovery of the **Event**. The Company will reimburse the **Named Insured** for expenses charged by a third party for accounting services in preparing the proof of loss, including, but not limited to, auditors' and accountants' fees, subject to the Proof of Loss Each Event Sublimit shown in the Declarations and any other limits of insurance and retentions applicable to the **Event**. If an **Event** triggers more than one Insuring Agreement, only one Proof of Loss Each Event Sublimit will apply to such **Event**, which will erode the limit of insurance applicable to each Insuring Agreement in the proportion that the **Business Income Loss** and **Extra Expense** covered under such Insuring Agreement bears to the total covered **Business Income Loss** and **Extra Expense**.
3. The **Insured** will not, with respect to any **Claim** covered under this Policy, except at their own cost, make any payment, admit any liability, settle any **Claims**, assume any obligation, agree to arbitration or any similar means of resolution of any dispute, waive any rights, or incur **Claim Expenses** without the Company's prior written consent, such consent not to be unreasonably withheld or delayed. Any costs and expenses incurred by the **Insured** prior to the **Insured** giving written notice of the **Claim** to the Company will be borne by the **Insured** and will not constitute satisfaction of the retention.

Notwithstanding the above, the **Named Insured** may settle a **Claim** where the **Loss** does not exceed 50% of the applicable retention, provided that the entire **Claim** is resolved and the **Named Insured** obtains a full release on behalf of all **Insureds** from all claimants.

D. Cyber Extortion Event Conditions

Notwithstanding any other conditions to payment under this Policy, solely with respect to the Cyber Extortion Insuring Agreement, the **Insured** will also:

1. Take all reasonable steps to mitigate the **Cyber Extortion Loss**; and
2. Engage, with the Company's prior written consent, such consent not to be unreasonably withheld or delayed, a vendor shown on the Company's list of approved vendors, as may be updated periodically by the Company.

E. False or Fraudulent Claims

If any **Insured** commits fraud in proffering any information related to coverage under this Policy, this insurance will become void as to such **Insured** from the date such fraud was committed.

SECTION VIII – EXTENDED REPORTING PERIODS

With respect to Third Party Liability Coverages:

- A. The Company will provide an Extended Reporting Period, as described below, if:
 1. This Policy is canceled or not renewed for reasons other than nonpayment of premium or retention or non-compliance with the terms and conditions of this Policy; or
 2. The Company renews or replaces this Policy with insurance that:
 - a. Has a retroactive date later than the **Retroactive Date**; or
 - b. Does not apply on a claims made basis.

The quotation of a different premium, retention, or limit of insurance for renewal does not constitute a cancellation or refusal to renew for the purpose of this provision.

- B. Extended Reporting Periods do not extend the **Policy Period** or change the scope of coverage provided. They apply only to **Claims** first made against the **Insured** and reported to the Company during the Extended Reporting Period by reason of a **Security Event** or **Wrongful Act** that first occurs before the end of the **Policy Period** but not before the **Retroactive Date**.

Once in effect, Extended Reporting Periods may not be canceled.

- C. Extended Reporting Periods do not reinstate or increase the limits of insurance.
- D. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **Policy Period** and lasts for 60 days.

The Basic Extended Reporting Period does not apply to **Claims** that are covered under any subsequent insurance the **Insured** purchases, or that would be covered but for exhaustion of the amount of insurance applicable to such **Claims**.

- E. A Supplemental Extended Reporting Period is available for the Duration shown in the Declarations, but only by an endorsement and for an extra charge. This Supplemental Extended Reporting Period starts with the end of the **Policy Period**.

The first **Named Insured** shown in the Declarations must give the Company a written request for the endorsement within 30 days after the end of the **Policy Period**. The Supplemental Extended Reporting Period will not go into effect unless the first **Named Insured** pays the additional premium within 30 days of requesting the endorsement in writing.

The additional premium will be a percentage of the annual premium for this Policy, shown as Premium Percentage in the Declarations. In the event of the purchase of the Supplemental Extended Reporting Period, the entire premium will be fully earned at its commencement.

The endorsement will set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for **Claims** first made against the **Insured** and reported to the Company during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

- F. As a condition precedent to the right to purchase the Supplemental Extended Reporting Period, the **Named Insured** must have paid all premiums due for the **Policy Period**.

SECTION IX – CHANGES IN OWNERSHIP

A. New Organizations

If, before or during the **Policy Period**, the **Named Insured** acquires or creates a new entity or acquires an entity by merger or consolidation to perform the same operations as the **Named Insured**, coverage under this Policy will automatically apply to the new entity, provided:

1. Such coverage will apply only with respect to any **Event** or **Wrongful Act** taking place after such acquisition or creation; and
2. There is no other similar insurance available to that entity.

Coverage will be subject to the following:

- a. The first **Named Insured** must give written notice of such transaction to the Company within 60 days after the effective date of such transaction and provide the Company with such information in connection therewith as the Company may deem necessary;
- b. Coverage is afforded only until 60 days after the **Named Insured** acquired or created the entity or the end of the **Policy Period**, whichever is earlier; however, this condition will not apply if such entity's total consolidated revenues as of the date of such acquisition will be no more than 20% of the total consolidated revenues of the **Insured** according to the most recently filed financial statements;
- c. The retroactive date applicable to any **Event**, **Wrongful Act**, or **Claim** against such entity newly acquired or newly created by the **Named Insured** will be the date on which the **Named Insured** newly acquired or newly created such entity; and
- d. No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a **Named Insured** in the Declarations or included in the definition of **Subsidiary**.

B. Acquisition of the Insured

If, during the **Policy Period**, a transaction occurs wherein another organization gains control of the **Named Insured** through the ownership of more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors or equivalent position, or the **Named Insured** merges into another organization or consolidates with another organization such that the **Named Insured** is not the surviving organization, then:

1. The first **Named Insured** must give written notice of such transaction to the Company prior to the effective date of such transaction and provide the Company with such information in connection therewith as the Company may deem necessary; and
2. This Policy will apply only to those **Events** or **Wrongful Acts** that occur on or before the effective date of such transaction but not before the **Retroactive Date**.

C. Cessation of Subsidiaries

If, during the **Policy Period**, an organization ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** will continue until the end of the **Policy Period** or any applicable Extended Reporting Period, provided such coverage will apply only with respect to any **Event** or **Wrongful Act** that occurs prior to the date such organization ceased to be a **Subsidiary** but not before the **Retroactive Date**.

SECTION X – OTHER CONDITIONS

A. Action Against the Company

No action may lie against the Company unless, as a condition precedent thereto, the **Insured** has fully complied with all of the terms and conditions of this Policy, nor until the amount of the **Insured's** obligation to pay has been fully and finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant, and the Company.

Nothing contained in this Policy will give any person or organization any right to join the Company as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

B. Assignment of Interest

Assignment of interest under this Policy will not bind the Company unless the Company's consent is endorsed hereon.

C. Authorization

By acceptance of this Policy, the **Insureds** agree that the first **Named Insured** will act on behalf of all **Insureds** with respect to the giving and receiving of all notices to and from the Company as provided herein, the exercising of the Supplemental Extended Reporting Period, the cancellation of this Policy, the payment of any retention, the payment of premiums when due, and the receiving of any return premiums or reimbursements that may become due under this Policy.

D. Bankruptcy

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of any of its obligations hereunder.

E. Business Income Loss Calculation

1. **Business Income Loss** is calculated pursuant to the following methodology and conditions:
 - a. Actual loss of business income means the sum of:
 - (1) Net income or loss (net profit or loss before income taxes) that would have been earned or incurred if the **Event** had not occurred; and
 - (2) Continuing normal operating expenses that are incurred regardless of whether the **Event** occurred.
 - b. In determining the amount of **Business Income Loss**:
 - (1) Due consideration will be given to the experience of a **Named Insured's** business before the first occurrence of the **Event** and to the probable business the **Named Insured** would have had if the **Event** had not occurred; and
 - (2) **Business Income Loss** will be reduced by the Company to reflect any work deferred by the **Insured** due to a **Period of Restoration** but subsequently conducted or completed within the first 60 days after the **Period of Restoration** ends.
 - c. Calculation of net income or loss does not include:
 - (1) Net income that would have been earned because of favorable business conditions or increased volume of business caused by the impact of security events or network interruptions impacting other businesses;

(2) Net loss that would have been incurred because of unfavorable business conditions or loss of volume of business caused by the failure of security events or network interruptions to impact other businesses; or

(3) **Loss** under any other coverage.

2. The Company may make interim payments of undisputed **Business Income Loss** and **Extra Expense**, at the sole discretion of the Company, at any time.

F. Cancellation and Nonrenewal

1. Cancellation

a. This Policy may be canceled by the first **Named Insured** by delivering to the Company written notice stating when thereafter such cancellation will be effective.

b. This Policy may be canceled by the Company by mailing or delivering to the first **Named Insured**, at the address shown in the Declarations, written notice stating when such cancellation will be effective, which will be no less than:

(1) 10 days prior to cancellation if the Company cancels for nonpayment of premium; or

(2) 30 days prior to cancellation if the Company cancels for any other reason.

c. The mailing of notice will be sufficient proof of notice and the effective date of cancellation stated in the notice will become the end of the **Policy Period**. Such notice will be conclusive on all **Insureds**.

d. If this Policy is canceled, earned premium will be computed pro rata. Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. Payment of unearned premium will not be a condition precedent to the effectiveness of cancellation, but such payment will be made as soon as practicable.

e. Delivery of such written notice of cancellation by the first **Named Insured** or the Company will be equivalent to mailing.

2. Nonrenewal

The Company may elect not to renew this Policy by mailing or delivering written notice of nonrenewal to the first **Named Insured**, at the address shown in the Declarations. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Such notice will be conclusive on all **Insureds**. Delivery of the notice will be equivalent to mailing.

G. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Company will not effect a waiver or a change in any part of this Policy and will not estop the Company from asserting any right under the terms of this Policy. The terms of this Policy will not be waived or changed except by written endorsement issued to form a part of this Policy, and this Policy embodies all agreements existing between the **Insureds** and the Company or any of its agents relating to this insurance.

H. Dispute Resolution

If the Company and the **Insured** do not agree whether coverage is provided under this Policy for a **Claim** made against any **Insured**, or do not agree on the amount of **Business Income Loss** or **Extra Expense**, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the jurisdiction in which the **Named Insured's** address shown in the Declarations is located or in a jurisdiction mutually agreed to by the parties. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

I. Entire Agreement

This Policy, the Declarations, the **Application**, and any written endorsements attached hereto will be deemed to be a single unitary contract.

J. Headings

The descriptions in the headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage.

K. Other Insurance

This insurance will be excess of any other valid and collectible insurance available to the **Insured**, whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of insurance provided in this Policy.

L. Prior Consents

The Company and the first **Named Insured** each agree not to unreasonably delay or withhold consent whenever their consent is required under this Policy.

M. Privacy Regulation Mitigation

It is a condition precedent to coverage that the **Insured** will not willfully fail to comply with any **Privacy Regulation** to which the **Named Insured** may be subject by reason of a **Security Event**.

N. Representations

By acceptance of this Policy, the **Insureds** agree:

1. That the information and statements contained in the **Application** are the basis of this Policy and are to be considered as incorporated into and constituting a part of this Policy; and
2. That the information and statements contained in the **Application** are their representations, that they will be deemed material to the acceptance of the risk or hazard assumed by the Company under this Policy, and that this Policy is issued in reliance upon the truth of such representations.

O. Subrogation

In the event of any **Loss** payment or reimbursement under this Policy, the Company will be subrogated to the right of recovery of all **Insureds** to the extent of such payment or reimbursement. The **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

Any amount so recovered, whether effected by the Company or by the **Insured**, will be allocated as follows:

1. First, for the repayment of expenses incurred toward subrogation;
2. Second, for any **Loss** incurred by the **Insured** which is in excess of the amount of the applicable limit of insurance under this Policy and which is excess of any amount paid by any insurer under any other policy;
3. Third, for any damages and claim expenses payment or any loss indemnification or payment by any excess carrier on behalf of the **Insured**;
4. Fourth, for any **Loss** payment made by the Company; and
5. Last, for repayment of the **Insured's** retention.

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASED ECRIME EACH EVENT LIMIT OF INSURANCE – TRAINING SATISFACTION

This endorsement modifies insurance provided under the following:

MARKEL CYBER 360SM INSURANCE POLICY

SCHEDULE

Date of Satisfaction: to be determined at time of event

Specified Phishing and Security Awareness Training Program: to be determined at time of event

In consideration of the premium paid, it is hereby understood and agreed that:

- A.** The following is added to Paragraph **A.1.** Each Event or Claim Limits of Insurance under Section **V** – Limits of Insurance, Retentions, and Waiting Periods:

Increased eCrime Each Event Limit of Insurance

Subject to Paragraph **B.** below, the total liability of the Company under the eCrime Insuring Agreement is increased to two times the eCrime Each Event Limit of Insurance shown in the Declarations, but only with respect to each **eCrime Event**:

- a.** First discovered on or after the Date of Satisfaction shown in the Schedule of this endorsement but before the end of the **Policy Period**; and
- b.** Reported to the Company pursuant to Section **VII** – Reporting, Notice, and Cooperation.

The eCrime Each Event Limit of Insurance shown in the Declarations remains the total liability of the Company for each **eCrime Event** first discovered prior to the Date of Satisfaction shown in the Schedule of this endorsement, regardless of whether such **eCrime Event** was reported to the Company prior to or after the Date of Satisfaction.

- B.** The following is added to Section **X** – Other Conditions:

Training Satisfaction and Verification

It is a condition precedent to the increased limit described in Paragraph **A.** of this endorsement that each of the following conditions are satisfied:

1. Training Satisfaction

The **Named Insured** must ensure that all **Employees**, contractors, and authorized users with access to the **Named Insured's Computer System** participate in the Specified Phishing and Security Awareness Training Program shown in the Schedule of this endorsement, with a minimum frequency of four times per year (quarterly). The training must include education on identifying phishing attempts, recognizing **Social Engineering** techniques, and employing best practices for maintaining a secure cyber environment.

The increased limit will apply after completion of the first quarterly session. However, the **Named Insured** must continue subsequent quarterly sessions for the increased limit to continue to apply.

2. Verification

Upon request, the **Named Insured** must provide to the Company evidence of the completion of the Specified Phishing and Security Awareness Training Program, including, but not limited to, training certificates, attendance records, or other documentation as required by the Company.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT – CALIFORNIA

It is agreed that in the event of the failure of the insurer to pay any amount claimed to be due hereunder, the insurer, at the request of the named insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the insurer's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Melissa DeKoven, Corporation Service Company, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833-3505 and that in any suit instituted against the insurer upon this policy, the insurer will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the insurer hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the named insured or any beneficiary hereunder arising out of this policy, and hereby appoints the above-named as the person to whom the said statutory designee is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (CASUALTY)

This endorsement modifies all commercial liability coverage included in the policy that is subject to Sec. 102, (12) of the federal Terrorism Risk Insurance Act of 2002, as amended:

A. Subject to Paragraphs **B.** and **C.** below, this policy provides coverage for certified acts of terrorism.

As used in this endorsement, certified act of terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a certified act of terrorism include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer deductible under the Terrorism Risk Insurance Act has been met, the insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy, such as losses excluded by a nuclear hazard, war, or military action exclusion.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED DEFINITION – eCRIME EVENT AND SUBLIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

MARKEL CYBER 360SM INSURANCE POLICY

SCHEDULE

eCrime Event	Each Event Sublimit of Insurance
Transfer, Payment, or Electronic Theft:	\$500,000
Social Engineering:	\$500,000
Diversion of Payment, Transfer, or Receivable:	\$500,000
Theft of Telecommunications Services:	\$500,000
Utility Fraud:	\$500,000

A. Section II – Definitions is amended as follows:

1. Definition Q. **eCrime Event** is replaced by the following:

Q. eCrime Event means:

1. A fraudulent entry or alteration of information in the **Named Insured's Computer System** caused by a **Security Incident** resulting in a transfer, payment, or electronic theft of the **Named Insured's** money or securities or **Client Funds**;
2. A fraudulent payment instruction provided by a third party to an **Employee** of the **Named Insured** by any means, including, but not limited to, **Social Engineering** or compromise of business email or any other verbal, written, or electronic instruction, resulting in a transfer of the **Named Insured's** money or securities or **Client Funds** by or on behalf of the **Employee** who relied upon the payment instruction in good faith;
3. A fraudulent payment instruction provided to a third party as a result of a **Security Incident**, resulting in a diversion of a payment, transfer, or receivable of money or securities or **Client Funds** due to the **Named Insured** for goods or services already delivered;
4. Theft or diversion by a third party of telecommunications services provided to the **Named Insured**; and
5. Unauthorized use of the **Named Insured's Computer System** by a third party resulting in increased consumption of the **Named Insured's** internet and electricity services in excess of its normal business operating use, including, but not limited to, **Cryptojacking**.

2. The following definition is added:

Client Funds means money or securities of a client of the **Named Insured** that are held in escrow or trust or are controlled or managed by the **Named Insured**.

- B. The following is added to Paragraph A. Limits of Insurance under Section V – Limits of Insurance, Retentions, and Waiting Periods:

eCrime Loss Sublimits of Insurance

Subject to the eCrime Insuring Agreement Each Event Limit of Insurance shown in the Declarations:

- a. The total liability of the Company for **eCrime Loss** arising out of an **eCrime Event** described in Paragraph 1. of Definition Q. **eCrime Event** will not exceed the Transfer, Payment, or Electronic Theft Each Event Sublimit of Insurance shown in the Schedule of this endorsement;
- b. The total liability of the Company for **eCrime Loss** arising out of an **eCrime Event** described in Paragraph 2. of Definition Q. **eCrime Event** will not exceed the Social Engineering Each Event Sublimit of Insurance shown in the Schedule of this endorsement;
- c. The total liability of the Company for **eCrime Loss** arising out of an **eCrime Event** described in Paragraph 3. of Definition Q. **eCrime Event** will not exceed the Diversion of Payment, Transfer, or Receivable Each Event Sublimit of Insurance shown in the Schedule of this endorsement;
- d. The total liability of the Company for **eCrime Loss** arising out of an **eCrime Event** described in Paragraph 4. of Definition Q. **eCrime Event** will not exceed the Theft of Telecommunications Services Each Event Sublimit of Insurance shown in the Schedule of this endorsement; and
- e. The total liability of the Company for **eCrime Loss** arising out of an **eCrime Event** described in Paragraph 5. of Definition Q. **eCrime Event** will not exceed the Utility Fraud Each Event Sublimit of Insurance shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.