

**COUNTY OF SISKIYOU
CONTRACT FOR SERVICES**

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Sheriff's Office
305 Butte Street
Yreka, CA 96097

And

CONTRACTOR: Catherine Nicka, MD, Sole Proprietor
444 Bruce Street
Yreka, CA 96097

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on **July 1, 2024** and shall terminate on **June 30, 2027**, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Autopsy services including, but not limited to, histology, slide inspection, forensic autopsies, full/partial autopsies, external examinations, and medical record review with County when services are requested. Autopsy services shall be performed in various locations, as specified by County when services are requested. A written report will be produced for each service to the Coroner's Division.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms.

All such services are to be coordinated with County and the results of the work shall be monitored by the Sheriff or designee.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in 3.01, the not to exceed amount of the following:

1. Each "Forensic Autopsy", and accompanying report, shall not exceed **(\$2,000.00)** Two Thousand Dollars and No Cents
2. Each "Full/Partial Autopsy", and accompanying report, shall not exceed **(\$1,150.00)** One Thousand One Hundred Fifty Dollars and No Cents
3. Each "External Autopsy", and accompanying report, shall not exceed **(\$850.00)** Eight Hundred Fifty Dollars and No Cents
4. Each "Medical Record Review", and accompanying report, shall not exceed **(\$250.00)** Two Hundred Fifty Dollars and No Cents

4.02 Invoices: Contractor shall submit original detailed invoices for all services being rendered. Services must be billed quarterly, delivered **no later** than 30 days following the close of each quarter.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

4.05 Payment to Contractor for services rendered is predicated upon full compliance of the Contract. Payment may be withheld if determined Contractor is not in full compliance with terms, conditions, and requirements of Contract.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

5.02 Contract Management: Contractor shall report to the Sheriff or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through worker's compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims

for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 5.06** Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force an automobile policy that meets the California DMV minimum requirements. All insurance required herein shall be provided by a company authorized to do business in the State of California.
- 5.07** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06, and 5.10 are provided to County.**
- 5.08** Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor’s “independent contractor” status

that would establish a liability for failure to make social security and income tax withholding payments.

- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- A. County will not withhold FICA (Social Security) from Contractor's payments.
 - B. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - C. County will not withhold state or federal income tax from payment to Contractor.
 - D. County will not make disability insurance contributions on behalf of Contractor.
 - E. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any

III Process

longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed.

Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

A. Pursuant to the Single Audit Act and the Office of Management and Budget (OMB) Circular A-144, any Contractor who receives a total of \$500,000 or more per year in federal funds for the purpose of carrying out federal programs may be required to complete an annual audit. The funding threshold is aggregate funds from all sources.

If Contractor is subject to Annual Audit requirements, Contractor is required to submit a copy of the completed audit to the Siskiyou County Human Services Agency no later than 30 days after term of Contract, or as otherwise agreed to in writing by County and Contractor.

B. Pursuant to Executive Order 123549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17, Contractor must be in good standing with the federal government, and may not be barred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency for the duration of this Contract, or County may elect to terminate the Contract.

Contractor may not be listed on the Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) prior to or during the Contract. The Contract will not be awarded to Contractor if Contractor appears on the EPLS database as suspended or debarred.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

5.21 Health Insurance Portability and Accountability Act (HIPAA): Contractor shall comply with, and assist SCHSA in complying with, the privacy and security

requirements of the Health Insurance Portability and Accountability Act (HIPAA), as follows.

- A. Use or Disclosure of Protected Health Information:** Contractor may use or disclose protected health information (PHI) to perform its obligations under the Contract, provided that such use or disclosure does not violate this Agreement, is not prohibited by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the provisions of Title 42, United States Code, Section 1320d et seq. and Title 45, Code of Federal Regulations (C.F.R.), Parts 142, 160, 162 and 164, or does not exceed the scope of how County could use or disclose the information.

Contractor shall not use, disclose or allow the disclosure of PHI except as permitted herein or as required or authorized by law. Contractor shall implement appropriate safeguards to prevent use or disclosure of PHI other than as provided herein. At the request of and in the time and manner designated by County, Contractor shall provide access to PHI in a designated record set as required by 45 C.F.R. Section 164.524. Contractor shall report to County any use or disclosure of PHI not provided for herein or HIPAA regulations.

If Contractor provides PHI to a third party, including officers, agents, employees, volunteers, contractors and subcontractors, pursuant to the terms of the Contract, Contractor shall ensure that the third party complies with all HIPAA regulations and the terms set forth herein.

- B. Documentation and Accounting of Uses and Disclosures:** Contractor shall document any disclosures of PHI in a manner that would allow County to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. Section 164.528. Contractor shall provide County, in a time and manner designated by County, all information necessary to respond to a request for an accounting of disclosures of PHI.
- C. Amendments to Designated Record Sets:** In accordance with 45 C.F.R. Section 164.526, Contractor agrees to amend PHI in its possession as requested by an individual or as directed by County, in a time and manner designated by County.
- D. Access to Records:** Contractor shall make available to County or the Secretary of the United States Department of Health and Human Services (HHS), in the time and manner designated by County or HHS, any records related to the use, disclosure and privacy protections of PHI for the purpose of investigating or auditing County's compliance with HIPAA regulations.
- E. Termination of Agreement:** Upon County's knowledge of a material breach of these provisions or HIPAA regulations, County shall, at its option, either

provide Contractor with an opportunity to cure the breach or immediately terminate this Contract. If Contractor is given an opportunity to cure the breach but fails to do so within the time specified by County, County may terminate the Contract without further notice.

F. Destruction of PHI: Upon termination of this Contract, Contractor shall return to County all PHI required to be retained and return or destroy all other PHI to comply with HIPAA regulations. This provision shall apply to PHI in the possession of Contractor's officers, agents, employees, volunteers, contractors and subcontractors who shall retain no copies of the PHI. If Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide County with notice specifying the conditions that make return or destruction not feasible. If County agrees that return of the PHI is not feasible, Contractor shall continue to extend the protections of this provision to the PHI for so long as Contractor or its officers, agents, employees, volunteers, contractors or subcontractors maintain such PHI.

5.22 Nondiscrimination: Contractor agrees to the terms and conditions set forth in the "Nondiscrimination in State and Federally-Assisted Programs".

5.23 Grievance Procedure: If Contractor is required by ordinance, regulation, policy, the California Department of Social Services, County or other authority to have a procedure for filing and considering grievances, Contractor shall provide County with a copy of Contractor's grievance procedure prior to providing services under this Contract.

5.24 Child Abuse and Neglect Reporting: Contractor shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. Contractor's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

5.25 Confidentiality: All information and records obtained in the course of providing services under this Agreement shall be confidential pursuant to Section 5328 of the Welfare and Institutions Code in accordance with applicable State and Federal law.

5.26 Patients' Rights: Contractor shall give the patients notice of their rights pursuant to and in compliance with: California Welfare and Institutions Code Section 5323; California Administrative Code, Title 9, Chapter 1, Subchapter 4, Article 6. In addition, in all facilities providing the services described herein, the Contractor shall have prominently posted in the predominant languages of the community a list of the patient's rights.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

7.04 Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts

between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: (Section Removed)
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

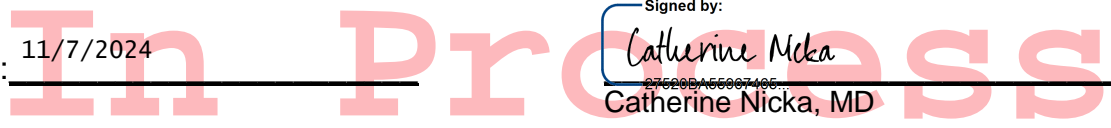
By: _____
Deputy

CONTRACTOR: Catherine Nicka, MD,
Sole Proprietor

Date: 11/7/2024

Signed by:
Catherine Nicka

Catherine Nicka, MD



License No.: A171729
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. on file

ACCOUNTING:
Fund **1002** Organization **202010** Account **723000**

If not to exceed, include amount not to exceed: \$.01

F/Y	24/25	1002-202010-723000	\$0.01	E# _____
F/Y	25/26	1002-202010-723000	\$0.01	E# _____
F/Y	26/27	1002-202010-723000	\$0.01	E# _____



DECLARATIONS

MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

NOTICE: COVERAGE UNDER INSURING AGREEMENTS A., B., D., E., F. AND G. OF THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENT C. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY.

These Declarations and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V30D5A230301

Item 1. **Named Insured:** Catherine Nicka
Address: 444 Bruce Street
 Yreka, CA 96097

Item 2. **Policy Period**
From: 18-Nov-2023
To: 18-Nov-2024

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1 above.

Item 3. **Limit of Liability**

- A. Each **Claim** Limit of Liability, including **Claims Expenses:** \$1,000,000
- B. **Policy Aggregate Limit of Liability**
 (Aggregate for all coverages combined,
 including **Claims Expenses**) but sublimited to: \$1,000,000
- C. Aggregate sublimit of liability applicable to Insuring
 Agreement C. (Privacy Notification Costs): \$1,000,000



- D. Aggregate sublimit of liability applicable to Insuring Agreement D. (Regulatory Defense and Penalties) including **Claims Expenses**: \$1,000,000
- E. Aggregate sublimit of liability applicable to Insuring Agreement E. (PCI Fines, Expenses and Costs): \$1,000,000

The above sublimits of liability are part of, and not in addition to, the overall **Policy Aggregate Limit of Liability**.

Item 4. **Retention**

- A. Each **Claim Retention** (including each **Claim** in the form of a **Regulatory Proceeding**), includes **Claims Expenses**: \$2,500
- B. Insuring Agreement C. (Privacy Notification Costs)
 - Each incident, event or related incidents or events giving rise to an obligation to pay **Privacy Notification Costs**: \$0

Item 5. **Premium** \$2,010

Item 6. **Retroactive and Continuity Dates**

- A. Retroactive Date: 18-Nov-2021
- B. Continuity Date: 18-Nov-2021

Item 7. **Optional Extension Period**

- A. Premium for Optional Extension Period: 100% of the total premium as for the Policy
- B. Length of Optional Extension Period: 12 Months

Item 8. **Notification under this Policy**

- A. Beazley Group
 - Attn: Cyber & Tech Claims Group
 - 45 Rockefeller Plaza, 16th Floor
 - New York, NY 10111
 - cyber&techclaims@beazley.com
- B. All other notices under this Policy shall be given to
 - Beazley USA Services, Inc.
 - 30 Batterson Park Road
 - Farmington, CT 06032
 - Tel: (860) 677-3700
 - Fax: (860) 679-0247



Item 9. **Professional Services**

expert witness services and testimony; forensic pathology services

Item 10. **Endorsements Effective at Inception**

- 1. BICMU05090406 Nuclear Exclusion
- 2. BICMU05070406 War and Civil War Exclusion
- 3. A01529CA 062016 ed. California Amendatory Endorsement
- 4. E02804 032011 ed. Sanction Limitation and Exclusion Clause
- 5. E00358 062016 ed. Aggregate/Maintenance Retention Endorsement
- 6. E00512 062016 ed. Specified Services Exclusions
- 7. E08349 062016 ed. Electronic Crime Endorsement
- 8. E03596 062016 ed. Expanded Forensic Science and Expert Witness Services Endorsement
- 9. E08357 062016 ed. First Party Computer Security Coverage Endorsement
- 10.E08350 062016 ed. Telecommunications Fraud Endorsement

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.

In Process

Authorized Representative

17-Nov-2023

Date

Secretary

President



MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

NOTICE: COVERAGE UNDER INSURING AGREEMENTS A., B., D., E., F. AND G. OF THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENT C. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE UNDERWRITERS DURING THE POLICY PERIOD OR AS OTHERWISE PROVIDED IN CLAUSE X. OF THIS POLICY.

Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

The Underwriters agree with the **Named Insured**, set forth in Item 1. of the Declarations made a part hereof, in consideration of the payment of the premium and reliance upon the statements in the **Application** to this Insurance Policy (hereinafter referred to as the "Policy" or "Insurance") and subject to all the provisions, terms and conditions of this Policy:

I. INSURING AGREEMENTS

A. Professional Liability

In Process

To pay on behalf of any **Insured**:

Damages and Claims Expenses, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy, arising out of any:

1. negligent act, error, omission, misstatement, misleading statement or misrepresentation in rendering or failing to render **Professional Services**;
2. unintentional breach of a contractual obligation to perform **Professional Services**;

that takes place on or after the Retroactive Date and before the end of the **Policy Period** by the **Insured** or by any person or entity for whose negligent act, error, omission, misstatement, misleading statement, misrepresentation or unintentional breach of contract the **Insured Organization** is legally responsible.

B. Information Security & Privacy Liability

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim**, including a **Claim** for violation of a **Privacy Law**, first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy, for:

1. theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization**, or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is legally responsible (a third party shall include a Business Associate as defined by the Health Insurance Portability and Accountability Act ("HIPAA")), provided such theft, loss or **Unauthorized Disclosure** first takes place on or after the Retroactive Date and before the end of the **Policy Period**;
2. one or more of the following acts or incidents that directly result from a failure of **Computer Security** to prevent a **Security Breach**, provided that such act or incident first takes place on or after the Retroactive Date and before the end of the **Policy Period**:
 - (a) the alteration, corruption, destruction, deletion or damage to data stored on **Computer Systems**;
 - (b) the failure to prevent transmission of malicious code from **Computer Systems** to computer or network systems that are not owned, operated or controlled by an **Insured**; or
 - (c) the participation by the **Insured Organization's Computer System** in a denial of service attack directed against computer or network systems that are not owned, operated or controlled by an **Insured**;
3. the **Insured Organization's** failure to timely disclose an incident described in B.1., or B.2., above in violation of any **Breach Notice Law**; provided such incident giving rise to the **Insured Organization's** obligation under a **Breach Notice Law** must first take place on or after the Retroactive Date and before the end of the **Policy Period**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of a person's **Personally Identifiable Information**;
 - (b) requires the **Insured Organization** to provide access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made by a person;
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;
 - (d) prevents or prohibits improper, intrusive or wrongful collection of **Personally Identifiable Information** from a person;

In Process

- (e) requires notice to a person of the **Insured Organization's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Information**; or
- (f) provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Insured Organization's** collection or use his or her **Personally Identifiable Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must first take place on or after the Retroactive Date and before the end of the **Policy Period**, and the **Insured Organization** must, at the time of such acts, errors or omissions, have in force a **Privacy Policy** that directly addresses those subsections above that are relevant to such **Claim**; or

- 5 failure by the **Insured** to administer (a) an identity theft prevention program required by regulations and guidelines promulgated pursuant to 15 U.S.C. §1681m(e), as amended, or (b) an information disposal program required by regulations and guidelines promulgated pursuant to 15 U.S.C. §1681W, as amended; provided the acts, errors or omissions that constitute such failure must first take place on or after the Retroactive Date and before the end of the **Policy Period**.

C. Privacy Notification Costs

To pay the **Named Insured** for:

Privacy Notification Costs, in excess of the **Retention** and incurred by the **Insured Organization**, resulting from the **Insured Organization's** legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Agreement B.1., or B.2., that first takes place on or after the Retroactive Date and before the end of the **Policy Period**, is discovered by the **Insured** during the **Policy Period**, and is reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy.

Privacy Notification Costs means the following reasonable and necessary costs incurred with the Underwriters' prior consent within one (1) year of the **Insured Organization** reporting the incident or suspected incident to the Underwriters:

- 1. for **Computer Expert Services**;
- 2. for **Legal Services**;
- 3. to provide notification to:
 - (a) individuals who are required to be notified by the **Insured Organization** under the applicable **Breach Notice Law**; or
 - (b) in the Underwriters' discretion, individuals affected by an incident in which their **Personally Identifiable Information** has been subject to theft, loss or **Unauthorized Disclosure** in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;
- 4. for **Call Center Services**;

5. up to one hundred thousand United States dollars (USD 100,000) for the costs of a public relations consultancy for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation; and
6. for a **Credit Monitoring Product** or **Identity Monitoring Product**, provided all such costs payable under this subsection 6. must be for the purpose of mitigating potential **Damages** or **Penalties** resulting from the theft, loss or **Unauthorized Disclosure of Personally Identifiable Information**.

Privacy Notification Costs will only be paid in excess of the applicable **Retention** and shall not include any internal salary or overhead expenses of the **Insured Organization**.

D. Regulatory Defense and Penalties

To pay on behalf of the **Insured**:

Claims Expenses and **Penalties** in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding**, first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy, for violation of a **Privacy Law** and caused by an incident described in Insuring Agreement B.1., B.2., or B.3., that first takes place on or after the Retroactive Date and before the end of the **Policy Period**.

E. PCI Fines, Expenses and Costs

To indemnify the **Insured** for **PCI Fines, Expenses and Costs**, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy. Coverage under this Insuring Agreement is sublimited to the amount set forth Item 3.E. of the Declarations, and the Underwriters shall have no duty to defend any **Claim** or pay **Claims Expenses** with respect to any **Claim** under this Insuring Agreement.

F. Personal Injury Liability

To pay on behalf of the **Insured**:

Damages and **Claims Expenses**, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay because of liability resulting from any **Claim** first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy, for one or more of the following acts first committed on or after the Retroactive Date and before the end of the **Policy Period** in the course of the **Insured Organization's** performance of **Professional Services**:

1. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or of publicity;
3. misappropriation of any name or likeness for commercial advantage;

4. false arrest, detention or imprisonment; or
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or wrongful eviction.

G. Website Media Content Liability

To pay on behalf of the **Insured**:

Damages and Claims Expenses, in excess of the **Retention**, which the **Insured** shall become legally obligated to pay resulting from any **Claim** first made against any **Insured** during the **Policy Period** or Optional Extension Period (if applicable) and reported in writing to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy, for one or more of the following acts first committed on or after the Retroactive Date and before the end of the **Policy Period** in the course of the **Insured Organization's** display of **Media Material** on its web site or on social media web pages created and maintained by or on behalf of the **Insured Organization**:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark, or service name; or
7. improper deep-linking or framing within electronic content.

In Process

II. SUPPLEMENTARY PAYMENTS

Upon the Underwriters request, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of a **Claim**. The Underwriters shall reimburse the **Insured**, upon written request, for actual loss of earnings and reasonable expenses due to such attendance up to \$500 for each day in the aggregate for all **Insureds** subject to a maximum amount of \$25,000 for each **Claim**.

These supplementary payments are separate from and in addition to the **Policy Aggregate Limit of Liability**.

III. DEFENSE AND SETTLEMENT OF CLAIMS

- A. The Underwriters shall have the right and duty to defend, subject to all the provisions, terms and conditions of this Policy:
 1. any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent;

2. any **Claim** in the form of a civil suit against the **Insured** that seeks injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) for one or more of the acts listed in Insuring Agreement F. and if:
 - (a) the **Claim** is first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period** or Optional Extension Period (if applicable); and
 - (b) the act or acts were committed on or after the Retroactive Date and before the end of the **Policy Period** in the course of the **Insured's** performance of **Professional Services**.
3. under Insuring Agreement D., any **Claim** in the form of a **Regulatory Proceeding**.

Defense counsel shall be mutually agreed upon between the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision shall be final.

B. With respect to any **Claim** against the **Insured** seeking **Damages** or **Penalties** which are payable under the terms of this Policy, the Underwriters will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Loss** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Loss** shall be applied against the **Retention** payable by the **Insured**.

C. If the **Insured** shall refuse to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages**, **Penalties** and **Claims Expenses** shall not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining **Retention**, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. fifty percent (50%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus fifty percent (50%) of any **Damages** or **Penalties** above the amount for which the **Claim** could have been settled. The remaining fifty percent (50%) of such **Claims Expenses**, **Damages** or **Penalties** must be borne by the **Insured** at their own risk and uninsured;

or the applicable Limit of Liability, whichever is less, and the Underwriters shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** (or **Penalties** for **Claims** covered under Insuring Agreement D.) shall not be considered in determining the amount for which a **Claim** could have been settled.

D. Subject to the Limit of Liability of this Policy, the Underwriters shall pay all premiums on bonds to release attachments, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any suit, all interest accruing prior to and after entry of judgment until Underwriters have paid, tendered or deposited in courts such part of such judgment as does not exceed the Underwriters' Limit of Liability.

- E. The Underwriters agree that the **Insured** may settle any **Claim** where the **Damages** and **Claims Expenses** do not exceed the **Retention**, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all the **Insureds** from all claimants.

IV. THE INSURED AND THE INSURED ORGANIZATION

As used throughout this Policy, whether expressed in singular or plural, "**Insured**" shall mean:

- A. The Named Insured listed in Item 1. of the Declarations (the "**Named Insured**") and any **Subsidiaries** of the **Named Insured** (together the "**Insured Organization**");
- B. A director, **Manager** or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- C. An employee (including a volunteer, intern, part time, temporary, leased or seasonal employee) or **Independent Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her duties or employment for the **Insured Organization** and related to the conduct of the **Insured Organization's** business;
- D. A principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- E. Any person who previously qualified as an **Insured** under IV.B., IV.C., or IV.D., above prior to the termination of the required relationship with the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- F. An entity that has **Management Control** over the **Named Insured** (a **Parent Organization**), but only with respect to the vicarious liability of such entity for the **Named Insured**;
- G. An **Additional Insured**, but only with respect to the vicarious liability of such person or entity for the **Insured Organization**;
- H. The estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance; and
- I. The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States, of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

V. TERRITORY

This Insurance applies to **Claims** made and acts, errors or omissions committed, or **Loss** occurring anywhere in the world.

VI. EXCLUSIONS

The coverage under this Insurance does not apply to any **Claim** or **Loss**:

- A. For, arising out of or resulting from any criminal, dishonest, fraudulent or malicious act, error or omission, intentional **Security Breach**, intentional violation of a **Privacy Policy** or intentional or knowing violation of the law, if committed by any **Insured**, or by others if such **Insured** colluded or participated in any such conduct or activity.

This exclusion shall not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the **Insured**, or written admission by the **Insured** establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse the Underwriters for all **Claims Expenses** incurred defending the **Claim** and the Underwriters shall have no further liability for **Claims Expenses**; or
 2. a **Claim** or **Loss** against a natural person **Insured** if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**;
- B. For, arising out of or resulting from any act, error, omission, incident, failure of **Computer Security** or **Security Breach** committed or occurring prior to the inception date of this Policy:
1. if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error, omission, incident, failure of **Computer Security** or **Security Breach** might be expected to be the basis of a **Claim** or **Loss**; or
 2. in respect of which any **Insured** has given notice of a circumstance which might lead to a **Claim** or **Loss** to the insurer of any other policy in force prior to (i) the inception date of this Policy, or (ii) if this Policy is a renewal, the inception date of the first consecutive policy issued by the Underwriters of which this Policy is a renewal;
- C. For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events where the first such act, error, omission, incident or event was committed or occurred prior to the Retroactive Date;
- D. For or arising out of or resulting from:
1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death; or
 2. physical injury to or destruction of any tangible property, including the loss of use thereof; provided that electronic data shall not be considered tangible property for purposes of this exclusion;

- E. For, arising out of or resulting from any obligation under or breach of any contract or agreement, except:
1. to an otherwise covered **Claim** under Insuring Agreements A.; or
 2. with respect to Insuring agreement B.1., to an obligation to maintain the confidentiality or security of **Personally Identifiable Information** or of **Third Party Information** (provided this exception E.2., does not apply to any obligation under a **Merchant Services Agreement**); or
 3. to **Computer Expert Services** or **Legal Services** covered under Insuring Agreement C.; or
 4. to **PCI Fines, Expenses and Costs** covered under Insuring Agreement E.; or
 5. with respect to Insuring Agreement G.4., to misappropriation of ideas under an implied contract; or
 6. to the extent the **Insured** would have been liable in the absence of such contract or agreement;
- F. Under Insuring Agreement A., for, arising out of or resulting from liability assumed in any hold harmless or indemnity agreement other than a hold harmless or indemnity agreement with respect to intellectual property rights or breaches of the confidentiality of information of any third party;
- G. For or arising out of or resulting from:
1. breach of any express warranty or representation except for an agreement to perform within a reasonable standard of care or skill consistent with applicable industry standards, or breach of any other contractual obligation which goes beyond an express or implied duty to exercise a degree of care or skill as is consistent with applicable industry standards;
 2. breach of guarantee or any promises of cost savings, profits or return on investment; or
 3. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time, but this exclusion shall not apply if such delay or failure to deliver or perform is a consequence of a negligent act, error or omission committed during the course of providing **Professional Services** if the **Insured** has made diligent efforts to deliver or perform such **Professional Services**;
- H. For, arising out of or resulting from:
1. inaccurate, inadequate or incomplete description of the price of goods, products or services;
 2. cost guarantees, cost representations or contract price estimates of probable costs or cost estimates actually or allegedly being exceeded;
 3. the failure of goods, products or services to conform with any represented quality or performance contained in **Advertising**; or

4. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
- I. For, arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for:
1. the reprinting, recall, removal or disposal of any **Media Material**, including any media or products containing such **Media Material**; or
 2. the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:
 - (a) work product resulting from or incorporating the results of **Professional Services**; or
 - (b) any products or other property on which **Professional Services** are performed;

however, this exclusion shall not apply to third party **Claims** for the resulting loss of use of such **Media Material**, or loss of use of the work product resulting from such **Professional Services**;

- J. For, arising out of or resulting from any failure or malfunction of electrical or telecommunications infrastructure or services, unless under the **Insured Organization's** operational control;

- K. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act or the Robinson-Patman Act, as amended;

- L. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices, or violation of consumer protection laws; however this exclusion does not apply to:
1. any **Claim** covered under Insuring Agreements B.1., B.2., B.3. or D., that results from a theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information**; or
 2. coverage for **Privacy Notification Costs** provided under Insuring Agreement C.;

provided that no member of the **Control Group** participated or is alleged to have participated or colluded in such theft, loss or **Unauthorized Disclosure**;

- M. For, in connection with or resulting from a **Claim** brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered **Claim**: (i) made against the **Insured Organization** by a government entity solely in its capacity as a customer of the **Insured Organization**; or (ii) under Insuring Agreement D.;

- N. For, arising out of or resulting from any actual or alleged:
1. infringement of patent or patent rights or misuse of patent;
 2. misappropriation of trade secret arising out of or related to any goods or products;

3. under Insuring Agreement B., use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by or on behalf of the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;
 4. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date he or she became an employee, officer, director, **Manager**, principal, partner or **Subsidiary of the Insured Organization**; or
 5. under Insuring Agreement B.2., theft of or **Unauthorized Disclosure** of data;
- O. For, arising out of or resulting from any of the following:
1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
 2. any actual or alleged violation of any securities law, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002 or any "Blue Sky" laws;
 3. any regulation promulgated under any the foregoing laws; or
 4. any federal, state, local or foreign laws or legislation similar to the foregoing laws;
- however, this exclusion does not apply to any otherwise covered **Claim** under Insuring Agreements B.1., B.2., or B.3., or to paying **Privacy Notification Costs** under Insuring Agreement C., that results from a theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information**, provided that no member of the **Control Group** participated or colluded in, or is alleged to have participated or colluded in such theft, loss or **Unauthorized Disclosure**;
- P. For, arising out of or resulting from a **Claim** by or on behalf of one or more **Insureds** under this Insurance against any other **Insured** or **Insureds** under this Insurance; provided, this exclusion shall not apply to an otherwise covered **Claim** (i) brought by or on behalf of an **Additional Insured**; or (ii) under Insuring Agreements B.1., B.2., or B.3., made by a current or former employee of the **Insured Organization**;
- Q. For, arising out of or resulting from any **Claim** made by, or the provision of services or products to, any business enterprise in which any **Insured** has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the **Named Insured**; or any **Insured's** activities as a trustee, partner, member, **Manager**, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **Insured Organization**;

R. In relation to the **Insured's** capacity as an employer only; for, arising out of or resulting from:

1. any employment or labor relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person.

Provided, that this exclusion shall not apply to an otherwise covered **Claim** under Insuring Agreements B.1., B.2. or B.3., by a current or former employee of the **Insured Organization**, or to **Privacy Notification Costs** involving current or former employees of the **Insured Organization**;

2. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any regulation promulgated under the foregoing laws, any similar law or legislation of any state, province or other jurisdiction or foreign laws, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation; or

3. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA) and any regulation promulgated under the foregoing law, any similar law or legislation of any state, province or other jurisdiction or foreign laws, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation; however, this exclusion does not apply to any otherwise covered **Claim** under Insuring Agreements B.1., B.2., or B.3., or to paying **Privacy Notification Costs** under Insuring Agreement C., that results from a theft, loss or **Unauthorized Disclosure of Personally Identifiable Information**, provided that no member of the **Control Group** participated or colluded in, or is alleged to have participated or colluded in such theft, loss or **Unauthorized Disclosure**;

S. For, arising out of or resulting from any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

T. For, arising out of or resulting from any actual or alleged (a) unlawful distribution of email, direct mail, text messages or facsimiles, (b) unlawful telemarketing, or (c) eavesdropping, wiretapping or unlawful audio or unlawful video recording, if any of the above is done by or on behalf of the **Insured Organization**;

U. For, arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or **Manager** in the discharge of their duty if the **Claim** is brought by or on behalf of the **Named Insured**, a **Subsidiary** or any principals, directors, officers, **Managers**, stockholders, members or employees of the **Named Insured** or a **Subsidiary** in his or her capacity as such;

V. For, arising out of or resulting from:

1. the actual or alleged obligation to make licensing fee or royalty payments, including but limited to the amount or timeliness of such payments;
2. any right asserted or **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.;
3. any **Claim** brought by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

W. For, arising out of or resulting from any of the following:

1. trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

X. Either in whole or in part, directly or indirectly, arising out of or resulting from, in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

VII. DEFINITIONS

Wherever used in this Policy in bold face type, the following definitions shall apply.

A. **Additional Insured** means:

1. any natural person or entity that the **Insured Organization** has expressly agreed in writing to add as an **Additional Insured** under this Policy prior to the commission or occurrence of any act, error or omission or incident for which such person or entity would be provided coverage for under this Policy; and
2. any other person or entity added as an **Additional Insured** by endorsement to this Policy;

but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under this Policy had such **Claim** been made against the **Insured Organization**.

- B. **Advertising** means material which promotes the product, service or business of the **Insured Organization** or others.
- C. **Application** means all applications, including any attachments thereto, and all other information and materials submitted or specifically referenced by or on behalf of the **Insured** to the Underwriters in connection with the underwriting of this Policy, or prior policies of which this Policy is a renewal.
- D. **Breach Notice Law** means any federal, state, local or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Information** was accessed or reasonably may have been accessed by an unauthorized person.
- E. **Call Center Services** means the provision of a call center to answer calls, from individuals to whom notice of an incident is provided pursuant to Insuring Agreement C.3., during standard business hours for a period of up to ninety (90) days following notification (or longer if required by applicable law or regulation) of such incident.
- F. **Claim** means:
1. a written demand received by any **Insured** for money or services, including the service of a suit or institution of arbitration proceedings;

2. a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction).
3. with respect to coverage provided under Insuring Agreement D., only, institution of a **Regulatory Proceeding** against any **Insured**; and
4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim** described above.

Multiple **Claims** arising from the same or a series of related or repeated acts, errors or omissions, or from any continuing acts, errors or omissions, or from multiple **Security Breaches** arising from a failure of **Computer Security**, shall be considered a single **Claim** for the purposes of this Policy, irrespective of the number of claimants or **Insureds** involved in the **Claim**. All such **Claims** shall be deemed to have been made at the time of the first such **Claim**.

G. **Claims Expenses** means:

1. reasonable and necessary fees charged by an attorney designated pursuant to Clause III., Defense and Settlement of Claims, paragraph A.;
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim**, suit or proceeding arising in connection therewith, or circumstance which might lead to a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters.

Claims Expenses do not include any salary, overhead or other amounts charged or incurred by the **Insured** in assisting the Underwriters or cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy or costs to comply with any regulatory orders, settlements or judgments.

H. **Computer Expert Services** means costs for:

1. a computer security expert to determine the existence and cause of an actual or suspected electronic data breach which may require the **Insured Organization** to comply with a **Breach Notice Law** and to determine the extent to which such information was accessed by an unauthorized person or persons;
2. a PCI Forensic Investigator that is approved by the PCI Security Standards Council and is retained by the **Insured Organization** in order to comply with the terms of a **Merchant Services Agreement** to investigate the existence and extent of an actual or suspected compromise of credit card data; and in the Underwriters' discretion, where a computer security expert described in 1. above has not been retained, for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator; and
3. a computer security expert, up to USD 50,000 (which amount is part of and not in addition to the sublimit of coverage stated in Item 3.C. of the Declarations), to demonstrate the **Insured's** ability to prevent a future electronic data breach as required by a **Merchant Services Agreement**.

- I. **Computer Security** means software, computer or network hardware devices, as well as the **Insured Organization's** written information security policies and procedures, the function or purpose of which is to prevent **Unauthorized Access or Use**, a denial of service attack against **Computer Systems**, infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
- J. **Computer Systems** means computers, any software residing on such computers and associated input and output devices, data storage devices, networking equipment and back up facilities:
1. operated by and either owned by or leased to the **Insured Organization**; or
 2. systems operated by a third party service provider and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data, pursuant to written contract with the **Insured Organization** for such services.
- K. **Continuity Date** means (i) the date stated in Item 6.B. of the Declarations with respect to the **Named Insured** and any **Subsidiaries** acquired before the date stated in Item 6.B. of the Declarations; or (ii) with respect to any **Subsidiaries** acquired after the date stated in Item 6.B. of the Declarations, the date the **Named Insured** acquired such **Subsidiary**.
- L. **Control Group** means any principal, partner, corporate officer, director, **Manager**, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.
- M. **Credit Monitoring Product** means a product that provides one (1) year of credit file monitoring, plus mailing and other reasonable third party administrative costs associated with offering such product to individuals whose **Personally Identifiable Information** was compromised or reasonably believed to be compromised as a result of a theft, loss or **Unauthorized Disclosure** in an incident that gives rise to notification of such individual pursuant to Insuring Agreement C.3.
- N. **Damages** means a monetary judgment, award or settlement, provided that the term **Damages** shall not include or mean:
1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
 2. return or offset of fees, charges or commissions for goods or services already provided or contracted to be provided; but this limitation does not apply to any return or offset of fees, charges or commissions that serves as a contractual measure, cap or limitation of liability if such amounts are otherwise covered **Damages** under Insuring Agreement A.;
 3. costs incurred by the **Insured** to correct, re-perform or complete any **Professional Services**;
 4. taxes or loss of tax benefits;

5. fines, sanctions or penalties;
 6. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
 7. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
 8. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement; or
 9. any amounts for which the **Insured** is not liable or for which there is no legal recourse against the **Insured**.
- O. **Identity Monitoring Product** means the offering of a product or service that provides up to one (1) year of monitoring of the internet for the possible presence of an individual's **Personally Identifiable Information** that was compromised or reasonably believed to be compromised as a result of theft, loss or **Unauthorized Disclosure** in the incident giving rise to notification of such individual pursuant to Insuring Agreement C.3.
- P. **Independent Contractor** means any natural person independent contractor who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of an alleged act, error or omission by any such **Independent Contractor**.
- Q. **Legal Services** means fees charged by an attorney:
1. to determine the applicability of and actions necessary for the **Insured Organization** to comply with **Breach Notice Laws** due to an actual or reasonably suspected theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information**; and
 2. to advise the **Insured Organization** in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to the **Insured Organization's** merchant bank under the terms of a **Merchant Services Agreement**, but **Legal Services** does not include fees incurred in any legal proceeding, arbitration or mediation, or any advice in responding to credit card system operating regulations after any assessment of **PCI Fines, Expenses and Costs**.
- R. **Loss** means **Damages, Claims Expenses, Privacy Notification Costs, Penalties** and **PCI Fines, Expenses and Costs**.
- S. **Management Control** means:
1. owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of an entity's directors (in the case of a corporation), members of the board of managers (in the case of a limited liability company), management committee members (in the case of a joint venture or partnership) or persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States; or

2. having the right, pursuant to a written contract or the bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of: the board of directors of a corporation; the management committee of a joint venture or partnership; the management board of a limited liability company; or persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States.

T. **Manager** means a manager of a limited liability company.

U. **Media Communication** means the display, broadcast, dissemination, distribution or release of **Media Material** to the public by the **Insured Organization**.

V. **Media Material** means words, sounds, numbers, images, graphics or other information in any form, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in a **Media Communication**.

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

X. **PCI Fines, Expenses and Costs** means the direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed by the **Insured Organization** under the terms of a **Merchant Services Agreement**, but only where such fines, penalties, reimbursements, fraud recoveries or assessments result both from the **Insured Organization's** actual or alleged noncompliance with published PCI Data Security Standards and from a data breach caused by an incident (or reasonably suspected incident) described in Insuring Agreement B.1., or B.2.; provided, that the term **PCI Fines, Expenses and Costs** shall not include or mean any charge backs, interchange fees, discount fees or prospective service fees.

Y. **Penalties** means:

1. any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity; the insurability of **Penalties** shall be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**; and

2. amounts which the Insured is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund"); but shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an event covered pursuant to Insuring Agreements B.1., B.2., or B.3.;

but shall not mean (a) costs to remediate or improve **Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** from theft, loss or disclosure, even if it is in response to a regulatory proceeding or investigation.

Z. **Personally Identifiable Information** means:

1. information concerning the individual that constitutes “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including “protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act;
3. information concerning the individual that is defined as private personal information under statutes enacted to protect such information in foreign countries, for **Claims** subject to the law of such jurisdiction;
4. information concerning the individual that is defined as private personal information under a **Breach Notice Law**;
5. education records as defined by the Family Educational Rights and Privacy Act (FERPA), which are directly related to an individual’s attendance as a student; or
6. the individual’s drivers license or state identification number; social security number; unpublished telephone number; and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual’s financial account or medical record information.

Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public from government records.

- AA. **Policy Period** means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration or cancellation of this Insurance and specifically excludes any Optional Extension Period or any prior policy period or renewal period.
- BB. **Privacy Law** means a federal, state or foreign statute or regulation requiring the **Insured Organization** to protect the confidentiality and/or security of **Personally Identifiable Information**.
- CC. **Privacy Policy** means the **Insured Organization’s** publicly available written statement of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.
- DD. **Professional Services** means those services scheduled in Item 9. of the Declarations performed for others by or on behalf of the **Insured Organization** for a fee, but does not include work or activities performed by or on behalf of the **Insured Organization** or for the **Insured Organization** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker or civil or structural engineer.
- EE. **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity in connection with such proceeding.
- FF. **Retention** means the applicable retention for each **Claim** or incident as specified in Item 4. of the Declarations.

GG. **Security Breach** means:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack against **Computer Systems** or computer systems that are not owned, operated or controlled by an **Insured**; or
3. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**;

regardless of whether any of the foregoing is a specifically targeted or generally distributed attack.

A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing failure of **Computer Security**, shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

HH. **Subsidiary** means any corporation, limited liability company, joint venture or partnership while the **Named Insured** has **Management Control** over such entity, if the **Named Insured**:

1. had **Management Control** over such entity on the inception date of this Policy or such entity was an insured under a policy issued by the Underwriters of which this Policy is a renewal;
2. acquires **Management Control** after the inception date of this Policy, provided the revenues of the entity do not exceed fifteen percent (15%) of the **Named Insured's** annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**; or
3. acquires **Management Control** after the inception date of this Policy, provided that if the revenues of the entity exceed fifteen percent (15%) of the **Named Insured's** annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**, the provisions of Clause XVI., Mergers and Acquisitions, must be fulfilled;

provided, that this Policy only provides coverage for acts, errors, omissions, incidents or events that take place while the **Named Insured** has **Management Control** over such entity.

II. **Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the **Insured** subject to a fully executed written confidentiality agreement or which the **Insured Organization** is legally required to maintain in confidence; however, **Third Party Information** shall not include **Personally Identifiable Information**.

JJ. **Unauthorized Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorized person or persons or the use of **Computer Systems** in an unauthorized manner.

- KK. **Unauthorized Disclosure** means the disclosure (including disclosure resulting from phishing) of or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge, consent or acquiescence of any member of the **Control Group**.

VIII. LIMIT OF LIABILITY

- A. The Each **Claim** Limit of Liability stated in Item 3.A. of the Declarations is the Underwriters' limit of liability for all **Loss** payable under this Policy arising out of Each **Claim**.
- B. The Policy Aggregate Limit of Liability stated in Item 3.B. of the Declarations (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss** payable under this Policy.
- C. The sublimit of liability stated in Item 3.C. of the Declarations is the aggregate limit of liability payable under this Policy for all **Privacy Notification Costs** covered under Insuring Agreement C., and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.
- D. The sublimit of liability stated in Item 3.D. of the Declarations is the aggregate limit of liability under this Policy for all **Claims Expenses** and **Penalties** covered under Insuring Agreement D., and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.
- E. The sublimit of liability stated in Item 3.E. of the Declarations is the aggregate limit of liability under this Policy for all **PCI Fines, Expenses and Costs** covered under Insuring Agreement E., and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.
- F. Neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- G. The Limit of Liability for the Optional Extension Period shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.
- H. The Underwriters shall not be obligated to pay any **Loss**, or to undertake or continue defense of any suit or proceeding, after the **Policy Aggregate Limit of Liability** or any other applicable limit of liability has been exhausted by payment of **Loss**, or after deposit of the **Policy Aggregate Limit of Liability** or any other applicable limit of liability in a court of competent jurisdiction. Upon such payment, the Underwriters shall have the right to withdraw from the further defense of any **Claim** under this Policy by tendering control of said defense to the **Insured**.

IX. RETENTION

- A. The **Retention** amount set forth in Item 4.A. of the Declarations applies separately to each incident, event, or related incidents or events, giving rise to a **Claim**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of **Damages, Claims Expenses, Penalties** or **PCI Fines, Expenses and Costs**.

In the event that **Damages, Claims Expenses, Penalties** or **PCI Fines, Expenses and Costs** arising out of a **Claim** are subject to more than one **Retention**, the applicable **Retention** amounts shall apply to such **Damages, Claims Expenses, Penalties** or **PCI**

Fines, Expenses and Costs, provided that the sum of such **Retention** amounts shall not exceed the largest applicable **Retention** amount.

- B. The **Retention** amount set forth in Item 4.B. of the Declarations applies separately to each incident, event or related incidents or events, giving rise to an obligation to pay **Privacy Notification Costs**. The **Retention** shall be satisfied by monetary payments by the **Named Insured of Privacy Notification Costs**.
- C. **Call Center Services** will only be provided for each incident, event or related incidents or events, requiring notification to at least one hundred (100) individuals. For incidents involving notification to fewer individuals there shall be no coverage for any such services under Insuring Agreement C.
- D. Satisfaction of the applicable **Retention** is a condition precedent to the payment by the Underwriters of any amounts hereunder, and the Underwriters shall be liable only for the amounts in excess of such **Retention** subject to the Underwriters' total liability not exceeding the **Policy Aggregate Limit of Liability** or any applicable Limit of Liability. The **Named Insured** shall make direct payments within the **Retention** to appropriate other parties designated by the Underwriters.

X. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **Claim** is made against the **Insured**, the **Insured** shall forward as soon as practicable to the Underwriters through persons named in Item 8.A. of the Declarations written notice of such **Claim** in the form of a telecopy, email, or express or certified mail together with every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative. In no event shall the Underwriters be given notice of a **Claim** later than the end of the **Policy Period**, the end of the Optional Extension Period (if applicable), or sixty (60) days after the expiration date of the **Policy Period** in the case of **Claims** first made against the **Insured** during the last sixty (60) days of the **Policy Period**.
- B. With respect to Insuring Agreement C., for a legal obligation to comply with a **Breach Notice Law** because of an incident (or reasonably suspected incident) described in Insuring Agreement B.1., B.2., or B.3., such incident or reasonably suspected incident must be reported in writing to the Underwriters through the persons named in Item 8.A. of the Declarations in the form of a telecopy, email or express or certified mail, including specific details of the incident, as soon as practicable during the **Policy Period** after discovery by the **Insured**; provided, that unless the **Insured** cancels the Policy or the Underwriters cancel for non-payment of premium, incidents discovered by the **Insured** within sixty (60) days prior to expiration of the Policy shall be reported as soon as practicable, but in no event later than sixty (60) days after the end the **Policy Period**; provided further, that if this Policy is renewed by the Underwriters and covered **Privacy Notification Costs** are incurred because of such incident or suspected incident that was discovered by the **Insured** within sixty (60) days prior to the expiration of the Policy and first reported during the sixty (60) day post **Policy Period** reporting period, then any subsequent **Claim** arising out of such incident or suspected incident is deemed to have been made during the **Policy Period**.
- C. If during the **Policy Period** the **Insured** becomes aware of any circumstance that could reasonably be the basis for a **Claim** it may give written notice to the Underwriters in the form of a telecopy, email or express or certified mail through persons named in Item 8.A. of the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error or omission in the provision of **Professional Services**, or relating to a **Security Breach** that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error or omission or **Security Breach**.

Any subsequent **Claim** made against the **Insured** arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to the Underwriters.

- D. A **Claim** or legal obligation under paragraph A. or B. above shall be considered to be reported to the Underwriters when written notice is first received by the Underwriters in the form of a telecopy, email or express or certified mail or email through persons named in Item 8.A. of the Declarations of the **Claim** or legal obligation, or of an act, error or omission, which could reasonably be expected to give rise to a **Claim** if provided in compliance with paragraph C. above.

XI. OPTIONAL EXTENSION PERIOD

- A. Upon termination of this Insurance for any reason except the non-payment of premium, the **Named Insured** shall have the right, upon payment in full and not proportionally or otherwise in part of the percentage shown in Item 7.A. of the Declarations of the full premium set forth in Item 5. of the Declarations, to have issued an endorsement providing an Optional Extension Period for the period of time set forth in Item 7.B. of the Declarations for **Claims** first made against any **Insured** and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission, incident, event, committed on or after the Retroactive Date and before the end of the **Policy Period**, subject to the conditions set forth herein. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within thirty (30) days of the termination of this Insurance. If notice of election of the Optional Extension Period and full premium payment is not given to the Underwriters within such thirty (30) day period, there shall be no right to purchase the Optional Extension Period.
- B. The Limit of Liability for the Optional Extension Period shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability** and the exercise of the Optional Extension Period shall not in any way increase such **Policy Aggregate Limit of Liability** or any sublimit of liability. The Optional Extension Period does not apply to Insuring Agreement C.
- C. The right to the Optional Extension Period shall not be available to the **Named Insured** where the Policy premium has not been paid in full, or where cancellation or non-renewal by the Underwriters is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable limit of liability or within the amount of the applicable **Retention**.
- D. All notices and premium payments with respect to the Optional Extension Period option shall be directed to the Underwriters through the entity named in Item 8.B. of the Declarations.

- E. At the commencement of the Optional Extension Period the entire premium shall be deemed earned, and in the event the **Named Insured** terminates the Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

XII. WARRANTY

By acceptance of this Policy, all **Insureds** agree that the statements contained in the **Application** are their agreements and representations and that the Underwriters issue this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

XIII. OTHER INSURANCE

The insurance under this Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, including any self-insured retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the **Policy Aggregate Limit of Liability** or any other applicable Limit of Liability of this Policy.

XIV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured's** legal representative as the **Insured** as would be permitted by this Policy.

XV. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured**, by surrender thereof to the Underwriters or by mailing or delivering to the Underwriters through the entity named in Item 8.B. of the Declarations, written notice stating when the cancellation shall be effective.
- B. This Policy may be cancelled by the Underwriters by mailing or delivering to the **Named Insured** at the address shown in the Declarations written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. However, if the Underwriters cancel this Insurance because the **Insured** has failed to pay a premium when due, this Policy may be cancelled by the Underwriters by mailing a written notice of cancellation to the **Named Insured** at the address shown in the Declarations stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the Underwriters shall be equivalent of mailing.
- C. If the **Named Insured** cancels this Policy, the earned premium shall be computed in accordance with the customary short rate portion of the full premium set forth in Item 5. of the Declarations.
- D. If the Underwriters cancel this Policy prior to any **Claim** being reported or **Loss** incurred under this Policy, earned premium shall be computed pro rata.
- E. The premium shall be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim** or **Loss**, is reported to the Underwriters on or before the date of cancellation.

- F. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XVI. MERGERS AND ACQUISITIONS

A. Newly Acquired Subsidiaries

If during the **Policy Period** the **Named Insured** or any **Subsidiary** acquires any entity whose annual revenues are more than fifteen percent (15%) of the **Named Insured's** total annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**, then, subject to the **Policy Period** and all other terms and conditions of this Policy, coverage under this Policy shall be afforded for a period of sixty (60) days, but only for any **Claim** that arises out of any act, error or omission first committed or incident or event first occurring after the entity becomes so owned. Coverage beyond such sixty (60) day period shall only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of the Underwriters to extend coverage to the entity beyond such sixty (60) day period and agrees to pay any additional premium required by the Underwriters.

B. Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then this Policy shall remain in full force and effect, but only with respect to a **Security Breach**, or other acts or incidents that occur prior to the date of the consolidation, merger or acquisition. No coverage shall be provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

- C. All notices and premium payments made under this Clause XVI. shall be directed to the Underwriters through the entity named in Item 8.B. of the Declarations.

XVII. ASSISTANCE AND COOPERATION

- A. The Underwriters shall have the right to make any investigation they deem necessary, and the **Insured** shall cooperate with the Underwriters in all investigations, including investigations regarding the **Application** for and coverage under this Policy. The **Insured** shall execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy.
- B. Upon the Underwriters' request, the **Insured** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of acts, errors or omissions, incidents or events with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
- C. The **Insured** shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, select the services and products described in Insuring Agreement C., stipulate to any judgment or award or dispose of any **Claim**

without the written consent of the Underwriters, except as specifically provided in Clause III., Defense and Settlement of Claims, paragraph D.

Compliance with a **Breach Notice Law** will not be considered an admission of liability for purposes of this Clause XVII.C.

- D. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

XVIII. ACTION AGAINST THE UNDERWRITERS

No action shall lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** shall have fully complied with all provisions, terms and conditions of this Insurance, and the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant and the Underwriters. No person or organization shall have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the Underwriters be impleaded by the **Insured** or the **Insured's** legal representatives. The **Insured's** bankruptcy or insolvency or of the **Insured's** estate shall not relieve the Underwriters of their obligations hereunder.

XIX. SUBROGATION

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the **Retention**. Any additional amounts recovered shall be paid to the **Named Insured**.

XX. ENTIRE AGREEMENT

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Insurance; nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

XXI. VALUATION AND CURRENCY

All premiums, limits, **Retentions**, **Damages** and other amounts under this Policy are expressed and payable in the currency of the United States. If judgment is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United States dollars or if **Claims Expenses** are paid in a currency other than United States dollars, payment under this Policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final or payment of the settlement or other element of **Damages** is due or the date such **Claims Expenses** are paid.

XXII. AUTHORIZATION

By acceptance of this Policy and the coverage provided hereunder, the **Insureds** agree and acknowledge that (a) the **Named Insured** will act on their behalf with respect to the giving and receiving of any notice pertaining to this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements; and (b) the Underwriters shall not bear any liability in connection with the same.

XXIII. HEADINGS

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

XXIV. SINGULAR FORM OF A WORD

Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

In Process

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

NUCLEAR EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE®; MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel

component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the

operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

In Progress


Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

MPL SECURE®; MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that notwithstanding anything to the contrary contained herein this Policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

All other terms and conditions of this Policy remain unchanged.

In Progress


Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

CALIFORNIA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE: MISCELLANEOUS PROFESSIONAL AND NETWORK SECURITY LIABILITY INSURANCE POLICY

1. Clause **XV. CANCELLATION** B. is deleted and replaced with the following:

B. If this Policy has been in effect for sixty (60) days or less and is not a renewal Policy, the Underwriters may cancel this Policy for any reason.

If this Policy has been in effect for more than sixty (60) days or is a renewal Policy, the Underwriters may only cancel this Policy for any of the following reasons:

1. nonpayment of premium;
2. a judgment by a court or an administrative tribunal that the **Named Insured** has violated any law of this State or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against;
3. discovery of fraud or material misrepresentation by either of the following: (a) the **Insured** or his or her representative in obtaining the insurance or (b) the **Named Insured** or his or her representative in pursuing a **Claim** under this Policy;
4. discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the **Named Insured** or his or her representative, which materially increase any of the risks insured against;
5. failure by the **Named Insured** or his or her representative to implement reasonable loss control requirements which were agreed to by the **Insured** as a condition of Policy issuance or which were conditions precedent to the use by the Underwriters of a particular rate or rating plan, if the failure materially increases any of the risks insured against;
6. a determination by the Commissioner that the loss of, or changes in, an Underwriters' reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Underwriters;
7. a determination by the Commissioner that a continuation of this Policy coverage would place the Underwriters in violation of the laws of this State or the state of its domicile or that the continuation of coverage would threaten the solvency of the Underwriters; or
8. a change by the **Named Insured** or his or her representative in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the Policy.

If the Underwriters cancel this Policy for any of the reasons set forth in 1. or 3. above, the Underwriters shall mail or deliver written notice of cancellation to the **Named Insured** at the mailing address shown on this Policy at least ten (10) days before the effective date of cancellation. If the Underwriters cancel this Policy for any of the reasons set forth in

2., 4., 5., 6., 7., or 8. above, the Underwriters shall mail or deliver written notice of cancellation to the **Named Insured** at the mailing address shown on this Policy at least thirty (30) days before the effective date of cancellation. Notice of cancellation shall also be sent to the producer of record, if applicable, provided that the producer of record is not an employee of the Underwriters. The notice of cancellation shall state the reason for cancellation. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice by the Underwriters shall be equivalent to mailing.

2. Clause **XV. CANCELLATION** D. is deleted and replaced with the following:

- D. If the Underwriters decide not to renew this Policy, or to condition renewal upon reduction of the Policy's **Limit of Liability**, elimination of coverages, increase in the Each **Claim Deductible**, or increase of more than twenty-five percent (25%) in the rate upon which the premium is based, the Underwriters shall mail or deliver written notice to the **Named Insured**, at the mailing address shown on this Policy, at least sixty (60) days, but not more than one hundred and twenty (120) days before the end of the **Policy Period**. Notice of nonrenewal or conditional renewal shall also be sent to the producer of record, if applicable, provided that the producer of record is not an employee of the Underwriters. The notice of nonrenewal shall state the reason for nonrenewal.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of this Policy or any endorsement to this Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of this state.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

MPL SECURE®; MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

In Progress



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

**This Endorsement is attached to and forms a part of Policy Number: V30D5A230301
Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the
"Underwriters"**

AGGREGATE/MAINTENANCE RETENTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE®


**MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY
AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The maximum aggregate **Retention** for all **Claims** made under this Policy shall be \$7,500, provided, that the each **Claim Retention** in paragraph 2. below shall not be subject to any aggregate **Retention**.
2. With respect to any **Claim** made after the maximum aggregate **Retention** is reached, the each **Claim Retention** shall be \$0.

All other terms and conditions of this Policy remain unchanged.

In Progress



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED SERVICES EXCLUSION

This endorsement modifies insurance provided under the following:

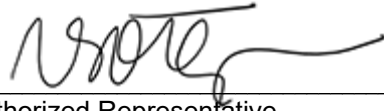
MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance does not apply to any **Claim** or **Loss** for, arising out of or resulting from:

1. any financial auditing, accounting, or actuarial services or services as a licensed architect or licensed engineer involved in the sealing or stamping of drawings or documents;
2. any legal services, including, but not limited to:
 - a. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - b. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - c. services performed for others by a licensed attorney as a notary public;
3. any recommendation or selection of a specific investment vehicle and/or selection of an investment manager, investment advisory or custodial firm;
4. any financial advice relating to mergers or acquisitions; or
5. any weapons systems; it is agreed that the term "weapons systems" does not include weapon simulators used for training purposes.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

ELECTRONIC CRIME ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following prior to the last paragraph thereof:

CC. Aggregate sublimit of liability applicable to USD \$250,000
Insuring Agreement CC. (Electronic Crime):

2. Item 4. of the Declarations is amended to include the following at the end thereof:

CC. Insuring Agreement CC. (Electronic Crime)

Retention applicable to each incident, event, or related \$2,500
incidents or events, giving rise to an obligation to pay
loss of **Money** or **Securities**:

3. **CLAUSE I., INSURING AGREEMENTS**, is amended by the addition of the following at the end thereof:

CC. **ELECTRONIC CRIME**

To indemnify the **Insured Organization** for the loss of **Money** or **Securities**, in excess of the **Retention**, contained in a **Transfer Account** at a **Financial Institution** resulting directly from **Funds Transfer Fraud** committed solely by a **Third Party**;

provided that such loss must be **Discovered** by the **Insured** during the **Policy Period** and reported to the Underwriters during the **Policy Period** or as otherwise provided in Clause X. of this Policy.

4. **CLAUSE VI., EXCLUSIONS**, paragraph W. shall not apply to loss otherwise covered under Insuring Agreement CC.

5. There shall be no coverage under this Endorsement for any **Loss** for, arising out of or resulting directly or indirectly from:

CC-A. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy, regardless of any deductible amount or limit of liability;

CC-B. any actual or alleged fraudulent, dishonest or criminal act or omission by any **Employee**, whether acting alone or in collusion with any other person or entity;

CC-C. indirect or consequential loss of any kind;

CC-D. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;

CC-E. the giving or surrendering of any **Money** or **Securities** in any exchange or purchase, whether fraudulent or not;

- CC-F. fees, costs or expenses incurred or paid by the **Insured Organization** in defending or prosecuting any legal proceeding or claim;
 - CC-G. proving or establishing the existence of loss under this Endorsement;
 - CC-H. the theft, disappearance, destruction of, or unauthorized access to, confidential information including, but not limited to, trade secrets, customer lists, and intellectual property;
 - CC-I. any fraudulent instruction if the sender, or anyone acting in collusion with the sender, ever had access to the **Insured Organization's** password, PIN or other security code;
 - CC-J. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions;
 - CC-K. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards;
 - CC-L. damages of any type for which the **Insured Organization** is legally liable, except for direct compensatory damages arising directly from **Funds Transfer Fraud**; or
 - CC-M. costs or expenses incurred by a customer or client of the **Insured Organization**.
6. **CLAUSE VII., DEFINITIONS**, paragraph R. is amended to include loss or damage covered under Insuring Agreement CC. within the definition of "**Loss**".
7. For purposes of this endorsement only, **CLAUSE VII. DEFINITIONS**, is amended to include the following:

CC-A. **Discovered** means the moment when the **Insured Organization** or any director, trustee, officer, administrator, manager, partner or insurance representative of the **Insured Organization** first becomes aware of facts which would cause a reasonable person to believe that a loss covered by this Endorsement has been or will be incurred.

CC-B. **Employee** means:

1. a natural person:
 - (a) while in the regular service of the **Insured Organization** in the ordinary course of its business;
 - (b) whom the **Insured Organization** has the right to direct and control while performing labor or service for the **Insured Organization**; and
 - (c) who is compensated directly by the **Insured Organization** through salary, wages or commissions;
2. a natural person who is directed and controlled by the **Insured Organization** while performing labor or service for the **Insured Organization** pursuant to a lease or other written contract to which the **Insured Organization** is a party;
3. a natural person volunteer who is directed and controlled by the **Insured Organization** while performing labor or service for the **Insured Organization**;
4. a natural person who is a director, trustee, officer, administrator, manager or partner of the **Insured Organization**, when performing acts coming within the scope of the usual duties of a director, trustee, officer, administrator, manager or partner; or
5. a natural person who is:
 - (a) a trustee, officer, employee, administrator, fiduciary or manager of any Employee Welfare or Pension Benefit Plan, as defined in Employee Retirement Income Security Act of 1974 and any amendments thereto

("ERISA"), which is or becomes solely sponsored by the **Insured Organization**; or

(b) required to be bonded by Title 1 of ERISA.

CC-C. **Financial Institution** means:

1. a bank, credit union, saving and loan association, trust company or other licensed financial service where the **Insured Organization** maintains a **Transfer Account**; or
2. a securities broker-dealer, mutual fund, liquid assets fund or similar investment company where the **Insured Organization** maintains a **Transfer Account**.

CC-D. **Funds Transfer Fraud** means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a **Third Party** issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

CC-E. **Money** means:

1. currency, coins or bank notes in current use and having a face value; and
2. travelers checks, registered checks or money orders held for sale to the public.

CC-F. **Property** means tangible property other than **Money** or **Securities** that has intrinsic value.

CC-G. **Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or **Property**, but **Securities** does not include **Money**.

CC-H. **Third Party** means any person or entity other than the **Insured Organization** or **Employee**.

CC-I. **Transfer Account** means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

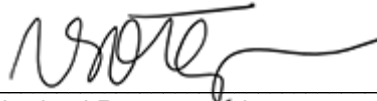
8. **CLAUSE VIII., LIMIT OF LIABILITY**, is amended to include the following immediately before the last paragraph thereof:

The sublimit of liability stated in Item 3.CC. of the Declarations is the aggregate limit of liability under this Policy for all loss or damage covered under Insuring Agreement CC. and is part of and not in addition to the **Policy Aggregate Limit of Liability**.

9. Clause **IX., RETENTION**, is amended to include the following immediately before the last paragraph thereof:

CC-A. The **Retention** amount set forth in Item 4.CC. of the Declarations applies separately to each incident, event, or related incidents or events, giving rise to an obligation to pay loss or damage under Insuring Agreement CC.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Underwriters" or the "Underwriters"

EXPANDED FORENSIC SCIENCE AND EXPERT WITNESS SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Underwriters will reimburse the **Insured**, upon written request, for legal fees and expenses up to \$25,000 in the aggregate for the **Policy Period**, incurred by the **Insured** with the prior written consent of the Underwriters, in responding to a disciplinary proceeding brought directly against the **Insured** during the **Policy Period** provided that the disciplinary proceeding:
 - a) arises out of the rendering of or failure to render **Professional Services**; and
 - b) is reported to the Underwriters during the **Policy Period**.

After the Underwriters have paid \$25,000 under this endorsement, the Underwriters shall not be obligated to pay any further legal fees and expenses covered under this endorsement.

All payments made under this endorsement are not subject to a **Retention** and are payable by the Underwriters in addition to the Limits of Liability.

2. Clause **III. DEFENSE AND SETTLEMENT OF CLAIMS**, paragraph C. is deleted and replaced with the following:
 - C. If the **Insured** refuses to consent to any settlement or compromise recommended by the Underwriters and acceptable to the claimant and elects to contest the **Claim**, the Underwriters' liability for any **Damages, Penalties** and **Claims Expenses** shall not exceed: (1) the amount for which the **Claim** could have been settled plus **Claims Expenses** incurred as of the date the Underwriters recommended the settlement, less the remaining Each **Claim Retention**; plus (2) 70% of covered **Damages, Penalties** and **Claims Expenses** excess of the recommended settlement, subject to the applicable Limit of Liability, with the remaining 30% of such excess to be borne by the **Insured**, uninsured and at the **Insured's** own risk.
3. Clause **IV. THE INSURED AND THE INSURED ORGANIZATION**, paragraph I. is amended to include: and solely by reason of such spousal status or such spouse's ownership interest in property or assets that are sought as recovery for **Damages**.
4. Clause **VI. EXCLUSIONS** D. is deleted and replaced with the following:
 - D. For, arising out of or resulting from any **Bodily Injury** or **Property Damage**; provided this exclusion shall not apply to that portion of any **Claim** based upon or arising out of any actual or alleged **Spoilation of Evidence**.
For the purposes of this Exclusion VI. D.:
 1. **Spoilation of Evidence** means loss, damage or destruction of any **Physical Evidence** left in the care, custody and control of the **Insured**;

2. **Physical Evidence** means any material of whatever form that is to be tested, examined, analyzed, reviewed or otherwise investigated by the **Insured**.
 3. **Bodily Injury** means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.
 4. **Property Damage** means physical injury to or destruction of any tangible property, including the loss of use thereof; provided that electronic data shall not be considered tangible property for purposes of this definition.
5. Clause **VII. DEFINITIONS**, paragraph DD. is deleted in its entirety and replaced with the following:
- DD. Professional Services** means those services scheduled in Item 9. of the Declarations performed for others by or on behalf of the **Insured Organization** for a fee, but does not include work or activities performed by or on behalf of the **Insured Organization** or for the **Insured Organization** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker, or civil or structural engineer, provided, however, that this exclusion does not apply to forensic and/or expert witness services performed for others by or on behalf of the **Insured Organization**.
6. Clause **X. NOTICE OF CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, paragraph A. is deleted and replaced with the following:
- A. All **Claims** made against any **Insured** must be reported no later than the end of the **Policy Period**, in accordance with the requirements of the Optional Extension Period (if applicable) or 45 days after the expiration date of the **Policy Period**.

In Process

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

**This Endorsement is attached to and forms a part of Policy Number: V30D5A230301
Beazley Insurance Company, Inc. referred to in this endorsement as either the “Insurer” or the
“Underwriters”**

FIRST PARTY COMPUTER SECURITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE®

**MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY
AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY**

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to add the following:

FP-1. Cyber Extortion Loss sublimit:	USD \$1,000,000
FP-2. Data Protection Loss sublimit:	USD \$1,000,000
FP-3. Business Interruption Loss sublimit:	USD \$1,000,000
(1) Forensic Expenses sublimit:	USD \$1,000,000
(2) Dependent Business Loss sublimit:	USD \$100,000

The above sublimits of liability are part of, and not in addition to, the overall **Policy Aggregate Limit of Liability** stated in Item 3.B.

2. Item 4. of the Declarations is amended to add the following:

FP-1. Each Extortion Threat	USD \$1,000
FP-2. Each Security Breach	USD \$2,500
FP-3. Each Security Breach	USD \$2,500
FP-4. Waiting Period	10 Hours

3. Clause **I. INSURING AGREEMENTS** is amended by the addition of the following:

FP-A. Cyber Extortion

To indemnify the **Named Insured** for **Cyber Extortion Loss**, in excess of the **Retention**, incurred by the **Insured Organization** as a direct result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

FP-B. First Party Data Protection

To indemnify the **Named Insured** for **Data Protection Loss**, in excess of the **Retention**, incurred by the **Insured Organization** as a direct result of:

1. alteration, corruption, destruction, deletion or damage to a **Data Asset**, or
2. inability to access a **Data Asset**,

that is directly caused by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must take place on or after the Retroactive Date and before the end of the **Policy Period**.

FP-C. First Party Network Business Interruption

To indemnify the **Named Insured** for the actual **Business Interruption Loss**, in excess of the **Retention**, the **Insured Organization** sustains during the **Period of Restoration** as a direct result of an actual and necessary interruption of **Computer Systems** caused directly by a failure of **Computer Security** to prevent a **Security Breach**; provided that such **Security Breach** must first take place on or after the Retroactive Date and before the end of the **Policy Period**.

4. Clause **VI. EXCLUSIONS** is amended by the addition of the following:

FP-A. With respect to Insuring Agreements FP-B. and FP-C. for, arising out of or resulting from:

1. any failure or malfunction of electrical or telecommunications infrastructure or services, provided this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the **Insured Organization's** direct operational control;
2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event; or
3. any satellite failures;

FP-B. With respect to Insuring Agreement FP-A., for, arising out of or resulting from:

1. any threat to physically harm or kidnap any person; or
2. any threat to harm, take, or transfer property other than a **Data Asset**, even if such threat is made in conjunction with a threat to **Data Assets**;

FP-C. for, arising out of or resulting from any seizure, nationalization, confiscation, or destruction of **Computer Systems** or **Data Assets** by order of any governmental or public authority;

FP-D. With respect to FP-A., for, arising out of or resulting from an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period** by any of the **Insured Organization's** directors, officers, principals, trustees, governors, **Managers**, members, management committee members, members of the management board, partners, or any person in collusion with any of the foregoing.

5. Clause **VII. DEFINITIONS**, paragraph R. is deleted in its entirety and replaced with the following:

R. **Loss** means **Damages, Claims Expenses, Privacy Notification Costs, PCI Fines, Expenses and Costs, Cyber Extortion Loss, Business Interruption Loss, Data Protection Loss** and **Penalties**.

6. Clause **VII. DEFINITIONS** is amended by the addition of:

FP-A. **Business Interruption Loss** means the actual **Income Loss**, and **Dependent Business Loss** sustained, and **Forensic Expenses** and **Extra Expense** incurred, during the **Period of Restoration**

Business Interruption Loss shall not include:

1. **Loss** arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; **Loss** incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **Insured Organization** incurs to identify or remove software program errors or vulnerabilities; or
2. Expenses incurred by the **Insured** to update, upgrade, enhance or replace **Computer Systems** to a level beyond that which existed prior to the actual and necessary interruption of **Computer Systems**; or the costs and expenses incurred by the **Insured Organization** to restore, reproduce, or regain access to any **Data Asset** that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of **Computer Security** to prevent a **Security Breach**.

FP-B. **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

FP-C. **Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made under duress by or on behalf of the **Insured Organization** with the Underwriters' prior written consent, but solely to prevent or terminate an **Extortion Threat**; or
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written approval, that directly relate to the **Insured's** efforts to prevent or terminate an **Extortion Threat**.

FP-D. **Data Protection Loss** means the reasonable and necessary costs and expenses incurred by the **Insured Organization** to regain access to, replace, restore, re-assemble or recollect any **Data Asset**, or if any **Data Asset** cannot reasonably be accessed, replaced, restored, re-assembled or recollected, then the actual, reasonable and necessary costs and expenses incurred by the **Insured Organization** to reach this determination.

Data Protection Loss shall not mean, and there shall be no coverage under Insuring Agreement FP-B. for:

1. costs or expenses incurred by the **Insured Organization** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance a **Data Asset** or **Computer Systems** to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such **Data Asset**;
2. costs or expenses to research or develop any **Data Asset**, including but not limited to trade secrets or other proprietary information;
3. the monetary value of profits, royalties, or lost market share related to a **Data Asset**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the **Data Asset**;
4. loss arising out of any liability to any third party for whatever reason; or
5. legal costs or legal expenses of any type.

FP-E. **Dependent Business** means any entity that the **Insured Organization** does not own but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

FP-F. **Dependent Business Loss** means **Income Loss** and **Extra Expense** incurred by the **Insured Organization** during the **Period of Restoration** as a direct result of an actual and necessary interruption of the **Insured Organization's Computer Systems** caused by a failure of computer security to prevent a security breach of computer systems operated by a **Dependent Business**.

FP-G. **Extortion Payment** means cash, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

FP-H. **Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt any **Data Asset**;
2. prevent access to **Computer Systems** or a **Data Asset**,
3. perpetrate a theft or misuse of a **Data Asset** on **Computer Systems** through external access;
4. introduce malicious code into **Computer Systems** or to third party computers systems from **Computer Systems**;
5. interrupt or suspend **Computer Systems**; or
6. publicly disclose a **Data Asset, Personally Identifiable Information** or **Third Party Information** that is obtained by **Unauthorized Access or Use** to the **Insured Organization's Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

FP-I. **Extra Expense** means reasonable and necessary expenses that are incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no interruption of **Computer Systems** occurred.

FP-J. **Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of the failure of **Computer Security** to prevent a **Security Breach**.

FP-K. **Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that (a) such operating expenses must necessarily continue during the **Period of Restoration**; and (b) such expenses would have been incurred by the **Insured Organization** had such interruption not occurred;

In determining **Income Loss**, due consideration shall be given to:

- a. the prior experience of the **Insured Organization's** business operations before the beginning of the **Period of Restoration**;
- b. the probable business operations the **Insured Organization** could have performed had no actual and necessary interruption occurred as result of a failure of **Computer Security** to prevent a **Security Breach**; and
- c. the **Insured Organization's** ability to reasonably reduce or limit the interruption of **Computer Systems** or conduct its business operations by other means.

FP-L. **Period of Restoration** means the time period that:

1. begins after the expiration of the **Waiting Period** following the actual and necessary interruption of **Computer Systems**; and
2. ends one hundred twenty (120) days after the actual and necessary interruption of **Computer Systems** ends (or would have ended with the exercise of due diligence and dispatch);

provided that in no event shall the **Period of Restoration** mean a period of time greater than one hundred eighty (180) days; and provided further that restoration of **Computer Systems** will not end the **Period of Restoration** if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

FP-M. **Waiting Period** means the period of time beginning when the actual and necessary interruption of **Computer Systems** caused directly by a failure of **Computer Security** to prevent a **Security Breach** begins and expiring after the elapse of the number of hours set forth in Item 4.FP-4. of the Declarations. A **Waiting Period** shall apply to each **Period of Restoration**.

7. Clause **VIII. LIMIT OF LIABILITY**, is amended by the addition of:

FP-A. The sublimit of liability stated in Item 3.FP-1. is the aggregate limit of liability payable under this Policy for all **Cyber Extortion Loss** covered under Insuring Agreement FP-A. and is part of and not in addition to the **Policy Aggregate Limit of Liability** shown in Item 3.B of the Declarations. Prior to the payment of any **Extortion Payment**, the **Insured Organization** shall make every reasonable effort to determine that the **Extortion Threat** is not a hoax, or otherwise not credible. The **Insured Organization** shall take all steps reasonable and practical to avoid or limit the payment of an **Extortion Payment**.

FP-B. The sublimit of liability stated in Item 3.FP-2. is the aggregate limit of liability payable under this Policy for all **Data Protection Loss** under Insuring Agreement FP-B. of this Policy and is part of and not in addition to the **Policy Aggregate Limit of Liability** shown in Item 3.B of the Declarations.

FP-C. The sublimit of liability stated in Item 3.FP-3. is the aggregate limit of liability payable under this Policy for all **Business Interruption Loss** under Insuring Agreement FP-C. of this Policy and is part of and not in addition to the **Policy Aggregate Limit of Liability** shown in Item 3.B of the Declarations.

FP-D. The sublimit of liability stated in Item 3.FP-3.(1) is the aggregate limit of liability payable under this Policy for all **Forensic Expenses** under Insuring Agreement FP-C. and shall be part of and not in addition to the **Business Interruption Loss** sublimit stated in Item 3.FP-3.

FP-E The sublimit of liability stated in Item 3.FP-3.(2) is the aggregate limit of liability payable under this Policy for all **Dependent Business Loss** under Insuring Agreement FP-C. and shall be part of and not in addition to the **Business Interruption Loss** sublimit stated in Item 3.FP-3.

FP-F Multiple related or continuing **Extortion Threats** shall be considered a single **Extortion Threat** for purposes of this Policy and shall be deemed to have occurred at the time of the first such **Extortion Threat**.

A **Data Protection Loss** will be deemed to occur at the time such alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** is first discovered by the **Insured**. All **Data Protection Loss** that arises out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Data Protection Loss**.

All **Business Interruption Loss** resulting from multiple covered interruptions of **Computer Systems** that that arise out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Business Interruption Loss**; provided, however, that a separate **Waiting Period** shall apply to each **Period of Restoration**.

8. Clause **IX. RETENTION** is amended by the addition of:

FP-A. With respect to Insuring Agreement FP-A., the **Retention** set forth in Item 4.FP-1. of the Declarations applies separately to each **Extortion Threat**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Cyber Extortion Loss**.

FP-B. With respect to Insuring Agreement FP-B., the **Retention** amount set forth in Item 4.FP-2. of the Declarations applies separately to each **Security Breach**. The **Retention** shall be satisfied by monetary payments by the **Named Insured** of covered **Data Protection Loss**.

FP-C. With respect to Insuring Agreement FP-C., the **Retention** set forth in Item 4.FP-3. of the Declarations applies separately to each **Security Breach**. The **Retention** shall be satisfied by covered **Business Interruption Loss** retained by the **Insured Organization**. The **Retention** applicable to Insuring Agreement FP-C. shall be reduced on a dollar-for-dollar basis by the amount of **Income Loss** that was sustained by the **Insured Organization** during the **Waiting Period**.

FP-D. In the event that **Cyber Extortion Loss**, **Data Protection Loss** or **Business Interruption Loss** arising out of a single incident are subject to more than one **Retention**, the applicable **Retention** amounts shall apply to such **Cyber Extortion Loss**, **Data Protection Loss** or **Business Interruption Loss**, provided that the sum of such **Retention** amounts shall not exceed the largest applicable **Retention** amount.

9. Clause **X. NOTICE OF CLAIM, OR CIRCUMSTANCES THAT MIGHT LEAD TO A CLAIM** is amended by the addition of:

FP-A. In the event of an **Extortion Threat** to which this Policy applies, the **Named Insured** shall notify Underwriters by contacting the persons specified in Item 8.A. of the Declarations by telephone immediately upon receipt of any **Extortion Threat**, and shall thereafter also provide written notice by telecopy, email or express mail within five (5) days following the **Extortion Threat**.

FP-B. The **Named Insured** must forward written notice by express mail, email or telecopy to Underwriters through persons named in Item 8.A. of the Declarations immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a **Data Asset** to which this Insurance applies; provided that all covered **Data Protection Loss** must be discovered and reported (in accordance with Clause FPC-A., Proof of Loss and Appraisal) to Underwriters no later than six (6) months after the end of the **Policy Period**.

FP-C. The **Named Insured** shall forward immediately to Underwriters through persons named in Item 8.A. of the Declarations, written notice of the interruption or suspension of **Computer Systems** to which this Insurance applies in the form of a telecopy, email or express mail. Such notice must be provided during the **Policy Period**, or no later than ten (10) days after the end of the **Policy Period** for interruptions or suspensions occurring within ten (10) days of the end of the **Policy Period**; provided, all covered **Business Interruption Loss** must be reported to Underwriters (in accordance with Clause FPC-A., Proof and Appraisal of Loss) no later than six (6) months after the end of the **Policy Period**.

10. The following Clauses are added to the Policy:

FPC-A. PROOF AND APPRAISAL OF LOSS

1 Before coverage under Insuring Agreements FP-B. and FP-C. will apply, the **Named Insured** must:

- a. prepare and submit to the persons named in Item 8.A. of the Declarations a written and detailed proof of loss sworn by an officer of the **Named Insured** within ninety (90) days after the **Insured** discovers a **Data Protection Loss** or the **Insured Organization** sustains a **Business Interruption Loss** (as applicable), but in no event later than six (6) months following the end of the **Policy Period**. Such proof of loss shall include a narrative with full particulars of such **Business Interruption Loss** or **Data Protection Loss**, including the time, place and cause of the **Business Interruption Loss** or **Data Protection Loss**, a detailed calculation of the **Business Interruption Loss** or **Data Protection Loss**, the **Insured Organization's** interest and the interest of all others in the property, the sound value thereof, the amount of **Business Interruption Loss** or **Data Protection Loss** or damage thereto, and all other insurance thereon; and
- b. upon Underwriters' request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the claim for such **Data Protection Loss** or **Business Interruption Loss**.

The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Data Protection Loss**, **Business Interruption Loss** or any other **Loss** under this Policy shall be the **Insured's** obligation, and are not covered under this Policy.

2 If the **Named Insured** and Underwriters do not agree on the amount of a **Loss**, each party shall select and pay an appraiser or other qualified expert ("Appraiser") to state the amount of the loss or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, the **Named Insured** or the Underwriters may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit the amount of the **Loss** or reasonable expenses to the umpire and agreement by the umpire and at least one of the Appraisers as to the

amount of a **Loss** shall be binding on all **Insureds** and Underwriters. The **Named Insured** and Underwriters will equally share the costs of the umpire and any other costs other than the cost of the Appraisers. This provision shall govern only the appraisal of the amount of a **Loss**, and shall not control the determination of whether such **Loss** is otherwise covered by the Policy; and compliance with this provision shall have no effect on Underwriters' rights or ability to deny coverage or enforce any obligation under this Policy.

FPC-B. RECOVERED PROPERTY

If the **Insured** or the Underwriters recover any property, money or **Data Assets** after a loss payment is made, the party making the recovery must give prompt notice of the recovery to the other party. If the recovered property is money or other funds, the recovery shall be applied first to **Loss** payments made by Underwriters, second to any **Retention** payment made by the **Named Insured**, and third to any costs incurred by Underwriters in recovering the property. If property other than money or funds is recovered, the **Named Insured** may (i) keep the recovered property and return the **Loss** payment plus all costs of recovery incurred by Underwriters, or (ii) keep the **Loss** payment less the costs of recovery incurred by Underwriters and transfer all rights in the property to Underwriters.

All other terms and conditions of this Policy remain unchanged.

In **Pr**  **SS**
Authorized Representative

Effective date of this Endorsement: 18-Nov-2023

This Endorsement is attached to and forms a part of Policy Number: V30D5A230301

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

TELECOMMUNICATIONS FRAUD ENDORSEMENT

This endorsement modifies insurance provided under the following:

MPL SECURE®

MISCELLANEOUS PROFESSIONAL, INFORMATION SECURITY & PRIVACY, PERSONAL INJURY AND WEBSITE MEDIA CONTENT LIABILITY INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Item 3. of the Declarations is amended to include the following prior to the last paragraph thereof:

TT. Aggregate sublimit of liability applicable to Insuring Agreement TT. (Telecommunications Fraud): USD \$250,000

2. Item 4. of the Declarations is amended to include:

TT. Insuring Agreement TT (Telecommunications Fraud)
Each incident, event, or related incidents or events, giving rise to an obligation to pay loss: USD \$2,500

3. Clause I., **INSURING AGREEMENTS** is amended by the addition of:

TT. **TELECOMMUNICATIONS FRAUD**

To indemnify the **Insured Organization** for any **Telecommunications Fraud Loss**, in excess of the applicable **Retention**, incurred by the **Insured** during the **Policy Period** and reported in writing to the Underwriters during the **Policy Period**.

4. Clause VII., **DEFINITIONS**, paragraph R. is amended to include **Telecommunications Fraud Loss** within the definition of "**Loss**".

5. Clause VII., **DEFINITIONS** is amended by the addition of:

TT-A. **Third Party** means any person or entity other than the **Insured Organization** or a **Related Party**.

TT-B. **Telecommunications Fraud Loss** means any direct financial loss to the **Insured** that results directly from a **Third Party** gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner; provided that such unauthorized access and use must occur after the Retroactive Date and before the end of the **Policy Period**.

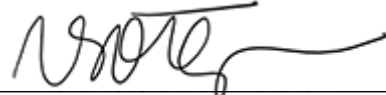
6. Clause VIII., **LIMIT OF LIABILITY AND COVERAGE**, is amended to include the following immediately prior to the last paragraph thereof:

The sublimit of liability stated in Item 3.TT. is the aggregate limit of liability payable under this Policy for all **Telecommunications Fraud Loss** covered under Insuring Agreement TT. and is part of and not in addition to the **Policy Aggregate Limit of Liability**.

7. Clause **VIII., RETENTION** is amended by the addition of:

TT. The **Retention** set forth in Item 4.TT. of the Declarations applies separately to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under Insuring Agreement TT.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

In Process

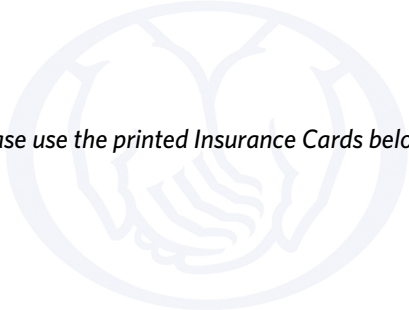
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