

Contract Abstract

Contract Information

Contract & Solicitation Title: Cyber Security and Real-Time Operational Support Services

Contract Summary: Contractor agrees to provide cyber security services and real-time operational support services

Contract Number: 6527737 Solicitation Number: N/A Requisition Number: SS2023019

Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): 428702 Exp 7/30/2023

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 11/15/2023 Estimated Expiration Date: 11/14/2028 Contract Term: 60 Months

Estimated Contract Life Value: \$1,000,000.00 Fund:* 51137 BU:* 14521071

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Information Technology Department(s) Served: Information Technology

Prime Contractor Information

Prime Contracting Firm: Center for Internet Security, Inc. ISN#: 17550

Address: 31 Tech Valley Drive City: East Greenbush State: NY Zip: 12061

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Ashanti Hoyles Email Address: ashanti.hoyles@cisecurity.org Phone #: 518-516-3070

Prime Contractor Signatory: Steve Gold Email Address: steve.gold@cisecurity.org

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/A

Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<u>Center for Internet Security, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>N/A</u>	<u>N/A</u>	<u>Approved Sole Source Form</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>
<u></u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u></u>	<u></u>	<u>Select from the Following:</u>

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Center for Internet Security, Inc. (CONTRACTOR)** located at **31 Tech Valley Drive, East Greenbush, NY 12061**, resulting from an approved sole source form signed by Metro's Purchasing Agent (included herein by reference). This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - MISA Terms and Conditions*
 - *Exhibit C - Affidavits*
 - *Exhibit D - Responsibilities of the Parties*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide cyber security services and real-time operational support services as more specifically set forth at Exhibit D.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date (the "Effective Date") this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end sixty (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$1,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid annually, as set forth in Section 4.3, and METRO is invoiced, as set forth in Section 4.6.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid in advance on an annual basis for the services set forth in Exhibit D.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices annually. CONTRACTOR shall be paid as invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work,.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

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7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

7.2. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Worker's Compensation Insurance

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.4. Cyber Liability Insurance

In the amount of four million (\$4,000,000.00) dollars.

7.5. Errors and Omissions Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

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Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services. Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractors to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

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CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services or as set forth at Exhibit D. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 7 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk (MetrolTSHelpDesk@nashville.gov; 615-862-HELP). The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software.

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
 - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
 - The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty- free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization, except as set forth at Exhibit D. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13.Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.13. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.14. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.15. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.16. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.17. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages,

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compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (Preferred Method)

OR

METRO'S PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

Contract 6527737

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number: **6527737**

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT

PROCUREMENT DIVISION

DEPARTMENT OF FINANCE

PO BOX 196300

NASHVILLE, TN 37219-6300

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: **Center for Internet Security**

Attention: **Jenn Motten**

Address: **31 Tech Valley Drive, East Greenbush, NY 12061**

Telephone: **518 516 3066**

Fax: **N/A**

E-mail: **jenn.moten@cisecurity.org**

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: **TN Secretary of State's Office**

Attention: **Tre Hargett**

Address: **State Capital, Nashville , 37243-1102**

Email: **Tre.Hargett@tn.gov**

[SPACE INTENTIONALLY LEFT BLANK]

Notices & Designations
Department & Project Manager

Contract Number	6527737
------------------------	---------

The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Information Technology Services
Attention	John Griffey
Address	700 2nd Avenue South, Suite 301, Suite 301, Nashville, TN 37219-6300
Telephone	6158802786
Email	john.griffey@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	John Griffey
Title	CISO
Address	700 2nd Avenue South, Suite 301, Suite 301, Nashville, TN 37219-6300
Telephone	6158802786
Email	john.griffey@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter eight of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter eight of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6527737

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:




Dept. / Agency / Comm. Head or Board Chair.




Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:



Purchasing Agent




Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:



Director of Finance



BA

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney



Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

CONTRACTOR:

Center for Internet Security, Inc.

Company Name



Signature of Company's Contracting Officer

Laurie Hester

Officer's Name

VP sales operations

Officer's Title

5 Year Cost for CIS - Cyber Security Services

Item Description	Unit	Year #1	Year #2	Year #3	Year #4	Year #5
CIS Services MDR Advanced powered by CrowdStrike	Monthly Per Device	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75	\$ 4.75
MSS Advanced Security Monitoring Firewall / UTM Per Device	Annual Per Device	\$ 19,476.00	\$ 19,476.00	\$ 19,476.00	\$ 19,476.00	\$ 19,476.00

5% discount off catalog pricing for other services not listed above

Exhibit B – MISA Terms and Conditions**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davidson County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government.
 - 1.1 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement,

Exhibit B – MISA Terms and Conditions

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

Exhibit B – MISA Terms and Conditions**SECTION A-2****Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. “Affiliates” as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. “Agent” means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. “Agreement” means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. “Information Breach” means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. “Effective Date” means the date first set forth on page 1 of the Agreement.
6. “Metro Government Information” means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. “Metro Government Infrastructure” means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. “Metro Government Network” means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. “Term” means the period during which this Agreement is in effect.

Exhibit B – MISA Terms and Conditions**SECTION PES****Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 **Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility.
- 5 **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1 Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2 Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3 Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4 In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:

To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;

- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;

- Not to otherwise engage in discriminatory conduct;

- To provide a discrimination-free working environment;

- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;

- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and

- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.

Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: Center for Internet Security, Inc.

DocuSigned by:

Organization Officer Signature: James Whalen
BBE1CA536E6443F...

James whalen

Name of Organization Officer:

Title: Deputy General Counsel and Assistant Secretary

Exhibit D

RESPONSIBILITIES OF THE PARTIES

The following terms and conditions apply to Cyber Security Services provided by Contractor to City, as set forth in Exhibit A of the Agreement.

1. Endpoint Security Services

I. Definitions

A. **Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides cybersecurity infrastructure monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

B. **Endpoint Security Services or ESS:** Endpoint Security Services (ESS) is comprised of the following services:

1. **Next Generation Antivirus (NGAV).** A solution deployed on endpoint devices to prevent cyber-attacks with the following capabilities:

- Detect malicious activity using signature-based and behavior-based threat detection methods with the capability to automate prevention (block attacks);
- Deny/allow indicators list management to include anomalous behavior-based indicators;
- Endpoint and file quarantine functionality;
- Threat notification and alerts; and
- Web-based management interface with a cloud-based data administration component for enterprise deployment.

2. **Endpoint Detection & Response (EDR).** Deployment and maintenance of an EDR software agent on Entity's identified endpoint devices, which will (a) block malicious activity at a device level if agreed to by the Entity; (b) remotely isolate compromised systems after coordination with the Entity; (c) identify threats on premise, in the cloud, or on remote systems; (d) inspect network traffic in a decrypted state on the endpoint for the limited purpose of identifying malicious activity; and (e) identify and remediate malware infections.

3. Centralized management of ESS data to allow system administration, event analysis and reporting by CIS SOC. Additionally, Entity will be able to interact with its own ESS data through the management system

4. **Additional Endpoint Security Services.** CIS may offer additional services or modules under this Agreement from time to time. Such additional services or modules may be purchased by Entity pursuant to a separate Order and subject to the terms in this Agreement. Unless otherwise agreed to by the Parties, such additional services or modules shall terminate as of the end of the Order for ESS described herein.

Exhibit D

II. Selection of ESS

CIS hereby agrees to supply Entity with ESS as set forth in an Order. ESS for additional endpoints may be ordered by Entity during the Term (as defined herein below) of this Agreement by submitting a written request to CIS. The Service Start Date of subsequent Orders for ESS shall be the date of the approved Order but shall terminate as of the end of the applicable Term.

III. Responsibilities

Appendix A, which is attached hereto and incorporated herein, contains the specific responsibilities for Entity and CIS regarding Endpoint Security Services. Entity understands and agrees that, as a condition to commencement of ESS under the terms of this Agreement, it must agree to comply with the terms and conditions applicable to Entity as set forth in Appendix A.

IV. Title

The Endpoint Security Services include use of software that is licensed to CIS by a third-party provider, Crowdstrike, Inc. ("Crowdstrike"). All title and ownership rights of the software shall remain with Crowdstrike.

The Entity shall own all right, title and interest in its data that is provided to CIS pursuant to this Agreement. Entity hereby grants CIS a non-exclusive, non-transferable license to access and use such data as is necessary to provide the Endpoint Protection Services specified in of this Agreement.

V. Warranty

A. **Warranty.** CIS warrants to Entity during the applicable Term that: (i) the Endpoint Security Services operate without Error; and (ii) industry standard techniques have been used to prevent the ESS at the time of installation from injecting malicious software viruses into Entity's endpoints covered by this Agreement. Entity must notify CIS of any warranty claim during the Term. To the extent permitted by Tennessee law, Entity's sole and exclusive remedy and the entire liability of CIS for its breach of this warranty will be for CIS, at its own expense, to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate This Agreement and Entity's access to and use of ESS and refund the prepaid fee prorated for the unused period of the Term. CIS shall have no obligation regarding Errors reported after the applicable Term. For purposes of this Section VIII, "Error" means a reproducible failure of ESS to perform in substantial conformity with its applicable Documentation (as defined herein below), as supplied by Crowdstrike.

B. **Exclusions.** The express warranties do not apply if the ESS (i) has been modified, except by CIS or Crowdstrike, or (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation.

C. **Disclaimer.** TO THE EXTENT PERMITTED BY TENNESSEE LAW, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION VIII, CIS MAKES NO OTHER WARRANTIES RELATING TO THE ESS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-

Exhibit D

INFRINGEMENT OF THIRD PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

ENTITY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CIS DOES NOT GUARANTEE OR WARRANT THAT USE OF ESS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CIS RESPONSIBLE THEREFOR. ENTITY AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT CIS HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

VI. Confidentiality Obligation

CIS acknowledges that information regarding the infrastructure and security of Entity's information systems, assessments and plans that relate specifically and uniquely to the vulnerability of customer information systems, Personal Data (as defined herein below), specific vulnerabilities identified as part of the Endpoint Security Services or information otherwise marked as confidential by Entity ("Confidential Information") may be provided by Entity to CIS in connection with the services provided under this Agreement. The Entity acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each party protects its own confidential information, but in no event will less than reasonable care be provided and a party's information will not be released in any identifiable form without the express written permission of such party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Entity shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS further agrees that any third party involved in providing Endpoint Security Services shall be required to protect Entity's Confidential Information to the same extent as required under this Agreement. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, agents and CIS's cyber security partners, including federal partners, provided that such partners have agreed to protect the Confidential Information to the same extent as required under this Agreement. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section XI. These confidentiality obligations shall survive the termination of this Agreement.

Appendix A

ESS Responsibilities

- I. **Entity Responsibilities** - Entity acknowledges and agrees that CIS's ability to perform the Endpoint Security Services provided by CIS for the benefit of Entity is subject to Entity fulfilling certain responsibilities listed below. Entity acknowledges and agrees that neither CIS nor any third party provider shall have any responsibility whatsoever to perform the Endpoint Security Services in the event Entity fails to meet its responsibilities described below.
 - A. For purposes of this Agreement, Entity acknowledges and agrees that the scope of this Agreement is limited to the number of endpoint devices identified in the Order Form. In the event that Entity installs the ESS software agent on a greater number of endpoint

Exhibit D

devices beyond those identified in the Order Form, Entity will be charged for those additional endpoints, including any associated additional charges, and that those additional endpoint devices will be subject to the requirements of this Agreement. Entity will ensure the correct functioning and maintenance of the endpoint devices receiving Endpoint Security Services.

B. Entity shall provide the following to CIS prior to the commencement of the Endpoint Security Services and at any time during the term of the Agreement if the information changes:

1. A completed PIQ, the form of which will be provided to Entity by CIS, which will identify the number and types of endpoints to be monitored during the Term, including identification of the operating systems used in the endpoints. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Endpoint Security Services;

2. Each endpoint device will have access to a secure Internet channel for ESS management and monitoring by CIS;

3. Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s); and

4. Entity will be responsible for installing the ESS software agent on its endpoints; CIS will provide Entity with a link to the ESS software agent.

C. During the term of this Agreement, Entity shall provide the following:

1. Written notification to CIS SOC (SOC@MSISAC.ORG) at least thirty (30) days in advance of replacement of an existing endpoint device with another similar device and/or changes in operating systems for the endpoint devices that would affect CIS's ability to provide Endpoint Security Services;

2. Written notification to CIS SOC (SOC@MSISAC.ORG) at least twelve (12) hours in advance of any scheduled Internet outages affecting the endpoint devices;

3. A completed Escalation Procedure Form in the PIQ including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). Revised information must be submitted when there is a change in status for any POC;

4. Sole responsibility for maintaining current maintenance and technical support contracts with Entity's software and hardware vendors for any endpoint device covered by ESS; and

5. Active involvement with CIS SOC to resolve any tickets requiring Entity input or

Exhibit D

action;

II. CIS Responsibilities

- A. CIS shall be responsible for purchase of a commercial ESS capability provided by CrowdStrike, to be incorporated into the Endpoint Security Services, and for providing a link for the ESS software agent to Entity for Entity to install on their endpoints.
- B. CIS will be responsible for the management and monitoring of the Endpoint Security Services to Entity's identified endpoint devices, including provision of the link for installation of the applicable ESS agent for the operating system of the endpoint devices, as identified by Entity in the PIQ.
- C. CIS will provide the following as part of the Endpoint Security Services:
 - 1. Analysis of logs from monitored security devices for attacks and malicious traffic;
 - 2. Analysis of security events;
 - 3. Correlation of security data/logs/events with information from other sources;
 - 4. Notification of security events per the Escalation Procedures provided by Entity; and
 - 5. Ensuring that all upgrades, patches, configuration changes and signature upgrades of the ESS agent are applied to Entity's endpoint devices receiving ESS.
- D. CIS Security Operation Center. CIS will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the Endpoint Security Services.
- E. Upon termination of this Agreement, CIS shall be responsible for the cancellation of the Endpoint Security Services. Entity will be responsible for removal of the ESS agent installed on Entity's endpoint devices.

III. Third Party Provider Terms and Conditions

Entity acknowledges and agrees that as part of providing ESS, CIS has contracted with the third-party provider, CrowdStrike. Entity further acknowledges and agrees that in return for receipt of ESS, it agrees to the following terms and conditions as an end user of CrowdStrike services under this Agreement:

- A. Access & Use Rights. Subject to the terms and conditions of this Agreement, Entity has a non-exclusive, non-transferable, non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Entity's Internal Use. The Product includes a downloadable object-code component ("Software Component"); Entity may install and run multiple copies of the Software Components solely for Entity's Internal Use. Entity's access and use is limited to the quantity and the period of time specified in this Agreement.

Exhibit D

B. Restrictions. The access and use rights do not include any rights to (i) employ or authorize any third party (other than Partner) to use or view the Offering or Documentation; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party; (iv) allow third parties to access or use an Offering (except for Partner as expressly permitted herein); (v) create public Internet “links” to an Offering or “frame” or “mirror” any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party’s network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Entity from comparing the Products to other products for Entity’s Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Entity agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Entity and acknowledges that Entity is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

C. Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Entity with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: <https://falcon.crowdstrike.com/opensource>.

D. Installation and User Accounts. For those Products requiring user accounts, only the individual person assigned to a user account may access or use the Product. Entity is liable and responsible for all actions and omissions occurring under Entity’s user accounts for Offerings.

E. Ownership & Feedback. The Offerings are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings. Any feedback or suggestions that Entity provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation, provided, Entity will not be identified publicly as the source of the feedback or suggestion.

F. CrowdStrike Disclaimer. PARTNER, AND NOT CROWDSTRIKE, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO ENTITY, INCLUDING REGARDING THE CROWDSTRIKE OFFERINGS. ENTITY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF ENTITY’S OR ITS AFFILIATES’ SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND ENTITY AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND

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SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF ENTITY'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. ENTITY AGREES THAT IT IS ENTITY'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

G. Entity Obligations. Entity, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Entity Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Entity Data and Entity Personal Data from each Entity and Entity Affiliate, to CrowdStrike.

H. Falcon Platform. The Falcon Endpoint Protection Platform ("Falcon EPP Platform") uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Entity, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Entity's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Entity and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Entity to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Entity or Entity's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Entity's Confidential Information or Entity Data.

I. Processing Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, comply with law, or otherwise in

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accordance with this Agreement. Entity authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Entity provides to CrowdStrike as contemplated in this Agreement.

J. Compliance with Applicable Laws. Both CrowdStrike and Entity agree to comply with laws directly applicable to it in the performance of this Agreement.

K. Definitions.

“CrowdStrike” shall mean CrowdStrike, Inc.

“CrowdStrike Data” shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Entity Data.

“Entity Data” means the data generated by the Entity’s Endpoint and collected by the Products.

“Documentation” means CrowdStrike’s end-user technical documentation included in the applicable Offering.

“Endpoint” means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

“Execution Profile/Metric Data” means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Entity provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent it includes Personal Data.

“Internal Use” means access or use solely for Entity’s own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Entity, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Entity’s employees and Partner solely on Entity’s behalf and for Entity’s benefit.

“Entity” means a Entity of Partner that has agreed in writing to be contractually bound by these Entity Terms.

“Offerings” means, collectively, any Products or Product-Related Services.

“Partner” means Center for Internet Security, Inc.

“Personal Data” means information provided by Entity to CrowdStrike or collected by CrowdStrike from Entity used to distinguish or trace a natural person’s identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the

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data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

“Product” means any of CrowdStrike’s cloud-based software or other products provided to Entity through Partner, the available accompanying API’s, the CrowdStrike Data, any Documentation.

“Product-Related Services” means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products.

“Threat Actor Data” means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Entity or to the extent that it includes Personal Data.

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MANAGED SECURITY SERVICES

I. Definitions

- A. Security Operation Center (SOC): 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.
- B. Managed Security Services (MSS): monitoring and/or management of security devices, with security event analysis and notification.

II. Payment Terms

- A. As consideration for the Managed Security Services requested by Customer, Customer hereby agrees to pay to CIS the costs for the period set forth in an Order submitted to Customer. Unless otherwise agreed to by the Parties in writing, Customer shall pay CIS within 30 days of receipt of Invoice. For renewals, Customer agrees to remit payment in full prior to the Subscription Renewal Date, which is the date on which the subscription shall renew.
- B. If a device is terminated by Customer during the one-year term, Customer will remain responsible for the payment for that device for the remainder of the Term. HOWEVER, an existing device may be removed and replaced with a new device upon the following conditions:
 - (1) Customer shall pay a one-time onboarding fee for the new device; and
 - (2) If the pricing for the new device is the same as the device being removed, Customer shall continue to pay the same amount for that device for the remainder of the Term; or
 - (3) If the pricing for the new device is greater than the device removed (i.e. an IDS/IPS device is removed and a firewall is added), then Customer shall be required to pay the amount for the higher-priced device for the remainder of the Term; or
 - (4) If the pricing for the new device is less than the device being removed (i.e. a firewall is removed and an IDS/IPS device is added), then Customer shall pay the lower amount for the remainder of the Term or, if Customer has prepaid in advance, Customer shall receive the difference in cost as a credit for the next renewal Term. If Customer does not renew for another Term, Customer shall not be entitled to a refund or credit pursuant to this subsection.

III. CIS Responsibilities

- A. CIS will provide the following as part of the Managed Security Services, as specified below:
 - (1) 24/7 telephone (1-866-787-4722) availability for assistance with events detected by

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the MSS.

- (2) Analysis of logs from monitored security devices for attacks and malicious traffic.
- (3) Analysis of security events, including correlation of security data/logs/events with information from other sources.
- (4) Notification of security events per the Escalation Procedures provided by Customer.
- (5) Secure access to security events via secure portal.
- (6) Monthly reports that include a summary of device availability, events and trouble tickets for the previous month and a summary of security incidents and log counts for Customer.
- (7) Monitoring and Management of Intrusion Detection / Protection System (IDPS) sensors. CIS will be responsible for ensuring that all upgrades, patches, configuration changes and signature updates are applied to managed devices and will be responsible for the correct functioning of managed devices. The Customer is responsible for maintaining the appropriate license and support agreements for any managed devices owned by Customer.

IV. Customer Responsibilities

- A. Customer acknowledges and agrees that CIS's ability to perform the Managed Security Services provided by CIS for the benefit of Customer is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that neither CIS nor any third-party provider shall have any responsibility whatsoever to perform or to continue to perform Managed Security Services in the event Customer fails to meet its responsibilities described below.
- B. Customer acknowledges and agrees that only those security devices supported by CIS fall within the scope of this Agreement.
- C. Customer shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at Customer's expense.
- D. Subject to any confidentiality terms between CIS and Customer, Customer shall provide the following to CIS prior to the commencement of Managed Security Services and at any time during the term of the engagement with CIS if the information changes:
 - (1) Current network diagrams to facilitate analysis of security events on the portion(s) of Customer's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
 - (2) Reasonable assistance to CIS, including, but not limited to, providing all technical and license information related to the Service(s) reasonably requested by CIS, to enable CIS to perform the Service(s) for the benefit of Customer;
 - (3) Supply onsite hardware, virtual machines or software that is necessary in providing

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Managed Security Services. Customer also agrees onsite hardware, virtual machines and software will meet specifications set forth by CIS and/or its third-party providers.

(4) Maintenance of all required hardware, virtual machines, or software necessary for the log collection platform located at Customer's site, and enabling access to such hardware, virtual machines, or software as necessary for CIS to provide services;

(5) Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information;

(6) Completed Pre-Installation Questionnaires (PIQ). The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Managed Security Services;

(7) A completed Escalation Procedure Form including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POCs).

(8) The name, email address, and landline, mobile, and pager numbers for all shipping, installation and security POCs.

E. During the term of the Services, Customer shall provide the following:

(1) Written notification to CIS SOC (SOC@cisecurity.org) at least thirty (30) days in advance of changes in hardware or network configuration affecting CIS's ability to provide Managed Security Services;

(2) Written notification to CIS SOC (SOC@cisecurity.org) at least twelve (12) hours in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Managed Security Services.

(3) A revised Escalation Procedure Form must be submitted when there is a change in status for any POC.

(4) Sole responsibility for maintaining current maintenance and technical support contracts with Customer's software and hardware vendors for any device subject to Managed Security Services that has not been supplied by CIS.

(5) Active involvement with CIS SOC to resolve any tickets requiring Customer input or action.

(6) Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.

(7) Customer shall ensure that any replacement devices to receive Managed Security Services during the term will conform to the requirements set forth in this Agreement.

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(8) Customer shall provide to CIS:

- a. In-band access via a secure Internet channel to manage the device(s).
- b. Outbound access via a secure Internet channel for log transmission.
- c. A permanent, dedicated analog telephone line and space to support the Out-of-Band (OOB) Management Solution, if CIS provides an OOB Management Solution to the Customer. Customer is responsible for the expense and for maintaining the functionality of this dedicated line. The OOB device is supplied by CIS.

VI. Additional Terms and Conditions from Third Party Provider Applicable to Managed Security Services

A. Customer acknowledges and agrees that as part of providing Managed Security Services, CIS has contracted with the third-party provider, Accenture. Customer further acknowledges and agrees that in return for receipt of Managed Security Services, it agrees to the following terms and conditions as an end user of Accenture services as part of the CIS Managed Security Services ("End User"):

- (1) Use of End User Data. When providing services to End User through the Statement of Work with CIS, Accenture may use End User data to the extent necessary for the purposes of detecting, blocking, analyzing and reporting cyber-threats in the delivery of its products and services and in the development and enhancement of any Accenture products and services. End User is responsible for its data and accepts full responsibility for backing up and protecting its data against loss, damage or destruction.
- (2) Configurations. End User shall be responsible for selecting its configurations and assuring that its selection conforms to its policies and procedures, and complies with all applicable laws and regulations in which it is accessing the Services. Accenture's delivery of the Services does not include End User's configurations, nor policies and procedures implemented and set by End User that are available during the Term.
- (3) End User Obligations. End User is responsible for obtaining all approvals and consents required by any third parties to use the Service. Accenture is not in default of its obligations if it cannot provide the Service when approvals or consents have not been obtained or any third party otherwise validly prevents Accenture from providing the Service. End User is responsible for such third party's account information, passwords and other login credentials and must notify Accenture immediately of any known unauthorized possession or use of its credentials.
- (4) Indemnification.
 - a. Accenture will defend, indemnify and hold End User harmless against any claims asserting that the services infringe any patent, copyright, trademark, or trade secret of

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a third party, and will pay any and all damages finally awarded by a court and actually paid by End User, or agreed to in a final settlement by Accenture and attributable to such claim. Accenture's obligations under this provision are subject to End User not having compromised or settled such claim and doing the following: (i) notifying Accenture of the claim in writing, as soon as End User learns of it; (ii) providing Accenture with all reasonable assistance and information to enable Accenture to perform Accenture's duties under this Section; and (iii) allowing Accenture and its Affiliates sole control of the defense and all related settlement negotiations. Notwithstanding the foregoing, End User may participate at its expense in the defense of any such claim with its own counsel, provided that Accenture and its Affiliates retain sole control of the claim. End User has the right to approve any settlement that affirmatively places on End User an obligation that has a material adverse effect on it other than the obligations to cease using the affected Online Service or to pay sums indemnified under this Section. Such approval will not be unreasonably withheld.

- b. If the services are found to infringe, or if Accenture determines in Accenture's sole opinion that the services are likely to be found to infringe, then Accenture will either: (i) obtain for End User the right to continue to use the service(s); or (ii) modify the service(s) (including, if applicable, any Service Component(s)) so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, and in the case of infringing Service Component(s), End User will stop using any infringing version of such Service Component(s)); or, if Accenture determines in its sole opinion that "(i)" and/or "(ii)" are not reasonable, Accenture may (iii) terminate End User's rights and Accenture's obligations under this Agreement with respect to such services, and in such case shall refund any pre-paid fees for the relevant services. Notwithstanding the above, Accenture will not be liable for any infringement claim to the extent that it is based upon: (1) modification of the services other than by Accenture; (2) combination, use, or operation of the service(s) with products not specifically authorized by Accenture to be combined with the service(s); (3) use of the service(s) other than in accordance with this Agreement; or (4) End User's continued use of infringing service(s) after Accenture, for no additional charge, supplies or offers to supply modified or replacement non-infringing service(s), to the extent permitted by Tennessee law.
- c. This section states End User's sole and exclusive remedy and Accenture's sole and exclusive liability with respect to claims of infringement or misappropriation of any intellectual property, to the extent permitted by Tennessee law.

(5) Confidentiality.

- a. "Confidential Information" means, for purposes of this Agreement, the non-public information provided by a party ("Discloser") to the other party ("Recipient") related to the business opportunities between the parties, provided that such information is: (1)

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identified as confidential at the time of disclosure by the Discloser, or (2) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure. Confidential Information of Accenture shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of this Agreement, under a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

- b. This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of this Agreement; (ii) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.
- c. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (1) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (2) discloses only as much of the Confidential Information as is required.
- d. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of this Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Online Services, Recipient will either return (if technically

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feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of this Agreement, the Recipient may continue to maintain copies of Confidential Information: (i) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (ii) as required to comply with applicable law, which will be destroyed when such obligation is met.

- (6) Intellectual Property Rights. The services and related processes, instructions, methods, and techniques are owned by or have been developed by Accenture and/or its licensors, and shall remain the sole and exclusive property of Accenture and/or its licensors. End User may not reverse engineer the services. End User may not assert any rights in Accenture's intellectual property or data, including limitations provided in FAR 12.212 and DFAR section 227-7202. Accenture will not assert any ownership rights in End User's data.
- (7) Warranties. Accenture's sole warranties related to the services provided in connection with the Managed Security Services as a third-party provider to CIS are as follows. The services will be performed using reasonable care and skill in accordance with Accenture's Managed Security Services Service Description. Accenture's warranty ends when the Term ends. Accenture does not warrant uninterrupted or error-free service or that Accenture will identify all threats or vulnerabilities, correct all defects or prevent third-party disruptions or unauthorized third-party access. These warranties are the exclusive warranties from Accenture and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Accenture's warranties will not apply if there has been misuse, modification, damage not caused by Accenture, failure to comply with instructions provided by Accenture.
- (8) Limitation of Liability. Nothing in these terms shall exclude or limit: (i) Accenture's liability for death or personal bodily injury to the extent caused by its negligence; (ii) Accenture's indemnification obligations outlined herein; or (iii) any other liability which cannot be excluded by law.

To the maximum extent permitted by applicable law and regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall Accenture or its licensors be liable to CIS or End User (Entity), whether in contract, tort or otherwise for: 1) any costs of procurement of substitute or replacement goods and services, loss of profits, diminution in stock price or reputational harm, loss of or corruption to data, business interruption, loss of production, loss of revenues, loss of contracts, loss of goodwill, anticipated savings, wasted management and staff time; whether (in any such case) arising directly or indirectly out of these terms or use of the services, and whether or not Accenture or its licensors have been advised such damages or losses might occur; or any other special, consequential or incidental or indirect damages. To the extent

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permitted by applicable law, Accenture and its licensors' total aggregate liability for all claims arising under or in connection with these terms, whether in contract, tort (including negligence), statute or otherwise, regardless of the theory of liability, is limited to the greater of the fees actually paid by End User for the services giving rise to the claim during the twelve (12) months before the cause of action arose.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2023

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

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

PRODUCER Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Shawn T. Berger	CONTACT NAME: Shawn T. Berger PHONE (A/C, No, Ext): 518-465-3591 FAX (A/C, No): 518-465-3968 E-MAIL ADDRESS: sberger@austin-co.com														
INSURER(S) AFFORDING COVERAGE															
INSURED Center For Internet Security Al Szesnat 31 Tech Valley Drive East Greenbush, NY 12061	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Chubb Group of Insurance Cos.</td> <td>12777</td> </tr> <tr> <td>INSURER B: Hartford Insurance Group</td> <td>29424</td> </tr> <tr> <td>INSURER C: Atlantic Specialty Ins. Co.</td> <td>27154</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Chubb Group of Insurance Cos.	12777	INSURER B: Hartford Insurance Group	29424	INSURER C: Atlantic Specialty Ins. Co.	27154	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		3588-66-87 ECE	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		7357-37-49	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			7987-34-90	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	01WBCAC0018	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS & OMISSIONS			760-01-05-47-0001	01/01/2023	01/01/2024	E&O/CYBER 10,000,000

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

Per Policy Terms, Conditions & Exclusions - Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as additional insureds on the General Liability and Auto policies on a primary and non-contributory basis but only with regard to the Named Insured's cyber security and real-time (CONT)

CERTIFICATE HOLDER**CANCELLATION**

The Metropolitan Government
 of Nashville & Davidson County
 Metro Courthouse
 Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Shawn T. Berger

operational support services under Contract No. 6527737, if required by written contract.

Policy Number
(23)7357-37-49

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 004

Named Insured CENTER FOR INTERNET SECURITY

Effective Date: 08-24-2023
12:01 A.M., Standard Time

Agent Name AUSTIN & CO., INC.

Agent No. 62199-999

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ COMMERCIAL AUTOMOBILE
☐

NO CHARGE

The following item(s):

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Located Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure |

is (are) changed to read **{See Additional Page(s)}**

SEE NEXT PAGE

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

☒ No Changes ☐ To be Adjusted at Audit Additional NO CHARGE Return NO CHARGE

Tax and Surcharge Changes

Additional

Return

AUTHORIZED AGENT

Policy Number
(23)7357-37-49

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 004

Named Insured CENTER FOR INTERNET SECURITY

Effective Date: 08-24-2023
12:01 A.M., Standard Time

Agent Name AUSTIN & CO., INC.

Agent No. 62199-999

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE POLICY IS AMENDED AS FOLLOWS:
AMEND FORM DESIGNATED INSURED CA 20 48
AMEND FORM NOTICE OF CANCELLATION 16-02-0306
AMEND FORM PRIMARY AND NON-CONTRIBUTORY LIABILITY 16-02-0316

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
16-02-0306 05-11 NOTICE OF CANC O/T NON PAY SCHEDULED PER
16-02-0316 10-14 PRIMARY AND NON-CONTRIBUTORY LIABILITY
CA 20 48 10-13 DESIGNATED INSURED

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

POLICY NUMBER: (23)7357-37-49

COMMERCIAL AUTO
16-02-0316 Ed. 10 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CENTER FOR INTERNET SECURITY INC**Endorsement Effective Date:** 08/24/2023**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 THIRTEENTH STREET
RIVERSIDE, CA 92501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: (23)7357-37-49

COMMERCIAL AUTO
16-02-0316 Ed. 10 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CENTER FOR INTERNET SECURITY INC**Endorsement Effective Date:** 08/24/2023**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY,
ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS
METRO COURTHOUSE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

POLICY NUMBER: (23)7357-37-49

COMMERCIAL AUTO
16-02-0316 Ed. 10 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY AND NON-CONTRIBUTORY LIABILITY
INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CENTER FOR INTERNET SECURITY INC**Endorsement Effective Date:** 08/24/2023**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**

NASHVILLE, TN 37201

INTEREST: CONTRACT NO. 6527737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

POMONA UNIFIED SCHOOL DISTRICT, ITS BOARD MEMBERS,
SUPERINTENDENT, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS
AND REPRESENTATIVES

Address:

800 S GAREY AVENUE
POMONA, CALIFORNIA 91766

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS
OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS
METRO COURTHOUSE
NASHVILLE, TN 37201
INTEREST: CONTRACT NO. 6527737

Address:

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
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COMMERCIAL AUTOMOBILE

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**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS
OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS
METRO COURTHOUSE

Address:

NASHVILLE, TN 37201
INTEREST: CONTRACT NO. 6527737

Under Common Policy Conditions the following condition is added:

**NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM)
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**CITY OF RANCHO MIRAGE
69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**NEW YORK INDEPENDENT SYSTEM OPERATOR
10 KREY BOULEVARD
RENSSELAER, NY 12144

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**POMONA UNIFIED SCHOOL DISTRICT, ITS BOARD MEMBERS,
SUPERINTENDENT, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS
AND REPRESENTATIVES
800 S GAREY AVENUE
POMONA, CALIFORNIA 91766

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**FORT BEND INDEPENDENT SCHOOL DISTRICT
16431 LEXINGTON BLVD
SUGAR LAND, TX 77479

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

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This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 THIRTEENTH STREET
RIVERSIDE, CA 92501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: (23) 7357-37-49

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS
OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS
METRO COURTHOUSE
NASHVILLE, TN 37201
INTEREST: CONTRACT NO. 6527737

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



Intact Technology | Breach Response Guide for Customers

What to Do

If you suspect a breach—or if a breach has actually occurred—you need to act immediately. When you contact us with respect to a breach event covered under your insurance policy, we will work with you to respond to the breach event, retain service providers and implement the breach event services covered under your policy. Intact Technology has selected a group of service providers who can offer hands-on direction and support as part of a coordinated effort to help you minimize the effects of a data breach event.

In the event of a breach event that is covered by your insurance policy, your notice to Intact Technology sets the response in motion. We will make the appropriate service provider contacts, and these service providers will work with you directly to determine the course of action. Although our claims staff will assist you with this entire process, it is important that you respond in a timely fashion to all requests from service providers engaged to provide consultation, investigation, notification, credit monitoring or any other service that is covered under your policy.

In order to ensure that the appropriate service providers are engaged, and to ensure compliance with your policy, you must notify Intact Insurance immediately about any breach event or suspected breach event. Please do not contact any service providers directly.

Who to Contact

In the event of a breach or suspected breach, you must provide notice to Intact Insurance as soon as practicable. Notice may be provided in the following ways:

Telephone

For the fastest service, claims may be reported via our 24/7 dedicated data breach hotline: **877.512.3737**.

Claims may also be reported through our general claims call center: 877.248.3455.

Online

intactspecialty.com

Email

claims@intactinsurance.com

Fax

866.213.2802

You may contact the manager of Intact Technology's claims team with any questions:

Dana M. Lenahan, Esq.

Vice President,
Technology Claims
312.821.4744

dlenahan@intactinsurance.com

Breach Service Providers

If a covered breach event occurs, Intact Technology offers you some of the most experienced service providers in the industry.

Breach Consultation Services

If breach consultation services are covered under your policy, these consultative services will be provided through a designated vendor directly to you, tailored to the specific circumstances and needs associated with the breach event.

Data Breach Expenses

If data breach expenses are covered under your policy, we will pay for certain expenses incurred in managing a breach event, such as fees charged by legal counsel regarding how to respond to information loss and costs of a public relations company assisting you in mitigating any material damage to your reputation.

Forensic Expenses

If appropriate, a designated vendor will conduct a forensic examination to help determine the source and magnitude of a breach.

Privacy Incident Management

If privacy incident management services are covered under your policy, these services will be provided by a designated vendor:

Notification Services

The designated vendor will work with you directly with respect to preparing and sending your notification letters.

Call Center

Call centers may be an important aspect of responding to a breach event. When affected individuals receive a notification letter, they may want to speak with someone about the breach event. If recommended, the designated vendor will offer a toll-free telephone line to assist with answering calls from affected individuals related to the breach event.

Credit Monitoring Services

A designated vendor will provide assistance placing fraud alerts on individual credit files with the major credit bureaus to alert potential creditors to notify individuals before extending credit in their names. In addition, a designated vendor will also provide proactive monitoring services which may include providing a credit report, credit monitoring and monitoring of fraud in public records for those whose personal information was disclosed or lost.

About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit: intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit: intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.



Visit intactspecialty.com/technology for more information or contact **David Chavez** at 781.332.7690 or dchavez@intactinsurance.com.

IntactTechnology | eRiskHub® Registration

When a breach event occurs, time is of the essence. Having a breach response plan in place with access to the third-party resources you need can help you efficiently and cost-effectively respond to and recover from the breach. Through Intact Technology, you can receive complimentary access to the eRisk Hub® portal, powered by NetDiligence®. eRisk Hub provides tools and resources to help you understand your exposures, establish a response plan and minimize the effects of a breach on your organization.



How to Register

1. Go to www.eriskhub.com/intacttech
2. Complete the New User Registration form in the center of the webpage. Create your own User ID and password, then enter 11367 in the Access Code field.
3. Once you've completed registration, you can log in immediately by entering the User ID and password you just created in the Member Login box in the top right corner of the screen.

Key Features of the eRisk Hub Portal

- **Incident roadmap** – includes suggested steps to take following a network or data breach incident
- **Risk manager tools** – assists you in managing your cyber risk including a self-assessment and state breach notification laws
- **News center** – cyber risk news, security and compliance blogs, security news, risk management events and helpful industry links
- **Learning center** – best-practices articles, white papers and webinars from leading technical and legal practitioners
- **Vendors and experts** – a directory to quickly find information about our designated vendors with expertise in pre- and post-breach disciplines

The eRisk Hub® portal is an effective way to combat cyber losses with minimal, controlled and predictable costs.

For More Information

Contact **David Chavez** at 781-332-7690 or dchavez@intactinsurance.com or visit intactspecialty.com/technology.

About Intact Insurance Specialty Solutions

Throughout the United States, Intact Insurance Specialty Solutions' underwriting companies offer a broad range of specialty insurance products through independent agencies, regional and national brokers, wholesalers and managing general agencies. Each business is managed by an experienced team of specialty insurance professionals focused on a specific customer group or industry segment, and providing distinct products and tailored coverages and services. Targeted solutions include group accident and health; commercial and contract surety; entertainment; environmental; excess property; financial institutions; financial services; inland marine; management liability; ocean marine; public entities; technology; and tuition refund. For further information about U.S. products and services visit intactspecialty.com.

Intact Insurance Specialty Solutions is the marketing brand for the insurance company subsidiaries of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America. The insurance company subsidiaries of Intact Insurance Group USA LLC include Atlantic Specialty Insurance Company, a New York insurer, Homeland Insurance Company of New York, a New York insurer, Homeland Insurance Company of Delaware, a Delaware insurer, OBI America Insurance Company, a Pennsylvania insurer, OBI National Insurance Company, a Pennsylvania insurer, and The Guarantee Company of North America USA, a Michigan insurer. Each of these insurers maintains its principal place of business at 605 Highway 169 N, Plymouth, MN 55441, except The Guarantee Company of North America USA, which is located at One Towne Square, Southfield, MI 48076. For information about Intact Insurance Specialty Solutions products and services available in Canada, visit intactspecialty.ca and for information about Intact Financial Corporation, visit: intactfc.com.

IITE 027 (01/2021)

This material is intended as a general description of certain types of insurance coverages and services. Coverages and availability vary by state; exclusions and deductibles may apply. Please refer to your insurance policy or consult with your independent insurance advisor for specific information about coverages, terms and conditions. Some coverage may be written by a surplus lines insurer through a licensed surplus lines broker. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Rev. 01-12

Class Code: 2-14042

INFORMATIONAL NOTICE TO POLICYHOLDERS

OneBeacon Insurance Group has rebranded as Intact Insurance Specialty Solutions. This is the marketing brand for the insurance company subsidiaries (including Atlantic Specialty Insurance Company) of Intact Insurance Group USA LLC, a member of Intact Financial Corporation (TSX: IFC), the largest provider of property and casualty insurance in Canada and a leading specialty insurance carrier in North America.

Atlantic Specialty Insurance Company will continue to operate under its current name. The marketing brand change has no impact on policies in force and does not change, amend, or waive any of the policy's terms.

This notice is for information only and does not become a part or condition of this policy.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Insured Name and Address:

CENTER FOR INTERNET SECURITY, INC.
31 TECH VALLEY DR
EAST GREENBUSH, NY 12061-4134

Policy Number: 760-01-05-47-0004

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act (the Act), as amended, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80%, beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your premium attributable to coverage for acts of terrorism is \$2,044, and does not include any charges for the portion of losses covered by the United States Government under the Act.

You need to take no action with respect to this notice. You will receive a bill for your policy premium which will include the above amount required for your terrorism coverage.

If you have any questions about this notice, please contact your agent.

**NEW YORK ADDENDUM TO APPLICATION AND DECLARATIONS:
CLAIMS MADE NOTICE TO POLICYHOLDERS**

Information Technology Solutions™ – Complete is written on a claims-made basis. This policy provides no coverage for claims arising out of incidents, occurrences or alleged acts, errors or omissions which took place prior to the Retroactive Date shown in the Declarations.

Additionally, this policy provides coverage only for claims actually made against the insured while this policy remains in effect (or acts, errors or omissions that are likely to give rise to a claim, solely to the extent permitted under, and reported in accordance with, this policy) and all coverage under this policy ceases upon the termination of the policy, except for the Basic Extended Reporting Period coverage, unless the First Named Insured purchases a Supplemental Extended Reporting Period under this policy.

The length of the Basic Extended Reporting Period provided under this policy is 90 days.

Supplemental Extended Reporting Period for insureds unless the First Named Insured is a “Large Commercial Insured” as defined in New York Insurance Regulation 73.1(g):

This policy provides the First Named Insured with the option to purchase for an additional premium a three year Supplemental Extended Reporting Period from the effective date of any cancellation or nonrenewal. The premium for the Supplemental Extended Reporting Period will not exceed 200% of the annual premium for this policy. The importance of the Supplemental Extended Reporting Period is that it can prevent gaps in coverage if the Insured does not purchase replacement coverage or does not purchase such coverage with prior acts coverage. Upon the expiration of any Extended Reporting Period, there may be gaps in coverage if the subsequent policy does not provide full prior acts coverage or is an occurrence insurance policy.

Supplemental Extended Reporting Period for a “Large Commercial Insured”:

This policy provides the First Named Insured with the option to purchase for an additional premium a one year Supplemental Extended Reporting Period from the effective date of any cancellation or nonrenewal. The premium for the Supplemental Extended Reporting Period will not exceed 200% of the annual premium for this policy. The importance of the Supplemental Extended Reporting Period is that it can prevent gaps in coverage if the Insured does not purchase replacement coverage or does not purchase such coverage with prior acts coverage. Upon the expiration of any Extended Reporting Period, there may be gaps in coverage if the subsequent policy does not provide full prior acts coverage or is an occurrence insurance policy.

During the first several years of the claims-made relationship, claims-made rates are comparatively lower than occurrence rates, and the First Named Insured can expect substantial annual premium increase, independent of overall rate level increases, until the claims-made relationship reaches maturity.



Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

THIS POLICY CONTAINS CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES REDUCES AND MAY EXHAUST THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE.

ITEMS ON DECLARATIONS PAGE MAY BE MODIFIED BY ENDORSEMENT. READ YOUR ENTIRE POLICY.

COVERAGE UNDER THIS POLICY IS PROVIDED ONLY FOR THOSE COVERAGES FOR WHICH A LIMIT OF INSURANCE APPEARS BELOW. IF NO LIMIT OF INSURANCE IS SHOWN FOR A COVERAGE, SUCH COVERAGE IS NOT PROVIDED BY THIS POLICY. THE MAXIMUM AGGREGATE LIMIT OF INSURANCE SHOWN BELOW IS THE MOST THE INSURER WILL PAY REGARDLESS OF THE NUMBER OF COVERAGES PURCHASED.

Policy Number: 760-01-05-47-0004

I. FIRST NAMED INSURED AND ADDRESS

CENTER FOR INTERNET SECURITY, INC.
31 TECH VALLEY DR
EAST GREENBUSH, NY 12061-4134

II. POLICY PERIOD

Effective Date: 01/01/2023

Expiration Date: 01/01/2024

12:01 A.M. standard time at the First Named Insured's address for both dates

III. NOTICE INFORMATION

Claims:

Phone 1-877-248-3455

Fax 1-866-213-2802

Email Claims@IntactInsurance.com

Data Breach Hotline: 877-512-3737

IV. LIMITS OF INSURANCE, RETENTIONS AND RETROACTIVE DATES

Maximum Policy Aggregate Limit	\$ 10,000,000
Combined Liability Limit	\$ 10,000,000
Combined First-Party Limit	\$ 2,000,000



Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

A. LIABILITY COVERAGE

1. Errors or Omissions Liability – Your Products and Your Services

Each Claim or Suit Limit:	\$ 10,000,000
Aggregate Limit:	\$ 10,000,000
Retention:	\$ 50,000

Retroactive Date:	09/05/2018
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2. Information Risk Liability

Each Claim or Suit Limit:	\$ 10,000,000
Aggregate Limit:	\$ 10,000,000
Retention:	\$ 50,000

Retroactive Date:	09/05/2018
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3. Communication Liability

Each Claim or Suit Limit:	\$ 10,000,000
Aggregate Limit:	\$ 10,000,000
Retention:	\$ 50,000

Retroactive Date:	09/05/2018
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4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability

Each Proceeding Defense Limit:	\$ 10,000,000
Privacy Administrative Fines and Consumer Redress Limit:	\$ 0
Aggregate Limit:	\$ 10,000,000
Retention:	\$ 50,000

Retroactive Date:	09/05/2018
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B. FIRST-PARTY COVERAGE

1. Breach Consultation Services

Limit:	\$ 2,000,000
Retention:	\$ 50,000

2. Incident Management Expense Data Breach Expense Information Risk Expense Notification Expense

Limit:	\$ 2,000,000
Retention:	\$ 50,000



Atlantic Specialty Insurance Company
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 Plymouth, MN 55441

3. Information Restoration Expense

Limit:	\$ 2,000,000
Retention:	\$ 50,000

4. Hardware Replacement Expense

Limit:	\$ 100,000
Retention:	\$ 5,000

5. Extortion Payments And Rewards

Limit:	\$ 1,000,000
Retention:	\$ 50,000

6. Forensic Expense

Limit:	\$ 2,000,000
Retention:	\$ 50,000

V. PREMIUM

\$219,454

+ \$2,044 Information Risk Terrorism Coverage

\$221,498.00 Total Premium Due



Atlantic Specialty Insurance Company
 605 Highway 169 North, Suite 800
 Plymouth, MN 55441

VI. FORMS AND ENDORSEMENTS

AMP-00002 08 11	NEW YORK FREE TRADE ZONE NOTICE
IL P 001 01 04	U.S. TREASURY DEPT OFFICE OF FOREIGN ASSETS NOTICE (OFAC)
OBTI PR 001 09 16	INFORMATION TECHNOLOGY SOLUTIONS - COMPLETE DEC
OBTI PR 100 08 15	INFORMATION TECHNOLOGY SOLUTIONS - COMPLETE
OBTI PR 100 NY 08 15	NEW YORK FREE TRADE ZONE CHANGES
OB TRIA 001 07 17	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE U.S.; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
PHN 032 PR NY 08 15	NEW YORK ADDENDUM TO APPLICATION AND DECLARATIONS: CLAIMS MADE NOTICE TO POLICYHOLDERS
OBTI PR 266 08 15	Endorsement 1 - PREVIOUS LIMITS OF INSURANCE AND RETENTION - COMMUNICATION LIABILITY
OBTI PR 267 08 15	Endorsement 2 - PREVIOUS LIMITS OF INSURANCE AND RETENTION - ERRORS OR OMISSIONS LIABILITY - YOUR PRODUCTS AND YOUR SERVICES
OBTI PR 268 08 15	Endorsement 3 - PREVIOUS LIMITS OF INSURANCE AND RETENTION - INFORMATION RISK LIABILITY
OBTI PR 269 08 15	Endorsement 4 - PREVIOUS LIMITS OF INSURANCE AND RETENTION - PRIVACY ADMINISTRATIVE PROCEEDING, FINES AND CONSUMER REDRESS LIABILITY
OBTI PR 270 08 15	Endorsement 5 - PREVIOUS MAXIMUM POLICY AGGREGATE LIMIT OR COMBINED LIABILITY LIMIT
OBTI PR 308 08 18	Endorsement 6 - ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT - LIABILITY COVERAGE 2, 3 OR 4
OBTI PR 273 08 15	Endorsement 7 - AMENDMENT - NOTIFICATION EXPENSE DEFINITION
OBTI PR 287 09 16	Endorsement 8 - WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS
OBTI PR 314 11 18	Endorsement 9 - BREACH CONSULTATION SERVICES - SUBJECT TO 1ST PARTY LIMIT AND MAXIMUM POLICY AGGREGATE
OBTI PR 315 12 18	Endorsement 10 - AMEND DEFINITION OF FORENSIC EXPENSE
OBTI PR 321 09 20	Endorsement 11 - AMEND DEFINITION OF EXTORTION PAYMENTS AND REWARDS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED
OUTSIDE THE UNITED STATES; CAP ON
LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE
INFORMATION RISK & RECOVERY™

A. The following is added to SECTION II – EXCLUSIONS:

This insurance does not apply to:

TERRORISM

Any injury, damage or expense arising, directly or indirectly, out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the Coverage Territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident. Paragraph A.2. only applies to the Liability Insuring Agreements.

B. The following are added to SECTION VII - DEFINITIONS:

Any injury, damage or expense means any **damages** or **defense expenses** covered under the **Information Risk Liability Coverage** in Paragraph A. **Liability Insuring Agreements** in **SECTION I – COVERAGES** and any **first-party loss** covered under any First-Party Coverage.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
2. The act resulted in damage:
 - a. Within the United States (including its territories and possessions and Puerto Rico); or
 - b. Outside of the United States in the case of:
 - (1) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (2) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Other act of terrorism means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**.

Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this policy.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

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Throughout this policy the words “you” and “your” refer to the First Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The word “insured” means any person or organization qualifying as such under **SECTION III – WHO IS AN INSURED**. The words “we,” “us” and “our” refer to the company providing this insurance. Other words and phrases that appear in **bold**, other than headings, have special meaning. Refer to **SECTION VII – DEFINITIONS**.

SECTION I – COVERAGES

A Liability Insuring Agreement or First-Party Insuring Agreement applies only if a Limit of Insurance for such is shown in the Declarations. The amount we will pay for **damages, defense expenses, privacy administrative fines, consumer redress funds** and **first-party loss** is limited as described in **SECTION IV – LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in the **Insuring Agreements** below or under Paragraphs **G. Defense and Settlement** and **T. Supplementary Payments** of **SECTION VIII – CONDITIONS**.

A. Liability Insuring Agreements

1. Errors or Omissions Liability Coverage – Your Products and Your Services

We will pay those sums that the insured becomes legally obligated to pay as **damages** and **defense expenses** because of an **error or omission** to which this insurance applies if the **error or omission** was committed in the Coverage Territory, on or after the Retroactive Date shown in the Declarations and before the end of the Policy Period shown in the Declarations.

2. Information Risk Liability Coverage

We will pay those sums that the insured becomes legally obligated to pay as **damages** and **defense expenses** because of an **information risk incident** to which this insurance applies if the **information risk incident** was committed within the Coverage Territory, on or after the Retroactive Date shown in the Declarations and before the end of the Policy Period shown in the Declarations.

3. Communication Liability Coverage

We will pay those sums that the insured becomes legally obligated to pay as **damages** and **defense expenses** because of a **communication incident** to which this insurance applies if the **communication incident** was committed within the Coverage Territory, on or after the Retroactive Date shown in the Declarations and before the end of the Policy Period shown in the Declarations.

4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability Coverage

We will pay those sums that the insured becomes legally obligated to pay as:

- a. **Privacy administrative fines** or to establish a **consumer redress fund**; and
- b. **Defense expenses**;

because of a **privacy administrative proceeding** to which this insurance applies if the violation of a **privacy regulation** was committed within the Coverage Territory, on or after the Retroactive Date shown in the Declarations and before the end of the Policy Period shown in the Declarations.

A **claim** or **suit** because of an **error or omission, information risk incident** or **communication incident**, or a **privacy administrative proceeding** because of a violation of a **privacy regulation**, must first be brought or made against the insured in accordance with Paragraph **W. When a Claim, Suit or Proceeding is Made** of **SECTION VIII – CONDITIONS**, during the Policy Period shown in the Declarations or during any applicable Extended Reporting Period. All **related claims, suits or proceedings** are deemed first made or brought when the earliest **claim, suit** or **privacy administrative proceeding** is made or brought.



B. First-Party Insuring Agreements

1. Breach Consultation Services

We will provide the insured with **breach consultation services** because of an **information risk incident**.

2. Incident Management Expense

We will pay **incident management expense** incurred by or on behalf of the insured because of an **information risk incident** or **extortion**.

3. Information Restoration Expense

We will pay **information restoration expense** to the insured because of an **information risk incident**.

4. Hardware Replacement Expense

We will pay **hardware replacement expense** to the insured for seizure or destruction of hardware by a civil authority of the federal or state government because of an **information risk incident**.

5. Extortion Payments and Rewards

We will pay **extortion payments and rewards** incurred by or on behalf of the insured because of **extortion**.

6. Forensic Expense

We will pay **forensic expense** incurred by or on behalf of the insured because of an **information risk incident**.

This insurance applies to **first-party loss** if the **first-party incident** takes place in the Coverage Territory, is first discovered during the Policy Period shown in the Declarations and is reported to us as required by Paragraph H. Duties in the Event of a First-Party Incident of **SECTION VIII – CONDITIONS**.

SECTION II – EXCLUSIONS

This insurance does not apply to:

A. Aircraft or Satellite

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds** or **first-party loss** arising out of or in any way involving an aircraft or **satellite**, including any of **your product** or **your services** incorporated in, or used in connection with, aircraft, airports, **satellites** or **satellite** stations.

B. Bodily Injury or Property Damage

1. **Bodily injury**; or
2. Physical injury to tangible property, including all resulting loss of use of that property. Tangible property does not include data or other information that is in electronic form.

C. Contractual Liability

Damages by reason of the assumption of liability in a contract or agreement that was made after the **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** was committed unless the insured would have been liable for such damages in the absence of the contract or agreement.

D. Cost Guarantees or Estimates

Costs, expenses, charges or fees that:

1. Exceed an insured's or an agent's guarantees or estimates; or
2. Are misrepresented, not accurately described in an insured's contract or agreement or not accurately calculated.



E. Costs to Comply with Warranties or for Recall, Removal or Withdrawal

Any loss, cost or expense incurred by you or others:

1. To comply with any warranty for **your product** or **your services**;
2. To correct, repair, replace, reproduce, reprint, restore, upgrade, supplement or otherwise improve **your product, your services** or **impaired property**, or to perform or complete **your services**;
3. For the recall, removal or withdrawal of **your product, your services** or **impaired property** from the market or from use by any person or organization for any reason; or
4. For the adjustment, inspection or disposal of **your product, your services** or **impaired property**.

This exclusion does not apply to a **claim** or **suit** by a third party for loss of use resulting from the recall, removal or withdrawal of **your product** or **your services**.

F. Derivative or Shareholder Actions

Any **claim** made or **suit** brought by or on behalf of any of your stockholders, including a derivative action. This exclusion applies regardless of whether any part of a **claim** or **suit** would otherwise be covered by this policy.

G. ERISA or Similar Act

Any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, as amended, or any similar common or statutory law of the United States, Canada or their states, territories or provinces or any other jurisdiction anywhere in the world.

H. Fines and Penalties

Fines, penalties, taxes, sanctions or assessments other than covered **privacy administrative fines** or **consumer redress funds**.

I. Force Majeure

Loss, however caused, arising out of or in any way involving fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail or act of God.

J. Government Actions

Any **claim** made or **suit** brought by or on behalf of any government agency or governmental authority for any administrative, judicial or regulatory action or order except:

1. A **claim** made or **suit** brought by or on behalf of such agency or authority in its capacity as your customer other than any actual or alleged violation of the False Claims Act of 1863, including any amendment of or addition to such law, or any similar laws, statutes, ordinances or regulations; or
2. A covered **privacy administrative proceeding** or covered **privacy administrative fines** or **consumer redress funds**.

This exclusion does not apply to covered **hardware replacement expense**.

K. Illegal Activity or Vandalism by Government

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds** or **first-party loss** arising out of or in any way involving any illegal activity or vandalism either directly or indirectly performed, ordered or sponsored by a government, including any agency, authority or entity of such government.

L. Infringement of Intellectual Property Rights or Laws

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds** or **first-party loss** arising out of or in any way involving any actual or alleged misuse, infringement, inducement to infringe or other misuse or violation of:

1. A patent, process, style of doing business, trade secret or other similar information or property of any type, nature or kind, including any part of a **claim, privacy administrative proceeding** or **suit** that would otherwise be covered by this policy.
2. Any of the following rights or laws:
 - a. Copyright;
 - b. Trademark;



- c. Trade name;
 - d. Service mark;
 - e. Service name;
 - f. Trade dress;
 - g. Likeness; or
 - h. Other intellectual property rights or laws.
3. Any intellectual property rights in computer software, including its source code or any other content of a software program.

Paragraph 2. of this exclusion does not apply to a **claim** or **suit** for **damages** because of a covered **communication incident**.

M. Insured's Economic Loss

An insured's economic loss, including loss of purchase or sale price, income, profits, share value, goodwill or damage to reputation.

N. Insured Versus Insured

Any **claim** made or **suit** brought by or on behalf of:

- 1. Any insured;
- 2. Any business entity or venture at any time owned, controlled, managed or operated by any insured; or
- 3. Any parent, affiliate, subsidiary, predecessor, successor or assign of any:
 - a. Insured; or
 - b. Entity or venture at any time owned, controlled, managed or operated by any insured.

This exclusion does not apply to a **claim** or **suit** arising out of a covered **information risk incident** involving the **personally identifiable information** of an **employee**, former **employee** or any member of a current or former **employee's** immediate family.

O. Intentional Act

Any intentional, dishonest, fraudulent, malicious or criminal act or omission by any insured.

This exclusion does not apply:

- 1. Unless an admission, final adjudication, arbitration, finding of fact, judgment or plea, including a plea of no contest or *nolo contendere*, establishes that such intentional, dishonest, fraudulent, malicious or criminal act or omission was committed by the insured.
- 2. To an insured that did not participate in or know about the intentional, dishonest, fraudulent, malicious or criminal act or omission unless such act or omission was committed with your consent or knowledge or the consent or knowledge of any member of the **control group**.

P. Nuclear Energy

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds** or **first-party loss** arising out of or in any way involving the furnishing by an insured of services, products, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility.

Q. Nuclear, Biological, Chemical or Electromagnetic

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds** or **first-party loss** arising out of or in any way involving the hazardous properties of nuclear, biological or chemical material, electromagnetic field or radiation, electromagnetism or radio frequency.

R. Personal and Advertising Injury

Injury, including consequential **bodily injury**, arising out of or in any way involving one or more of the following offenses:

- 1. False arrest, detention or imprisonment;
- 2. Malicious prosecution;



3. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, product or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your **advertisement**; or
7. Infringing upon another's copyright, trade dress or slogan in your **advertisement**;

Paragraph 4. of this exclusion does not apply to the extent the offense constitutes a covered **communication incident**.

Paragraph 5. of this exclusion does not apply to the extent the offense constitutes a covered **communication incident** or a covered **information loss**.

S. Pollution

1. Actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
2. Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds or first-party loss** arising out of or in any way involving:
 - a. A request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - b. Any alternative dispute resolution, arbitration, demand, investigation or other proceeding by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

T. Power Interruption

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds or first-party loss** arising out of, or in any way involving power interruption, surge, brownout, blackout or other failure, including any failure, malfunction, or defect of telephone, telecommunications, wireless communications or data transmission lines, equipment, facilities, infrastructure, systems or services.

This exclusion does not apply to a failure if the infrastructure responsible for such failure was under your operational control at the time of such failure.

U. Prior Knowledge and Pending Matters

Any **error or omission, information risk incident, communication incident, violation of a privacy regulation or first-party loss**:

1. That you or the **control group** knew about or should have known about before the first date we or one of our affiliates have continuously provided this or similar coverage to you; or
2. Arising out of or in any way involving any alternative dispute resolution, arbitration, demand, investigation, litigation or other proceeding that occurred before or is pending as of the Effective Date shown in the Declarations.

V. Prize Redemption

1. Actual or attempted redemption or over-redemption of tickets, coupons, prizes or other goods or property in any contest, lottery, sweepstakes, promotion or game of chance; or
2. Actual or alleged violation of any laws regulating these activities.

W. Professional Services

Providing or failing to provide professional services by or on behalf of the insured for others while acting or working as any of the following:

1. Actuary;
2. Accountant;
3. Attorney;



4. Broker, dealer or other financial services representative;
5. Civil or structural engineer or architect;
6. Doctor, nurse, emergency medical personnel, physical or occupational therapist or anyone else providing healthcare services; or
7. Insurance or real estate agent.

X. Recording and Distribution of Material or Information in Violation of Law

Any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds or first-party loss** arising out of or in any way involving any act or omission that violates or is alleged to violate:

1. The Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, the Fair Credit Reporting Act (FCRA), the Fair and Accurate Credit Transaction Act (FACTA), including any amendment of or addition to such laws, statutes, ordinances or regulations and any similar laws, statutes, ordinances or regulations;
2. Any other federal, state, local or foreign law, statute, ordinance or regulation that addresses, prohibits or limits the printing, dissemination, disposal, collection, recording, sending, transmitting, communication or distribution of material or information;
3. Any law, statute, ordinance or regulation providing a right to, or requiring the ability to allow, any person or organization to assent, consent, opt-in, opt-out or withhold or withdraw assent or consent to gather, collect, acquire, use, obtain or take any information, including **personally identifiable information**; or
4. Any right held by any trade or licensing association, entity or society, including the American Society of Composers, Authors and Publishers; the Society of European Stage Authors and Composers; the Recording Industry Association of America; or Broadcast Music, Inc.

Y. Violation of Consumer Protection, Unfair Competition and Unfair Trade Practices Laws

Any **claim or suit** arising out of or in any way related to:

1. Statutory or common law unfair competition including antitrust statutes;
2. Tortious or intentional interference with contract, business relations or prospective economic advantage;
3. Violation of any law addressing consumer protection, other than a violation of a **privacy regulation**; or
4. Violation of any law addressing trade practices or anti-deceptive practices, statutes prohibiting false advertising, the Lanham Act, 15 U.S.C. § 1051, et seq. or any state statutes prohibiting unfair business practices.

Z. Violation of Securities Laws

Actual or alleged violation or breach of any law relating to the offer, sale, purchase, trading or valuation of securities.

AA. War

Loss, however caused, arising out of or in any way involving:

1. War, including undeclared war or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution or usurped power.

BB. Wrongful Employment Practice, Discrimination or Harassment

Actual or alleged employment practice, discrimination, humiliation, harassment or misconduct, including any **claim or suit** based upon an individual's race, creed, color, age, gender, national origin, religion, physical or mental disability or condition, marital status or sexual preference.

SECTION III – WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.



3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- B. Each of the following is also an insured:
1. Your **employees**, other than your officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 2. Any independent contractor, who is an individual and with whom you have a written contract or agreement, but only for an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** committed:
 - a. Within the scope of such independent contractor's duties for you while working at your direction and for your benefit; and
 - b. After such contract or agreement is executed.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest if that organization has no other similar insurance and you:
 - a. Created or acquired such organization after the Effective Date shown in the Declarations;
 - b. The annual revenues of such organization are not more than 10% of the First Named Insured's total annual revenues stated in the application for this policy;
 - c. Notified us in writing within 180 days of that creation or acquisition or the end of the Policy Period shown in the Declarations, whichever comes first; and
 - d. Agree to any premium adjustment or coverage revision that we require to continue coverage for such organization.

But no such organization is an insured for any **error or omission, information risk incident, communication incident**, violation of a **privacy regulation** committed, or any **first-party loss** that occurred or was discovered, before you acquired or formed the organization.
 4. With respect to Liability Coverage 1 only:
 - a. Any person or organization that is not otherwise an insured under this policy and that you are required by written contract or agreement to name as an additional insured, but only for covered **errors or omissions** caused by you or others acting on your behalf to provide **your product** or **your services** in connection with that written contract or agreement. No such person or organization is an insured for any **claim** or **suit** arising out of:
 - (1) Their independent acts, errors or omissions; or
 - (2) Any act, error or omission committed before that contract or agreement was executed.
 - b. The insurance afforded to such person or organization under Paragraph a. above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than that which you are required by the contract or agreement to provide for the person or organization; and
 - (3) Is excess over any other valid and collectible insurance that is available to the person or organization for a loss we cover under this policy.
 5. Any **subsidiary**.
- C. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION IV – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay under this policy regardless of the number of:
1. Insureds;
 2. **Claims** made or **suits** or **privacy administrative proceedings** brought;
 3. Persons or organizations making **claims** or bringing **suits** or **privacy administrative proceedings**; or



4. First-party incidents.

B. Maximum Policy Aggregate Limit

The Maximum Policy Aggregate Limit is the most we will pay for the sum of:

1. **Damages and defense expenses** for the combined total of all **claims or suits** under Liability Coverages 1, 2 and 3;
2. **Defense expenses, privacy administrative fines and consumer redress funds** for the total of all **privacy administrative proceedings** under Liability Coverage 4; and
3. All **first-party loss**, except **breach consultation services** for an **information risk incident**.

C. Combined Liability Limit – All Liability Insuring Agreements

Subject to Paragraph B. above, the Combined Liability Limit is the most we will pay for the sum of:

1. **Damages and defense expenses** for the combined total of all **claims or suits** under Liability Coverages 1, 2 and 3; and
2. **Defense expenses, privacy administrative fines and consumer redress funds** for the total of all **privacy administrative proceedings** under Liability Coverage 4.

D. Individual Liability Coverage Limits

1. Liability Coverage 1 Limits

a. Aggregate Limit

Subject to Paragraph C. above, the Aggregate Error or Omission Limit is the most we will pay for the sum of all **damages and defense expenses** for all **claims or suits** under Liability Coverage 1.

b. Each Claim or Suit Limit

Subject to Paragraph D.1.a. above, the Each Claim or Suit Limit is the most we will pay for the sum of all **damages and defense expenses** for each **claim or suit** under Liability Coverage 1.

2. Liability Coverage 2 Limits

a. Aggregate Limit

Subject to Paragraph C. above, the Aggregate Information Risk Liability Limit is the most we will pay for the sum of all **damages and defense expenses** for all **claims or suits** under Liability Coverage 2.

b. Each Claim or Suit Limit

Subject to Paragraph D.2.a. above, the Each Claim or Suit Limit is the most we will pay for the sum of all **damages and defense expenses** for each **claim or suit** under Liability Coverage 2.

3. Liability Coverage 3 Limits

a. Aggregate Limit

Subject to Paragraph C. above, the Aggregate Communication Liability Limit is the most we will pay for the sum of all **damages and defense expenses** for all **claims or suits** under Liability Coverage 3.

b. Each Claim or Suit Limit

Subject to Paragraph D.3.a. above, the Each Claim or Suit Limit is the most we will pay for the sum of all **damages and defense expenses** for each **claim or suit** under Liability Coverage 3.

4. Liability Coverage 4 Limits

a. Aggregate Limit

Subject to Paragraph C. above, the Aggregate Privacy Administrative Proceeding and Fines Limit is the most we will pay for the sum of all **defense expenses, privacy administrative fines and consumer redress funds** for all **privacy administrative proceedings** under Liability Coverage 4.

b. Each Proceeding Defense Limit

Subject to Paragraph D.4.a. above, the Each Privacy Administrative Proceeding Limit is the most we will pay for the sum of all **defense expenses** for each **privacy administrative proceeding** under Liability Coverage 4.

c. Privacy Administrative Fines and Consumer Redress Limit

Subject to Paragraph D.4.a. above, the Privacy Administrative Fines and Consumer Redress Limit is the most we will pay for the sum of all **privacy administrative fines and consumer redress funds** under Liability Coverage 4.



E. Related Circumstances – Liability Coverage Limits

If any **error or omission** or **related circumstances** results in a **claim, suit** or **privacy administrative proceeding** for which coverage is available under more than one Liability Coverage, we will pay no more than the highest single Each Claim or Suit Limit that applies.

F. Combined First-Party Limit – First-Party Insuring Agreements

Subject to Paragraph **B.** above, the Combined First-Party Limit is the most we will pay for the sum of all **first-party loss**, except **breach consultation services** for an **information risk incident**

G. Individual First-Party Coverage Limits

Subject to Paragraph **F.** above:

1. First-Party Coverage 1 Aggregate Limit – Breach Consultation Services

The Breach Consultation Services Limit is the most we will pay for the sum of all **breach consultation services** for all **information risk incidents**.

2. First-Party Coverage 2 Aggregate Limit – Incident Management Expense

The Incident Management Expense Limit is the most we will pay for the sum of all **incident management expenses** for all **information risk incidents** and **extortions**.

3. First-Party Coverage 3 Aggregate Limit – Information Restoration Expense

The Information Restoration Expense Limit is the most we will pay for the sum of all **information restoration expenses** for all **information risk incidents**.

4. First-Party Coverage 4 Aggregate Limit – Hardware Replacement Expense

The Hardware Replacement Expense Limit is the most we will pay for the sum of all **hardware replacement expenses** for all seizures or destructions of hardware by a civil authority of the federal or state government for all **information risk incidents**.

5. First-Party Coverage 5 Aggregate Limit – Extortion Payments and Rewards

The Extortion Payments and Rewards Limit is the most we will pay for the sum of all **extortion payments and rewards** for all **extortions**.

6. First-Party Coverage 6 Aggregate Limit – Forensic Expense

The Forensic Expense Limit is the most we will pay for the sum of all **forensic expenses** for all **information risk incidents**.

If the Policy Period shown in the Declarations is more than 12 months at inception, the Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. If we extend the Policy Period after inception for less than 12 months, the Limits of Insurance apply to the entire Policy Period and will not be increased or reinstated.

SECTION V – RETENTIONS

A. The Retentions shown in the Declarations and the rules below fix the amount of **damages, defense**

expenses, privacy administrative fines, consumer redress funds, first-party loss or other expenses shown in the Declarations and incurred by, or on behalf of, you or any insured, that you will be responsible for paying. The Retentions do not apply to payments we make under Paragraph **T. Supplementary Payments** of **SECTION VIII – CONDITIONS**.

B. A Retention applies only to the coverages for which an amount is shown in the Declarations. If no amount is shown for the Retention, a Retention does not apply to such coverage.

- 1. Each Liability Coverage Retention applies to each **claim, suit** or **privacy administrative proceeding**, including all **related claims, suits or proceedings**.**
- 2. Each First-Party Coverage Retention applies to all **first-party loss** caused by the same **first-party incident**, including **related circumstances**.**

C. If more than one Retention applies to a **claim, suit, privacy administrative proceeding, privacy administrative fines, consumer redress funds or **first-party loss**, you are required to pay only the highest Retention.**

D. The Limits of Insurance will not be reduced by the payment of any applicable Retention.



- E. You may not transfer or insure your liability for payment of the Retention. We have no obligation to pay any amounts until you have paid in full the applicable Retention shown in the Declarations. We may pay all or part of the Retention to defend an insured against, or effect payment or settlement of, any **claim** or **suit**. If we do so, you must promptly reimburse us from your own funds for such part of the Retention amount we have paid.

SECTION VI – EXTENDED REPORTING PERIOD

- A. We will provide one or more Extended Reporting Periods, as described below, if:
1. This policy is cancelled or not renewed for any reason other than fraud or nonpayment of premium; or
 2. We renew or replace this policy with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this policy; or
 - b. Does not apply to an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** on a claims-made basis.
- B. Extended Reporting Periods do not apply to any First-Party Coverage, extend the Policy Period shown in the Declarations, increase or reinstate the Limits of Insurance or change the scope of the original terms of the policy coverage provided. They only apply to **claims** made or **suits** or **privacy administrative proceedings** brought during the Extended Reporting Period for **errors or omissions, information risk incidents, communication incidents** or violations of a **privacy regulation** committed before the end of the Policy Period and after the Retroactive Date shown in the Declarations. Once in effect, an Extended Reporting Period may not be cancelled.
- C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the Policy Period shown in the Declarations and lasts for 90 days after the end of the Policy Period. The Basic Extended Reporting Period does not apply to any **claim, suit, or privacy administrative proceeding** covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **claim, suit or privacy administrative proceeding**.

A Supplemental Extended Reporting Period is available but only by an endorsement and for an extra charge. You must give us a written request for such endorsement within 90 days after the end of the Policy Period shown in the Declarations. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium will not exceed 200% of the annual premium for this policy.

SECTION VII – DEFINITIONS

- A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
1. Notices that are published include material placed on the internet or on similar electronic means of communication; and
 2. Only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- B. **Advertising, access and content activities** means:
1. Advertising, broadcasting, publishing or telecasting;
 2. Designing or determining content of websites for others; or
 3. Providing internet search, access or content services.
- C. **Bodily injury**:
1. Means any physical injury, including sickness, disease or pain, sustained by a person.
 2. Includes pain and suffering, shock, and mental or emotional distress, anguish or injury.
- D. **Breach consultation services** means the reasonable fees and costs for the following consulting services provided by a **designated vendor**, with our written consent, for assistance in:



1. Determining the severity of the **information risk incident**;
 2. Preparing an initial press release or similar public relations response in connection with a media or other inquiry, when requested in writing by the insured;
 3. Preparing any notification required by a **privacy regulation** to any applicable:
 - a. State department of consumer affairs;
 - b. State attorneys general; or
 - c. Federal or state governmental authority or entity; or
 4. Developing a customized incident response plan.
- E. Circumstance** means an **error or omission, information risk incident, communication incident**, violation of a **privacy regulation** or **first-party incident** that may reasonably be expected to result in a **claim, suit or privacy administrative proceeding**.
- F. Claim** means a written demand for **damages**.
- G. Communication incident:**
1. Means the following, except in your **advertisement**:
 - a. Infringement, dilution or violation of any right to a trademark, trade name, service mark, service name, trade dress, title, slogan or logo;
 - b. Copyright infringement or plagiarism other than in software, code or script; or
 - c. Misappropriation of a name or likeness or violation of the right of publicity.
 2. Includes the following, but only if committed by an insured whose business includes **advertising, access and content activities**, or an insured that conducts business in or on, and hosts, owns or exercises control over, an electronic chat room, bulletin board or similar interactive site on which others may post content:
 - a. Libel, slander, product disparagement, trade libel or any other form of defamation; or
 - b. Invasion or infringement of the right of privacy, including intrusion upon a person's or organization's right of seclusion or secrecy, except in your **advertisement**.
- H. Consumer redress fund** means amounts, other than **privacy administrative fines**, forfeitures, sanctions, taxes or fees, the insured is legally obligated to pay into a fund as equitable relief for consumers because of a **privacy administrative proceeding**.
- I. Control group** means the insured's Chief Executive Officer, Chief Financial Officer, Chief Security Officer, Chief Technology Officer, Chief Information Officer, Risk Manager, General Counsel or their equivalents.
- J. Corporate information** means confidential and proprietary information of others in the insured's or **service provider's** care, custody or control.
- K. Credit monitoring services:**
1. Means services for monitoring credit, including related remediation services or identity restoration services, provided by a **designated vendor** to any individual who is, or is reasonably believed to be, a victim of an **information loss**.
 2. Does not include any services for:
 - a. Any individual who does not have a Social Security Number; or
 - b. Any individual notified under any foreign law, statute, ordinance or regulation.
- L. Damages:**
1. Means judgments, settlements or other monetary amounts that an insured is legally obligated to pay on account of a covered **claim or suit**.
 2. Does not include:
 - a. Amounts awarded as liquidated damages under a contract or agreement that exceeds the amount of **damages** for which the insured would have liability in the absence of such contract or agreement;
 - b. Amounts owed to you by your customer;
 - c. Amounts paid to you by your customer in exchange for **your product or your services**;
 - d. Any matter uninsurable under applicable law;
 - e. **Defense expenses**;



- f. Fines, penalties, taxes, sanctions or assessments, including **privacy administrative fines** and **consumer redress funds**;
- g. **First-party loss**;
- h. License, fees or royalties of any kind;
- i. Loss, cost, or expense incurred by or on behalf of the **insured** or others to provide, correct, perform, re-perform, reproduce or complete for **your product** or **your services**;
- j. **Non-monetary relief**;
- k. Payment, restitution, return or disgorgement of any fees, profits, commissions, charges, or any funds allegedly wrongfully or unjustly held or obtained; or
- l. Punitive damages, unless such damages are insurable under the applicable law most favorable for insurability of punitive damages.

M. Data breach expense:

- 1. Means:
 - a. Public relations efforts within the first six months following an **extortion** or discovery of an **information risk incident** that are provided by a **designated vendor** for the purpose of restoring the insured's reputation to the extent it has been harmed by such **extortion** or **information risk incident**; and
 - b. Legal counsel regarding how to respond to the **information risk incident** other than compensation, fees, benefits, overhead or internal charges of any insured.
- 2. Does not include **forensic expense**.

N. Defense expenses:

- 1. Means the following costs and expenses, when reasonable and necessary and incurred at our direction or with our prior written consent, to defend or investigate a **claim, suit** or **privacy administrative proceeding** against an insured:
 - a. Attorney's fees;
 - b. Expert fees;
 - c. Court, arbitration and mediation costs; and
 - d. Such other expenses as we determine are reasonable and necessary to defend the insured.
- 2. Does not include any **first-party loss**.

O. Denial of service attack means any unauthorized attack on the insured's operating system or the insured's website that successfully corrupts, damages, destroys, deletes or impairs the **insured's network**.

P. Designated vendor means a vendor selected and approved in writing by us to provide services to the insured.

Q. Employee includes:

- 1. Full and part-time employees or interns; and
- 2. Leased and temporary workers provided by an employment contractor or agency under an agreement with you to perform work related to your business; but only for acts within the scope of their employment by you.

R. Error or omission means any negligent act, error or omission committed by an insured in the course of preparing or providing **your product** or **your services**.

S. Extortion means the actual or attempted obtaining of money or other property from an insured or **service provider** through an actual or threatened **information risk incident**.

T. Extortion payments and rewards means payment:

- 1. To someone who commits **extortion** if:
 - a. You previously reported the **extortion** to applicable law enforcement or regulatory agencies;
 - b. You did not notify any person or entity of the existence of the coverage for **extortion**; and
 - c. The person who commits the **extortion** is not an **employee** or an insured; or
- 2. As a reward, to someone who provides information that leads to the identification and arrest of one who commits **extortion** if:



- a. The reward is not paid to an **employee**, an insured or anyone engaged by you in connection with the **extortion**; and
- b. The amount of the reward does not exceed the demand by, or the amount paid to, the person who commits the **extortion**.

U. First-party incident means any of the following:

- 1. An **information risk incident** for which the following are available under this policy:
 - a. **Breach consultation services**;
 - b. **Incident management expense**;
 - c. **Information restoration expense**;
 - d. **Hardware replacement expense**;
 - e. **Forensic expense**.
- 2. **Extortion** for which **extortion payments and rewards** are available under this policy.

V. First-party loss means the following losses, expenses or payments:

- 1. **Breach consultation services** for an **information risk incident** under First-Party Coverage 1.
- 2. **Incident management expense** for **extortion** or an **information risk incident** under First-Party Coverage 2.
- 3. **Information restoration expense** for an **information risk incident** under First-Party Coverage 3.
- 4. **Hardware replacement expense** for seizure or destruction of hardware by a civil authority of the federal or state government for an **information risk incident** under First-Party Coverage 4.
- 5. **Extortion payments and rewards** for **extortion** under First-Party Coverage 5.
- 6. **Forensic expense** for an **information risk incident** under First-Party Coverage 6.

W. Forensic expense means:

- 1. The reasonable expenses for forensic analysis of the nature, extent and severity of an **information risk incident** and the number and identities of persons affected.
- 2. Does not include **defense expenses** or compensation, fees, benefits, overhead or internal charges of any insured.

X. Hardware replacement expense:

- 1. Means the reasonable expense to replace computer hardware with available property that most closely duplicates the function of the seized or destroyed computer hardware at the time of loss.
- 2. Does not include media or data of any type.

Y. Impaired property means tangible property, other than **your product** or **your services**, that cannot be used or is less useful because:

- 1. It incorporates **your product** that is, or **your services** that are, known or thought to be defective, deficient, inadequate or dangerous; or
 - 2. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your services** or your fulfilling the terms of the contract or agreement.

Z. Incident management expense:

- 1. Means the following expenses incurred by us to pay professionals we choose and direct or, in our sole discretion, expenses we authorize in advance:
 - a. **Data breach expense**;
 - b. **Information risk expense**; and
 - c. **Notification expense**.
- 2. Does not include **defense expenses** or compensation, fees, benefits, overhead or internal charges of any insured.

AA. Information loss means an unauthorized or accidental disclosure or loss of:

- 1. **Corporate information**; or
 - 2. **Personally identifiable information**;
- in your or a **service provider's** care, custody or control.



BB. Information restoration expense:

1. Means:
 - a. The reasonable expense to replace, restore, repair, reproduce, correct, research, complete, adjust, functionally replace, re-collect or re-create data; or
 - b. The reasonable expense incurred to determine that data cannot reasonably be replaced, restored, repaired, reproduced, corrected, researched, completed, adjusted, functionally replaced, re-collected or re-created.
2. Does not include:
 - a. The expense of computer hardware, applications, programs or software;
 - b. The cost of updating, upgrading, enhancing, replacing or otherwise improving your data, computer system or any other system to a level beyond that which existed prior to the **information risk incident**;
 - c. The cost of identifying, removing or remediating computer program errors or vulnerabilities;
 - d. Any economic, monetary or market value or any diminution in value of any data, including any trade secret, patent, copyright, trademark, trade dress or other intellectual property;
 - e. The expense of researching or developing any intellectual property; or
 - f. The cost of funds, currency, securities, accounts, bills, evidences of debt, money, valuable papers, records, abstracts, deeds, manuscripts or other financial, debt, credit, bond or equity instruments or documents.

CC. Information risk expense means:

1. **Credit monitoring services**, provided with our consent, but only for one year after the discovery of an **information loss**; and
2. When a **designated vendor** reasonably recommends, the creation of a toll-free response line for persons notified of an **information loss**.

DD. Information risk incident means:

1. **Information loss**; or
2. **Network security incident**.

EE. Insured's network means any network of computers owned, leased or operated by an insured in support of **your product** or **your services** or any network of computers owned, leased or operated by a **service provider**.

FF. Material change in organization means the First Named Insured:

1. Acquires or forms an organization other than a partnership or joint venture whose annual revenues are more than 10% of the First Named Insured's total annual revenues stated in the application for this policy; or
2. Merges or consolidates with another entity, and the First Named Insured is the surviving entity.

GG. Network security incident means:

1. The inability of authorized persons or organizations to access or use the **insured's network**, including a **denial of service attack**;
2. Access or use of the **insured's network** by unauthorized persons, including access or use by persons in a manner that exceeds their authority; or
3. Transmission of a virus or malware by the insured or a **service provider**.

HH. Non-monetary relief:

1. Means declaratory, injunctive or other equitable relief.
2. Does not include restitution; consumer redress including **consumer redress funds**; disgorgement; the cost of complying with any declaratory, injunctive or other equitable relief; or any other form of equitable relief requiring the payment of money.

II. Notification expense means the reasonable and necessary cost or expense of notification to those whose **personally identifiable information** was affected by an **information loss**.



JJ. Personally identifiable information:

1. Means:
 - a. An individual's first name or first initial and last name in combination with one or more of the following data elements for such individual:
 - (1) Social Security Number;
 - (2) Driver's license number or non-driver identification card number;
 - (3) Account number, credit card number or debit card number in combination with any required security code, access code or password that would permit access to the individual's financial account;
 - (4) Information regarding medical history, mental or physical condition, medical treatment or diagnosis by a health care professional;
 - (5) Health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual or any information in the individual's application and claims history, including any appeals records; or
 - (6) Biometric identifiers, including finger prints or retina scan;
 - b. A user name or email address in combination with a password or security question and answer that would permit access to an online account; or
 - c. Any other non-public personally identifiable information protected under any federal, state, local or foreign law, statute, ordinance or regulation.
2. Does not include publicly available information that is lawfully made available to the general public from federal, state, local or foreign government records.

KK. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

LL. Privacy administrative fines means civil fines or civil penalties imposed by a government agency or governmental authority in a **privacy administrative proceeding**.

MM. Privacy administrative proceeding means any civil investigative demand or administrative or regulatory proceeding by a government agency or governmental authority because of an alleged violation of a **privacy regulation**.

NN. Privacy regulation means any law, statute, ordinance or regulation applying to an **information loss** involving **personally identifiable information**, including the following:

1. Gramm-Leach-Bliley Act;
2. Health Information Technology for Economic and Clinical Health Act (HITECH);
3. Health Insurance Portability and Accountability Act (HIPAA);
4. State security breach notification laws; and
5. Section 5(a) of the Federal Trade Commission Act, but solely for alleged unfair or deceptive acts or practices in or affecting commerce in the use of **personally identifiable information**.

OO. Related circumstance means any circumstance involving two or more, or any combination of, **errors or omissions, extortions, information risk incidents, communication incidents** or violations of a **privacy regulation**, that have in common any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

PP. Related claims, suits or proceedings means any **claims, suits or privacy administrative proceedings** arising out of or in any way involving the same **error or omission, information risk incident, communication incident** or violation of a **privacy regulation**, or any part of a **related circumstance**.

QQ. Satellite means an artificial body, including any attached objects or objects intended to be attached, that is designed to be placed in orbit around the earth or another celestial body.

**RR. Service provider:**

1. Means any entity approved by us with whom you have entered into a written contract or agreement to provide a service to support **your product** or **your services**, but only for activities within the scope of that contract or agreement that are performed on your behalf.
2. Does not include any entity that provides power, communication services, water or other utility services.

SS. Subsidiary means any entity, other than a joint venture or a partnership, that is not listed as a Named Insured and in which the Named Insured maintains at least a 51% or a controlling ownership interest as of the Effective Date shown in the Declarations.

TT. Suit means:

1. A civil proceeding in a court of law or equity;
2. An arbitration proceeding to which the insured must submit or to which the insured submits with our consent; or
3. Any other alternative dispute resolution proceeding to which the insured submits with our consent; seeking **damages** or **non-monetary relief**.

UU. Your product:

1. Means:
 - a. Any goods or products, including technology products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - b. The providing of or failure to provide warnings or instructions for the use of **your product**.

VV. Your services:

1. Means:
 - a. Services or activities performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
2. Includes:
 - a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your services**; and
 - b. The providing of or failure to provide warnings or instructions for the use of **your services**.

SECTION VIII – CONDITIONS**A. Advance Premium**

The Premium shown in the Declarations may be an advance premium, in which case this policy is subject to audit and will contain an endorsement that shows when and how we will compute the earned premium.

1. Any advance premium is a deposit premium only. We will determine the final premium based on actual exposures. At the close of each audit period, we will compute the earned premium for that period.
2. The First Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
3. If the earned premium is more than the advance premium, the audit premium is due and payable when we give notice of the audit premium due.
4. If the sum of the advance and audit premium is greater than the earned premium, we will return the excess.

B. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.



C. Cancellation

1. The First Named Insured may cancel this policy by mailing us written notice stating when, before the expiration date, the cancellation will be effective.
2. We may cancel this policy by mailing written notice to the First Named Insured, stating the reason for and effective date of cancellation:
 - a. 10 days before the effective date of cancellation for non-payment of premium; or
 - b. 60 days before the effective date of cancellation for any other reason.
 If we have received no premium after 10 days' notice to the First Named Insured, we will cancel this policy as of the Effective Date shown in the Declarations
3. We will send any premium refund due at cancellation. If we cancel this policy, the refund will be pro rata. If the First Named Insured cancels, the refund may be less than pro rata. Cancellation will be effective even if we have not made or offered a refund.
4. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

D. Change in Risk

If, during the Policy Period shown in the Declarations:

1. The insured becomes a member of a new joint venture or a partner in a new partnership, there will be no coverage available under this policy for any **claim, suit, privacy administrative proceeding, damages, defense expenses, privacy administrative fines, consumer redress funds or first-party losses** arising out of or in any way involving such joint venture or partnership, unless:
 - a. The First Named Insured gives us information we request regarding the joint venture or partnership;
 - b. We agree in writing to provide coverage with respect to the joint venture or partnership; and
 - c. The First Named Insured accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as we, in our sole discretion, require.
2. The First Named Insured undergoes a **material change in organization**:
 - a. We will deem the acquired or formed organization or the merged or consolidated entity a Named Insured but only:
 - (1) For 60 days after the effective date of the **material change in organization**; and
 - (2) For a **claim, suit, damages, defense expenses, privacy administrative fines, consumer redress funds or first-party losses** first made, brought, taking place or discovered after the effective date of the **material change in organization**.
 - b. We will provide no coverage under this policy for the acquired or formed organization or the merged or consolidated entity 60 days after the effective date of the **material change in organization**, unless:
 - (1) The First Named Insured gives us information we request regarding the **material change in organization**;
 - (2) We agree in writing to provide coverage for such organization or entity; and
 - (3) The First Named Insured accepts any terms, conditions, exclusions or limitations, including payment of additional premium, as we, in our sole discretion, require.
3. Any of the following events occur:
 - a. The First Named Insured is dissolved, sold, acquired by, merged into or consolidated with another entity and the First Named Insured is not the surviving entity; or
 - b. A third-party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to the First Named Insured;
 this policy will only apply to an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** that first occurs before the date of the event under Paragraphs a. or b. above.
4. Any of the following events occur:
 - a. Any Named Insured, other than the First Named Insured, is dissolved, sold, acquired by, merged into or consolidated with another entity and the Named Insured is not the surviving entity;
 - b. The First Named Insured's beneficial or legal ownership interest in any Named Insured becomes less than 50%; or
 - c. A third-party receiver, conservator, trustee, liquidator, rehabilitator or any similar official is appointed for or with respect to any Named Insured, other than the First Named Insured;
 this policy will only apply to an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** by such Named Insured, including any person or



organization qualifying as an insured because of such Named Insured, that first occurs before the date of the event under Paragraphs **a.**, **b.** or **c.** above.

E. Changes to Policy

This policy contains all the agreements between you and us concerning the insurance afforded. The First Named Insured may, with our consent, make changes in the terms of this policy, including exercising or declining to exercise any Extended Reporting Period. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

F. Coverage Territory

1. This policy applies to an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** that takes place anywhere other than a country subject to U.S. economic or trade sanctions. If a **claim** is made or a **suit** or **privacy administrative proceeding** is brought outside the United States or its territories or possessions, we will have the right but not the duty to defend, investigate or settle such **claim, suit** or **privacy administrative proceeding**.
2. This policy applies to a **first-party incident** that takes place anywhere other than a country subject to U.S. economic or trade sanctions.
3. If any covered amounts are sustained or incurred in currency other than United States dollars, the amounts will be converted into United States dollars according to the prevailing rate of exchange:
 - a. At the time of judgment or settlement for **damages** or final order or imposition of **privacy administrative fines** or **consumer redress funds**; or
 - b. On the day before we pay any other amounts, including **defense expenses** or **first-party loss**.

G. Defense and Settlement

We have the right and duty to defend any **suit** seeking those **damages**, or any **privacy administrative proceeding** seeking those **privacy administrative fines** or **consumer redress funds**, to which this insurance applies. We have the right, but not the duty, to defend any **suit** or **privacy administrative proceeding** seeking **non-monetary relief** because of an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation**. We may, at our discretion, investigate any **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** and settle any resulting **claim, suit** or **privacy administrative proceeding**. But:

1. The amount we will pay for **damages, privacy administrative fines, consumer redress funds** and **defense expenses** is limited as described in **SECTION IV – LIMITS OF INSURANCE**; and
2. Our right and duty to defend ends when we have used up:
 - a. The applicable Limit of Insurance in the payment of **damages** or **defense expenses** under Liability Coverages **1, 2** or **3**; or
 - b. The applicable Limit of Insurance in the payment of **privacy administrative fines, consumer redress funds** or **defense expenses** under Liability Coverage **4**.

H. Duties in the Event of a First-Party Incident – First-Party Insuring Agreements

1. You must give us written notice of any **first-party incident** as soon as reasonably practicable, but no later than 30 days after any member of the **control group** first discovers or is made aware of such incident.
2. You and any other involved insured must:
 - a. Notify the police if the **first-party incident** involves a violation or possible violation of the law;
 - b. Submit to examination under oath at our request, while not in the presence of any other insured, and give us a signed statement of your answers;
 - c. As often as reasonably requested, permit us to inspect the **insured's network** and examine and make copies of your books and records;
 - d. Send us a detailed, signed sworn proof of loss as soon as reasonably practicable after our request; and
 - e. Cooperate with us in the investigation and settlement of the **first-party incident**.

I. Duties in the Event of a Claim, Suit or Proceeding – Liability Insuring Agreements

1. You must give us written notice of any **claim, suit** or **privacy administrative proceeding** as soon as reasonably practicable after any member of the **control group** first becomes aware of the **claim, suit** or **privacy administrative proceeding**.



2. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim, suit or privacy administrative proceeding**;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, defense or settlement of the **claim, suit or privacy administrative proceeding**; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

J. Duties in the Event of a Potential Claim or Proceeding – Liability Insuring Agreements

If, during the Policy Period shown in the Declarations, a member of the **control group** first becomes aware of a **circumstance**, and written notice of such **circumstance** is provided to us as soon as reasonably practicable stating the reasons for anticipating a **claim or privacy administrative proceeding**, including:

1. The specific **error or omission, information risk incident, communication incident** or violation of a **privacy regulation**;
 2. The dates and individuals involved;
 3. The identities of anticipated or possible claimants; and
 4. The circumstances by which you first became aware of the **circumstance**;
- any covered **claim or privacy administrative proceeding** subsequently made or brought against you and arising out of such **circumstance** will be deemed made when the **control group** first became aware of such **circumstance**.

K. Economic and Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy does not provide coverage if any term or condition violates any laws or regulations of the United States concerning economic and trade embargoes, including:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any **claim** made or **suit or privacy administrative proceeding** brought:
 - a. In a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such **claim, suit or privacy administrative proceeding** is prohibited by U.S. economic or trade sanctions; or
 - b. By any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
3. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
4. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity that is otherwise subject to U.S. economic or trade sanctions.

A Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC) as it may be from time to time amended.

A Sanctioned Country is a country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

L. Legal Action Against Us

No person or organization has a right under this policy:

1. To join us as a party or otherwise bring us into a **claim, suit or privacy administrative proceeding** against an insured; or
2. To sue us under this policy unless all of its terms have been fully complied with.



A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for **damages** that are not payable under the this policy or are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

M. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

N. Notices and Premiums

The First Named Insured will act on behalf of all insureds for any notice given or received under this policy, paying additional premium, or accepting return premium.

O. Non-Stacking of Coverage Under Multiple Policies or Coverage Forms

If there is coverage under multiple policies or coverage forms that we or any of our affiliates have issued to an insured for any:

1. **Claims, suits or privacy administrative proceedings or damages or defense expenses** arising out of them; or
 2. **First-party incidents** and any **first-party loss** arising out of such incidents;
- we will pay no more than the maximum Limit of Insurance available for a single policy period under the single coverage within a single policy or coverage form that provides the greatest applicable Limit of Insurance. This condition does not apply to any policy or coverage form written specifically by us or one of our affiliates as excess of this insurance.

P. Other Insurance

This insurance is excess over any other valid and collectible insurance that is available to the insured for a loss we cover under this policy, unless such other insurance is written specifically as excess of this insurance.

Q. Related Claims, Suits or Proceedings – Liability Insuring Agreements

All **related claims, suits or proceedings**, whenever made or brought, are deemed a single **claim, suit or privacy administrative proceeding** first made or brought at the earlier of:

1. When the first of all such **related claims, suits or proceedings** was made or brought; or
2. When the earliest of all such **related claims, suits or proceedings** is deemed made or brought under Paragraph **W. When a Claim, Suit or Proceeding is Made** below.

R. Representations and Incorporation of Application

1. By accepting this policy, you and all insureds represent and agree that the application and any statements or representations contained in any application or any other materials submitted for this policy:
 - a. Are accurate and complete regardless of whether we provided such application or materials;
 - b. Form the basis for, and have been relied upon by us in issuing, this policy; and
 - c. Are incorporated into and form a part of this policy.
2. We will not impute to another insured knowledge of any material statement, misrepresentation or omission in the application or other materials submitted for this policy unless such material statement, misrepresentation or omission is:
 - a. Known to the person or persons who signed the application; or
 - b. Made by or with the consent or knowledge of any member of the **control group**.
3. This policy is void with respect to any insured that knew of any material misstatement, misrepresentation or omission in the application or other materials submitted for this policy.

S. Risk Management

We may provide or make available risk management services in connection with this policy for the purpose of managing and reducing risks covered by the policy. We have no obligation to provide or make available any services, however, and any such services may cease or change at any time.



T. Supplementary Payments – Liability Insuring Agreements

We will pay, with respect to any **claim** or **privacy administrative proceeding** we investigate or settle or any **suit** against an insured we defend:

1. All expenses, other than **defense expenses**, that we incur.
2. The cost of appeal bonds for a covered **suit** or **privacy administrative proceeding** if we exercise our right to bring that appeal.
3. Prejudgment interest awarded against the insured on that part of any judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay prejudgment interest based on that period of time after the offer.
4. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance.
5. Up to \$1,000 per day in actual lost earnings incurred by the insured due to time taken off from work at our request and in support of our investigation or defense of a **claim, suit** or **privacy administrative proceeding**, subject to a maximum amount of \$25,000 per **claim, suit** or **privacy administrative proceeding**.

These payments will not reduce the Limits of Insurance.

U. Transfer of Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative.

V. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim, suit** or **first-party loss** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

W. When a Claim, Suit or Proceeding is Made – Liability Insuring Agreements

A **claim, suit** or a **privacy administrative proceeding** is deemed to have been made at the earlier of the following times:

1. When notice of such **claim, suit** or **privacy administrative proceeding** is received by any member of the **control group** or by us, whichever comes first; or
2. When the **control group** first became aware of a **circumstance** if you gave us written notice in accordance with Paragraphs **H. Duties in the Event of a First-Party Incident** or **J. Duties in the Event of a Potential Claim or Proceeding** above.

X. When We Do Not Renew

We are not required to renew this policy upon expiration. If we decide not to renew this policy, we will mail or deliver to the First Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PREVIOUS LIMITS OF INSURANCE AND RETENTION –
COMMUNICATION LIABILITY**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 1

Endorsement Effective Date: 01/01/2023

SCHEDULE**3. Communication Liability**

Previous Each Claim or Suit Limit:	\$ 4,000,000
Previous Aggregate Limit:	\$ 4,000,000
Previous Retention:	\$ 25,000
Retroactive Date:	01/01/2015

Previous Each Claim or Suit Limit:	\$ 2,000,000
Previous Aggregate Limit:	\$ 2,000,000
Previous Retention:	\$ 25,000
Retroactive Date:	05/15/2012

- A.** The following is added to Paragraph **3. Communications Liability Coverage** in Paragraph **A. Liability Insuring Agreements** of **SECTION I – COVERAGES**:

Subject to the applicable Previous Limits of Insurance and Previous Retentions shown in the Schedule above, we will pay those sums that the insured becomes legally obligated to pay as **damages and defense expenses** because of a **communication incident** to which this insurance applies if the **communication incident** was committed within the Coverage Territory, before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A **communication incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

- B.** The following is added to Paragraph **a. Aggregate Limit** in Paragraph **3. Liability Coverage 3 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Aggregate Limit

However, subject to Paragraph **C.** above, the Previous Aggregate Communication Liability Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **3** for the sum of all **damages and defense expenses** for all **claims or suits** arising out of all **communication incidents** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule. If the Previous Aggregate Communication Liability Limit applies, the Aggregate Communication Liability Limit shown in the

Declarations does not apply.

A **communication incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

The Previous Aggregate Communication Liability Limit shown in the Schedule is subject to, part of and not in addition to the Aggregate Communication Liability Limit shown in the Declarations. Any amounts we pay under the Previous Aggregate Communication Liability Limit will reduce and may exhaust the Aggregate Communication Liability Limit.

- C.** The following is added to Paragraph **b. Each Claim or Suit Limit** in Paragraph **3. Liability Coverage 3 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Each Claim or Suit Limit

However, subject to Paragraph **D.3.a.** above, the Previous Each Claim or Suit Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **3** for each **claim** or **suit** arising out of a **communication incident** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A **communication incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

If the Previous Each Claim or Suit Limit applies, the Each Claim or Suit Limit shown in the Declarations does not apply. All **related claims, suits or proceedings** are subject to the Each Claim or Suit Limit or Previous Each Claim or Suit Limit, whichever applies to the first **communication incident** that was committed.

- D.** The following is added to Paragraph **B.** of **SECTION V – RETENTIONS**:

Previous Communication Liability Retention

The Previous Retention shown in the Schedule applies to each **claim** or **suit**, including all **related claims, suits or proceedings**, arising out of a **communication incident** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A **communication incident** that is part of any **related circumstances** is deemed committed at the time the earliest **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

- E.** The following is added to Paragraph **C.** of **SECTION V – RETENTIONS**:

If the Retention shown in the Declarations and the Previous Retention shown in the Schedule apply to the same **claim** or **suit**, you are required to pay only the Retention shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PREVIOUS LIMITS OF INSURANCE AND RETENTION –
ERRORS OR OMISSIONS LIABILITY –
YOUR PRODUCTS AND YOUR SERVICES**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 2

Endorsement Effective Date: 01/01/2023

SCHEDULE

1. Errors or Omissions Liability – Your Products and Your Services

Previous Each Claim or Suit Limit:	\$ 4,000,000
Previous Aggregate Limit:	\$ 4,000,000
Previous Retention:	\$ 25,000
Retroactive Date:	01/01/2015

Previous Each Claim or Suit Limit:	\$ 2,000,000
Previous Aggregate Limit:	\$ 2,000,000
Previous Retention:	\$ 25,000
Retroactive Date:	05/15/2012

A. The following is added to Paragraph 1. Errors or Omissions Liability Coverage – Your Products and Your Services in Paragraph A. Liability Insuring Agreements of SECTION I – COVERAGES:

Subject to the applicable Previous Limits of Insurance and Previous Retentions shown in the Schedule above, we will pay those sums that the insured becomes legally obligated to pay as **damages and defense expenses** because of an **error or omission** to which this insurance applies if the **error or omission** was committed within the Coverage Territory, before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **error or omission** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

B. The following is added to Paragraph a. Aggregate Limit in Paragraph 1. Liability Coverage 1 Limits in Paragraph D. Individual Liability Coverage Limits of SECTION IV – LIMITS OF INSURANCE:

Previous Aggregate Limit

However, subject to Paragraph C. above, the Previous Aggregate Error or Omission Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage 1 for the sum of all **damages and defense expenses** for all **claims or suits** arising out of all **errors or omissions** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the

Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule. If the Previous Aggregate Error or Omission Limit applies, the Aggregate Error or Omission Limit shown in the Declarations does not apply.

An **error or omission** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

The Previous Aggregate Error or Omission Limit shown in the Schedule is subject to, part of and not in addition to the Aggregate Error or Omission Limit shown in the Declarations. Any amounts we pay under the Previous Aggregate Error or Omissions Limit will reduce and may exhaust the Aggregate Error or Omission Limit.

- C. The following is added to Paragraph **b. Each Claim or Suit Limit** in Paragraph **1. Liability Coverage 1 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Each Claim or Suit Limit

However, subject to Paragraph **D.1.a.** above, the Previous Each Claim or Suit Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **1** for each **claim** or **suit** arising out of an **error or omission** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **error or omission** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

If the Previous Each Claim or Suit Limit applies, the Each Claim or Suit Limit shown in the Declarations does not apply. All **related claims, suits or proceedings** are subject to the Each Claim or Suit Limit or Previous Each Claim or Suit Limit, whichever applies to the first **error or omission** that was committed.

- D. The following is added to Paragraph **B.** of **SECTION V – RETENTIONS**:

Previous Errors or Omissions Retention

The Previous Retention shown in the Schedule applies to each **claim** or **suit**, including all **related claims, suits or proceedings**, arising out of an **error or omission** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **error or omission** that is part of any **related circumstances** is deemed committed at the time the earliest **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

- E. The following is added to Paragraph **C.** of **SECTION V – RETENTIONS**:

If the Retention shown in the Declarations and the Previous Retention shown in the Schedule apply to the same **claim** or **suit**, you are required to pay only the Retention shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PREVIOUS LIMITS OF INSURANCE AND RETENTION –
INFORMATION RISK LIABILITY**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 3

Endorsement Effective Date: 01/01/2023

SCHEDULE**2. Information Risk Liability**

Previous Each Claim or Suit Limit:	\$	4,000,000
Previous Aggregate Limit:	\$	4,000,000
Previous Retention:	\$	25,000
Retroactive Date:		01/01/2015

Previous Each Claim or Suit Limit:	\$	2,000,000
Previous Aggregate Limit:	\$	2,000,000
Previous Retention:	\$	25,000
Retroactive Date:		05/15/2012

- A.** The following is added to Paragraph **2. Information Risk Liability Coverage** in Paragraph **A. Liability Insuring Agreements** of **SECTION I – COVERAGES**:

Subject to the applicable Previous Limits of Insurance and Previous Retentions shown in the Schedule above, we will pay those sums that the insured becomes legally obligated to pay as **damages** and **defense expenses** because of an **information risk incident** to which this insurance applies if the **information risk incident** was committed within the Coverage Territory, before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **information risk incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission**, **information risk incident**, **communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

- B.** The following is added to Paragraph **a. Aggregate Limit** in Paragraph **2. Liability Coverage 2 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Aggregate Limit

However, subject to Paragraph **C.** above, the Previous Aggregate Information Risk Liability Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **2** for the sum of all **damages** and **defense expenses** for all **claims** or **suits** arising out of all **information risk incidents** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule. If the Previous Aggregate Information Risk Liability Limit applies, the Aggregate Information Risk Liability Limit shown in the

Declarations does not apply.

An **information risk incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

The Previous Aggregate Information Risk Liability Limit shown in the Schedule is subject to, part of and not in addition to the Aggregate Information Risk Liability Limit shown in the Declarations. Any amounts we pay under the Previous Aggregate Information Risk Liability Limit will reduce and may exhaust the Aggregate Information Risk Liability Limit.

- C. The following is added to Paragraph **b. Each Claim or Suit Limit** in Paragraph **2. Liability Coverage 2 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Each Claim or Suit Limit

However, subject to Paragraph **D.2.a.** above, the Previous Each Claim or Suit Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **2** for each **claim** or **suit** arising out of an **information risk incident** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **information risk incident** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

If the Previous Each Claim or Suit Limit applies, the Each Claim or Suit Limit shown in the Declarations does not apply. All **related claims, suits or proceedings** are subject to the Each Claim or Suit Limit or Previous Each Claim or Suit Limit, whichever applies to the first **information risk incident** that was committed.

- D. The following is added to Paragraph **B.** of **SECTION V – RETENTIONS**:

Previous Information Risk Incident Retention

The Previous Retention shown in the Schedule applies to each **claim** or **suit**, including all **related claims, suits or proceedings**, arising out of an **information risk incident** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

An **information risk incident** that is part of any **related circumstances** is deemed committed at the time the earliest **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

- E. The following is added to Paragraph **C.** of **SECTION V – RETENTIONS**:

If the Retention shown in the Declarations and the Previous Retention shown in the Schedule apply to the same **claim** or **suit**, you are required to pay only the Retention shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PREVIOUS LIMITS OF INSURANCE AND RETENTION –
PRIVACY ADMINISTRATIVE PROCEEDING, FINES AND
CONSUMER REDRESS LIABILITY**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 4

Endorsement Effective Date: 01/01/2023

SCHEDULE**4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability**

Previous Each Proceeding Defense Limit:	\$	4,000,000
Previous Privacy Administrative Fines and Consumer Redress Limit:	\$	0
Previous Aggregate Limit:	\$	4,000,000
Previous Retention:	\$	25,000
Retroactive Date:		01/01/2015

Previous Each Proceeding Defense Limit:	\$	2,000,000
Previous Privacy Administrative Fines and Consumer Redress Limit:	\$	0
Previous Aggregate Limit:	\$	2,000,000
Previous Retention:	\$	25,000
Retroactive Date:		05/15/2012

A. The following is added to Paragraph 4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability Coverage in Paragraph A. Liability Insuring Agreements of SECTION I – COVERAGES:

Subject to the applicable Previous Limits of Insurance and Previous Retentions shown in the Schedule above, we will pay those sums that the insured becomes legally obligated to pay as:

- a. Privacy administrative fines** or to establish a **consumer redress fund**; and
- b. Defense expenses;**

because of a **privacy administrative proceeding** to which this insurance applies if the violation of a **privacy regulation** was committed within the Coverage Territory, before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A violation of a **privacy regulation** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

B. The following is added to Paragraph a. Aggregate Limit in Paragraph 4. Liability Coverage 4 Limits in Paragraph D. Individual Liability Coverage Limits of SECTION IV – LIMITS OF INSURANCE:

Previous Aggregate Limit

However, subject to Paragraph C. above, the Previous Aggregate Privacy Administrative Proceeding and Fines Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage 4 for the

sum of all **defense expenses, privacy administrative fines and consumer redress funds** for all **privacy administrative proceedings** arising out of all violations of a **privacy regulation** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule. If the Previous Aggregate Privacy Administrative Proceeding and Fines Limit applies, the Aggregate Privacy Administrative Proceeding and Fines Limit shown in the Declarations does not apply.

A violation of a **privacy regulation** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

The Previous Aggregate Privacy Administrative Proceeding and Fines Limit shown in the Schedule is subject to, part of and not in addition to the Aggregate Privacy Administrative Proceeding and Fines Limit shown in the Declarations. Any amounts we pay under the Previous Aggregate Privacy Administrative Proceeding and Fines Limit will reduce and may exhaust the Aggregate Privacy Administrative Proceeding and Fines Limit.

- C. The following is added to Paragraph **b. Each Proceeding Defense Limit** in Paragraph **4. Liability Coverage 4 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Each Proceeding Defense Limit

However, subject to Paragraph **D.4.a.** above, the Previous Each Privacy Administrative Proceeding Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **4** for all **defense expenses** for each **privacy administrative proceeding** arising out of a violation of a **privacy regulation** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A violation of a **privacy regulation** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

If the Previous Each Privacy Administrative Proceeding Limit applies, the Each Privacy Administrative Proceeding Limit shown in the Declarations does not apply. All **related claims, suits or proceedings** are subject to the Each Privacy Administrative Proceeding Limit or Previous Each Privacy Administrative Proceeding Limit, whichever applies to the first violation of a **privacy regulation** that was committed.

- D. The following is added to Paragraph **c. Privacy Administrative Fines and Consumer Redress Limit** in Paragraph **4. Liability Coverage 4 Limits** in Paragraph **D. Individual Liability Coverage Limits** of **SECTION IV – LIMITS OF INSURANCE**:

Previous Privacy Administrative Fines and Consumer Redress Limit

However, subject to Paragraph **D.4.a.** above, the Previous Privacy Administrative Fines and Consumer Redress Limit shown in the Schedule applies to and is the most we will pay under Liability Coverage **4** for all **privacy administrative fines and consumer redress funds** arising out of a violation of a **privacy regulation** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A violation of a **privacy regulation** that is part of any **related circumstances** is deemed committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

If the Previous Privacy Administrative Fines and Consumer Redress Limit applies, the Privacy Administrative Fines and Consumer Redress Limit shown in the Declarations does not apply.

- E. The following is added to Paragraph **B.** of **SECTION V – RETENTIONS**:

Previous Privacy Administrative Proceeding, Fines and Consumer Redress Liability Retention

The Previous Retention shown in the Schedule applies to each **privacy administrative proceeding**, including all **related claims, suits or proceedings**, arising out of a violation of a **privacy regulation** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive

Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

A violation of a **privacy regulation** that is part of any **related circumstances** is deemed committed at the time the earliest **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** from those **related circumstances** was committed.

F. The following is added to Paragraph **C.** of **SECTION V – RETENTIONS**:

If the Retention shown in the Declarations and the Previous Retention shown in the Schedule apply to the same **claim** or **suit**, you are required to pay only the Retention shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PREVIOUS MAXIMUM POLICY AGGREGATE LIMIT OR
COMBINED LIABILITY LIMIT**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 5
Endorsement Effective Date: 01/01/2023

SCHEDULE

Previous Maximum Policy Aggregate Limit	Retroactive Date
\$ 4,000,000	01/01/2015
\$ 2,000,000	05/15/2012
Previous Combined Liability Limit	Retroactive Date
\$ 4,000,000	01/01/2015
\$ 2,000,000	05/15/2012

A. The following is added to Paragraph B. Maximum Policy Aggregate Limit of SECTION IV – LIMITS OF INSURANCE:

Previous Maximum Policy Aggregate Limit

However, the Previous Maximum Policy Aggregate Limit shown in the Schedule applies to and is the most we will pay for the sum of:

- Damages and defense expenses** for the combined total of all **claims or suits** under Liability Coverages **1, 2 and 3** arising out of **errors or omissions, information risk incidents or communication incidents** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule;
- Defense expenses, privacy administrative fines and consumer redress funds** for the total of all **privacy administrative proceedings** under Liability Coverage **4** arising out of violations of a **privacy regulation** committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule; and
- All first-party loss, except breach consultation services** for an **information risk incident**.

All **related circumstances** are deemed to have been committed at the time the first **error or omission, extortion, information risk incident, communication incident** or violation of a **privacy regulation** was committed.

If the Previous Maximum Policy Aggregate Limit applies, the Maximum Policy Aggregate Limit shown in the Declarations does not apply. The Previous Maximum Policy Aggregate Limit is subject to, part of and not in addition to the Maximum Policy Aggregate Limit. Any amounts we pay under the Previous Maximum Policy Aggregate Limit will reduce and may exhaust the Maximum Policy Aggregate Limit.

B. The following is added to Paragraph C. Combined Liability Limit – All Liability Insuring Agreements of SECTION IV – LIMITS OF INSURANCE:

Previous Combined Liability Limit – All Liability Insuring Agreements

However, subject to Paragraph **B.** above, the Previous Combined Liability Limit is the most we will pay for the sum of:

- Damages and defense expenses** for the combined total of all **claims or suits** under Liability

Coverages **1, 2 and 3** arising out of **errors or omissions, information risk incidents or communication incidents**; and

- 2. Defense expenses, privacy administrative fines and consumer redress funds** for the total of all **privacy administrative proceedings** under Liability Coverage **4** arising out of violations of a **privacy regulation**;

committed before the Retroactive Date shown in the Declarations, on or after the applicable Retroactive Date shown in the Schedule and before the subsequent Retroactive Date, if any, shown in the Schedule.

All **related circumstances** are deemed to have been committed at the time the first **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** was committed.

If the Previous Combined Liability Limit applies, the Combined Liability Limit shown in the Declarations does not apply. The Previous Combined Liability Limit is subject to, part of and not in addition to the Combined Liability Limit. Any amounts we pay under the Previous Combined Liability Limit will reduce and may exhaust the Combined Liability Limit.

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT – LIABILITY COVERAGE 2, 3 OR 4**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 6

Endorsement Effective Date: 01/01/2023

SCHEDULE**Liability Coverages**☒**2. Information Risk Liability**☐**3. Communication Liability**☐**4. Privacy Administrative Proceeding, Fines and Consumer Redress Liability**

A Liability Coverage applies to the additional insured only if an "X" is entered in the box above.

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

Any person or organization that is not otherwise an insured under this policy and that you are required by written contract or agreement to name as an additional insured is an insured. However:

1. Such person or organization is an insured for Liability Coverage **2, 3 or 4** only if an "X" is entered in the box in the Schedule above for such Liability Coverage.
2. Such person or organization is an insured only for a covered **information risk incident, communication incident** or violation of a **privacy regulation** committed by you or others acting on your behalf to provide **your product** or **your services** in connection with that written contract or agreement.
3. No such person or organization is an insured for any **claim** or **suit** arising out of:
 - a. Their independent acts, errors or omissions; or
 - b. Any act, error, omission, **information risk incident, communication incident** or violation of a **privacy regulation** committed before that contract or agreement was executed.
4. The insurance afforded to such person or organization:
 - a. Only applies to the extent permitted by law;
 - b. Will not be broader than that which you are required by the contract or agreement to provide for the person or organization; and
 - c. Is excess over any other valid and collectible insurance that is available to the person or organization for a loss we cover under this policy.

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – NOTIFICATION EXPENSE DEFINITION

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 7

Endorsement Effective Date: 01/01/2023

The following is added to Paragraph **II. Notification expense** of **SECTION VII – DEFINITIONS**:

Notification expense includes cost or expense of notification that a **designated vendor** reasonably recommends.

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED
ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 8

Endorsement Effective Date: 01/01/2023

The following replaces Paragraph **B.3.** of **SECTION III – WHO IS AN INSURED**:

3. Any organization, other than a partnership or joint venture, you newly acquire or form after the Effective Date shown in the Declarations and over which you maintain ownership or a majority interest if that organization has no other similar insurance and you:
 - a. Comply with Paragraph **D. Change in Risk** in **SECTION VIII – CONDITIONS**; and
 - b. Agree to any premium adjustment or coverage revision that we require to continue coverage for such organization.

But no such organization is an insured for any **error or omission, information risk incident, communication incident, bodily injury, property damage** or violation of a **privacy regulation** committed, or any **first-party loss** that occurred or was discovered, before you acquired or formed the organization.

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BREACH CONSULTATION SERVICES –
SUBJECT TO COMBINED FIRST-PARTY LIMIT AND
MAXIMUM POLICY AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 9

Endorsement Effective Date: 01/01/2023

A. The following replaces Paragraph **3.** of Paragraph **B. Maximum Policy Aggregate Limit** of **SECTION IV – LIMITS OF INSURANCE:**

3. All **first-party loss.**

B. The following replaces Paragraph **F. Combined First-Party Limit – First-Party Insuring Agreements** of **SECTION IV – LIMITS OF INSURANCE:**

F. Combined First-Party Limit – First-Party Insuring Agreements

Subject to Paragraph **B.** above, the Combined First-Party Limit is the most we will pay for the sum of all **first-party loss.**

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND DEFINITION OF FORENSIC EXPENSE

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 10

Endorsement Effective Date: 01/01/2023

The following replaces Definition **W. Forensic Expense** of **SECTION VII – DEFINITIONS**:

W. Forensic expense:

1. Means the reasonable expenses for forensic analysis by a **designated vendor** of the nature, extent and severity of an **information risk incident** and the number and identities of persons affected.
2. Does not include **defense expenses** or compensation, fees, benefits, overhead or internal charges of any insured.

POLICY NUMBER: 760-01-05-47-0004

INFORMATION TECHNOLOGY SOLUTIONS™

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMEND DEFINITION OF EXTORTION PAYMENTS AND REWARDS**

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

Endorsement Number: 11

Endorsement Effective Date: 01/01/2023

The following replaces Paragraph **T. Extortion payments and rewards** of **SECTION VII – DEFINITIONS**:

T. Extortion payments and rewards means payment:

1. To someone who commits **extortion** if:
 - a. The payment is approved by us in writing;
 - b. The payment is facilitated and negotiated by a **designated vendor**;
 - c. You, working with the **designated vendor**, take all reasonable steps, and make a good faith effort, to eliminate or reduce the **extortion** demand;
 - d. You take all reasonable steps, and make a good faith effort, to restore the impacted data;
 - e. You fully cooperate with us and the **designated vendor** to investigate steps to restore the impacted data;
 - f. You previously reported the **extortion** to applicable law enforcement or regulatory agencies;
 - g. You did not notify any person or entity of the existence of the coverage for **extortion**; and
 - h. The person who commits the **extortion** is not an **employee** or an insured; or
2. As a reward, to someone who provides information that leads to the identification and arrest of one who commits **extortion** if:
 - a. The reward is not paid to an **employee**, an insured or anyone engaged by you in connection with the **extortion**; and
 - b. The amount of the reward does not exceed the demand by, or the amount paid to, the person who commits the **extortion**.

NEW YORK FREE TRADE ZONE CHANGES

This endorsement modifies insurance provided under the following:

INFORMATION TECHNOLOGY SOLUTIONS™ – COMPLETE

- A. The following is added to the Notice at the top of this policy:

WE WILL HAVE NO OBLIGATION TO PAY JUDGMENTS, SETTLEMENTS OR DEFENSE EXPENSES ONCE THE APPLICABLE LIMITS OF INSURANCE ARE EXHAUSTED BY DEFENSE EXPENSES OR OTHERWISE.

- B. The following is added to Paragraph 4. **Privacy Administrative Proceeding, Fines and Consumer Redress Liability Coverage** in Paragraph A. **Liability Insuring Agreements** of **SECTION I – COVERAGES**:

The coverage of any covered **privacy administrative fines** is limited by and subject to the provisions of the New York Free Trade Zone Changes Endorsement.

- C. The following replaces Paragraph O. **Intentional Act** of **SECTION II – EXCLUSIONS**:

O. Intentional Act

Any intentional, dishonest, fraudulent, malicious or criminal act or omission by any insured.

This exclusion does not apply to **defense expenses**:

1. Unless an admission, final adjudication, arbitration, finding of fact, judgment or plea, including a plea of no contest or *nolo contendere*, establishes that such intentional, dishonest, fraudulent, malicious or criminal act or omission was committed by the insured, provided that **defense expenses** for criminal proceedings are not insurable under this policy.
2. To an insured that did not participate in or know about the intentional, dishonest, fraudulent, malicious or criminal act or omission, unless such act or omission was committed with the consent or knowledge of the First Named Insured or any member of the **control group**.

- D. The following is added to **SECTION IV – LIMITS OF INSURANCE**:

In accordance with New York Insurance Regulation Section 71.3(f), notwithstanding any other provision of this policy or the Declarations, if coverage under this policy is limited solely to **defense expenses** and does not include coverage for **damages**, coverage for such **defense expenses** shall not exceed 25% of the applicable Each Claim or Suit Limit or the Maximum Policy Aggregate Limit shown in the Declarations.

If we conclude that the applicable Limits of Insurance shown in the Declarations are likely to be exhausted by the payment of judgments or settlements, we will notify the First Named Insured in writing to that effect.

When the applicable Limits of Insurance are exhausted by the payment of judgments or settlements, we will notify the First Named Insured in writing as soon as practicable that:

1. Such Limits of Insurance have been exhausted; and
 2. Our duty to defend any **claim** or **suit** seeking **damages** subject to such Limits of Insurance have ended.
- We will take no action whatsoever with respect to any **claim** reported to us after such Limits of Insurance are exhausted, seeking **damages** that would have been subject to such Limits of Insurance.

You and any other involved insured must cooperate in the transfer of control of any **claim** or **suit** seeking **damages**. We will take steps we deem appropriate to avoid a default in, or continue the defense of, such **claims** or **suit** seeking **damages** until the transfer of the defense is completed, and you or any other involved insured must continue to cooperate with us in the transfer of control.

You and any other insured involved in a **claim** or **suit** seeking **damages** that may be subject to a Limit of Insurance that has been exhausted must arrange for the defense of such **claim** or **suit** seeking **damages** as soon as practicable, unless we and the insured agree on a time period for arranging such defense.

The First Named Insured will reimburse us for expenses we incurred in taking the steps we deem appropriate in the transfer of defense. The duty of the First Named Insured to reimburse us will begin on the date on which the applicable Limits of Insurance are exhausted, if we notify you that the Limits of Insurance are likely to be exhausted; or on the date on which we notify you that the Limits of Insurance are exhausted as described above.

E. Paragraph C. of **SECTION V – RETENTIONS** is deleted.

F. The following replaces Paragraph E. of **SECTION V – RETENTIONS**:

E. You may not transfer or insure your liability for payment of the Retention. If any portion of the full amount of the applicable Retention is not paid by you, we will pay such Retention. If we pay any portion of the Retention, you must repay us, and any amounts we have paid for the Retention will be credited against and will reduce the Limits of Insurance unless and until they are repaid in full.

G. The following replaces **SECTION VI – EXTENDED REPORTING PERIOD**:

SECTION VI – EXTENDED REPORTING PERIOD

A. We will provide one or more Extended Reporting Periods, as described below, if:

1. There is a **termination of coverage**; or
2. We renew or replace this policy with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this policy; or
 - b. Does not apply to an **error or omission, information risk incident, communication incident** or violation of a **privacy regulation** on a claims-made basis.

B. Extended Reporting Periods do not apply to First-Party Coverage, extend the Policy Period shown in the Declarations or change the scope of the original terms of the policy coverage provided. They only apply to **claims** made or **suits** or **privacy administrative proceedings** brought during the Extended Reporting Period for **errors or omissions, information risk incidents, communication incidents** or violations of a **privacy regulation** committed prior to the **termination of coverage** and after the Retroactive Date shown in the Declarations. Once in effect, an Extended Reporting Period may not be cancelled.

C. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the **termination of coverage** and lasts for 60 days after the **termination of coverage**. The Basic Extended Reporting Period does not apply to any **claim, suit** or **privacy administrative proceeding** covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such **claim, suit** or **privacy administrative proceeding**. The Basic Extended Reporting Period does not increase or reinstate the Limits of Insurance.

D. A Supplemental Extended Reporting Period is available but only by endorsement and for an extra charge. You must give us a written request for such endorsement within 60 days after the **termination of coverage**. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

1. The First Named Insured may purchase a Supplemental Extended Reporting Period and the additional premium for such Supplemental Extended Reporting Period without reinstated Limits of Insurance will not exceed 200% of the annual premium of the policy.
2. If the First Named Insured is not a **large commercial insured**:
 - a. Options available for the Supplemental Extended Reporting Period include the right to purchase a three-year Supplemental Extended Reporting Period; and

- b. If we have issued a claims-made policy for **errors or omissions** to the First Named Insured for a period of at least three years preceding the **termination of coverage**, the First Named Insured may purchase a three-year Supplemental Extended Reporting Period with an Aggregate Limit of Insurance that is equal to, in addition to and not part of our Maximum Policy Aggregate Limit of Insurance shown in the Declarations, and we will determine the additional premium for the Supplemental Extended Reporting Period upon receipt of the First Named Insured's request. If we have issued a claims-made policy for **errors or omissions** to the First Named Insured for a period of time less than three years preceding the **termination of coverage**, the First Named Insured may purchase a three-year Supplemental Extended Reporting Period with an Aggregate Limit of Insurance which is the greater of:
- (1) The amount remaining in the Maximum Policy Aggregate Limit; or
 - (2) 50% of the Maximum Policy Aggregate Limit.
- However, if the **termination of coverage** is due only to a decrease in the Maximum Policy Aggregate Limit, the reinstatement required by this Paragraph 2. for the Aggregate Limit of Insurance will not exceed the amount of such decrease.
3. If the First Named Insured is a **large commercial insured**:
- a. Options available for the Supplemental Extended Reporting Period include a one-year Supplemental Extended Reporting Period; and
 - b. The Supplemental Extended Reporting Period will not in any way increase the Limits of Insurance and our Aggregate Limit of Insurance for all **claims** made during the Supplemental Extended Reporting Period will be part of, and not in addition to, the Maximum Policy Aggregate Limit.
- E. If the First Named Insured is not a **large commercial insured**, subject to Paragraph F. below, we will provide written notice to the First Named Insured of the Basic Extended Reporting Period and the availability of, the premium for, and the importance of purchasing, a Supplemental Extended Reporting Period within 30 days after the **termination of coverage**.
- F. If this policy is cancelled due to nonpayment of premium or fraud by the insured, we will not be required to provide a premium quotation for a Supplemental Extended Reporting Period unless specifically requested by the First Named Insured. If the First Named Insured had less than one year of continuous claims-made coverage for **errors or omissions** with us, then we have no obligation to provide a premium quotation for a Supplemental Extended Reporting Period, or issue an endorsement for the same, even at the First Named Insured's request.
- G. If the First Named Insured is in liquidation or bankruptcy, or permanently ceases operation, and if the First Named Insured or its designated trustee, although entitled to, does not purchase a Supplemental Extended Reporting Period, the insured may purchase a Supplemental Extended Reporting Period by requesting to do so and paying the additional premium within 120 days of the **termination of coverage**. The right to purchase a Supplemental Extended Reporting Period granted by this Paragraph G. does not apply if the First Named Insured is a **large commercial insured**.
- H. Paragraph P. **Other Insurance** of **SECTION VIII – CONDITIONS** applies to a Supplemental Extended Reporting Period purchased in accordance with Paragraph D. above.
- H. The following is added to Paragraph 2.I. in Paragraph L. **Damages** of **SECTION VII – DEFINITIONS**:
- However, if New York law applies, punitive and exemplary damages are not insurable under the laws and public policy of the State of New York.
- I. The following is added to Paragraph KK. **Pollutants** of **SECTION VII – DEFINITIONS**:
- Pollutants** do not include lead, noise or electromagnetic fields.
- J. The following is added to Paragraph LL. **Privacy administrative fines** of **SECTION VII – DEFINITIONS**:
- Such civil fines or civil penalties are insurable under the applicable law most favorable to the insurability of those fines or civil penalties. However, no such fines or civil penalties are insurable under the laws and public policy of the State of New York.

K. The following definitions are added to SECTION VII – DEFINITIONS:

Large commercial insured means a “large commercial insured” as defined by New York Insurance Regulation Section 71.1(g).

Termination of coverage means:

1. Cancellation or nonrenewal of this policy; or
2. A decrease in limits, reduction of coverage, increased deductible or self-insured Retention, new exclusion or any other change in coverage less favorable to the insured.

L. The following replaces Paragraph 2. in Paragraph C. Cancellation of SECTION VIII – CONDITIONS:

2. We may cancel this policy by delivering or mailing written notice to the First Named Insured at the address shown in Item I. of the Declarations, with a copy to the producer of record, if applicable. Such notice will state the reason for, the amount of any premium due and effective date of cancellation:
 - a. 15 days before the effective date of cancellation for non-payment of premium; or
 - b. 60 days before the effective date of cancellation for any other reason.

If this policy has been in effect for more than 60 days or is a renewal of similar coverage issued by us, we may cancel this policy for one or more of the following reasons:

- a. Non-payment of premium;
- b. The insured's conviction of a crime arising out of an act increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation by the insured in obtaining this policy or in presenting a claim under this policy;
- d. After issuance of this policy or after the last renewal date, discovery of an act or omission by the insured, or an insured's violation of any policy term or condition, that substantially and materially increases the hazard insured against, and which occurred after inception of the Policy Period.
- e. A determination by the Superintendent of the New York State Department of Financial Services that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interests of our policyholders, our creditors or the public;
- f. A determination by the Superintendent of the New York State Department of Financial Services that the continuation of this policy would violate, or place us in violation of, any provision of the Insurance Law of the State of New York; or
- g. Revocation or suspension of the insured's license to practice the insured's profession.

If we have received no premium after 15 days' notice to the First Named Insured, we will cancel this policy as of the Effective Date shown in the Declarations.

M. The following is added to Paragraph C. Cancellation of SECTION VIII – CONDITIONS:

In connection with any notice required under this Paragraph C., we will also include a notification that, upon written request by the First Named Insured or its producer of record, if applicable, we will, within 10 days of such request, deliver or mail the following loss information, covering a time period equal to the lesser of six years or the period of time continuous coverage has been provided by us:

- a. For closed or open claims, a date and description of each such claim and any payments made; and
- b. For notice of any circumstances submitted or any similar notices of circumstances provision in a predecessor policy issued by us, a date and description of each such notice.

N. The following is added to Paragraph G. Defense and Settlement of SECTION VIII – CONDITIONS:

You will have the right to:

1. Consent to our choice of counsel, with your consent not unreasonably withheld, or select counsel subject to our consent, which we will not unreasonably withhold;
2. Participate in, and assist in the direction of, the defense of any **claim** or **suit**; and
3. Consent to a settlement, with your consent not unreasonably withheld.

O. The following is added to Paragraph H. Duties in the Event of a First-Party Incident – First-Party Insurance Agreements of SECTION VIII – CONDITIONS:

If you fail to provide notice of a **first-party incident** within the time period stated in Paragraph 1. above, and the failure prejudices our rights, we may deny coverage of such **first-party incident**.

- P.** The following is added to Paragraphs **H. Duties in the Event of a First-Party Incident – First-Party Insuring Agreements**, **I. Duties in the Event of a Claim, Suit or Proceeding – Liability Insuring Agreements** and **J. Duties in the Event of a Potential Claim or Proceeding – Liability Insuring Agreements** of **SECTION VIII – CONDITIONS**:

You may also give written notice to our authorized agent in the State of New York, with specific information sufficient to identify the insured and with the information required under this Paragraph.

- Q.** The following is added to Paragraph **L. Legal Action Against Us** of **SECTION VIII – CONDITIONS**:

If we do not pay any judgment covered by the terms of this policy within 30 days from the service of notice of the judgment upon the insured, the insured's attorney and us, then an action may be brought against us under the terms of this policy for the amount of judgment not exceeding the amount of the applicable Limit of Insurance under this policy, except during a stay or limited stay of execution against the insured on such judgment.

- R.** The following is added to Paragraph **R. Representations and Incorporation of Application** of **SECTION VIII – CONDITIONS**:

A misstatement, misrepresentation or omission will not be deemed material unless knowledge by us of the facts that were mistated, misrepresented or omitted would have led us to refuse to issue this policy.

- S.** The following replaces Paragraph **X. When We Do Not Renew** of **SECTION VIII – CONDITIONS**:

X. When We Do Not Renew or Conditional Renewal

We are not required to renew this policy upon expiration. If we decide not to renew this policy, or condition renewal on a change in the applicable Limit of Insurance or type of coverage, a reduction of coverage, increased Retention, or the addition of any exclusion, we will deliver or mail to the First Named Insured at the address shown in Item I. of the Declarations, with a copy to the producer of record, if applicable, written notice to that effect at least 60 days, but not more than 120 days, before the Expiration Date. Such notice will state the specific reason for nonrenewal or conditional renewal and will set forth the amount or a reasonable estimate of any premium increase and describe any additional proposed changes. We will also provide such notice for a conditional renewal with an increase in premium in excess of 10%, not including any premium increase commensurate with insured value added subsequent to the issuance of this policy or at the request of the First Named Insured, or as a result of experience rating, loss rating, retrospective rating or audit.

Alternatively, we may deliver or mail to the First Named Insured at the address shown in Item I. of the Declarations, with a copy to the producer or record, if applicable, written Alternative Notice that a Second Notice will be delivered or mailed at a later date indicating our specific intention with regard to this policy's nonrenewal or conditional renewal. Such Alternative Notice will advise the First Named Insured that coverage will continue on the same terms, conditions and rates as the expiring policy until the later of the Expiration Date or 60 days after the Second Notice is delivered or mailed.

If we provide notice of nonrenewal or conditional renewal less than 60 days before the Expiration Date, coverage will remain in effect under the same terms and conditions of this policy at the lower of the renewal rates or the expiring Policy Period rates until 60 days after such notice is mailed or delivered, unless the First Named Insured, during this 60 day period, has replaced the coverage or elects to cancel, in which event any return premium will be calculated on a pro rata basis. If the First Named Insured elects to renew on the basis of the conditional renewal notice, then such terms, conditions and rates will govern the policy upon expiration of such 60 days unless such notice was provided at least 30 days before the Expiration Date, in which event the terms, conditions and rates set forth in the conditional renewal notice will apply as of the Expiration Date.

If we provide notice of nonrenewal or conditional renewal on or after the Expiration Date, coverage will remain in effect under the same terms and conditions of this policy for another policy period, at the lower of the renewal rates or the expiring Policy Period rates, unless the First Named Insured, during such additional policy period, has replaced the coverage or elects to cancel, in which event any return premium will be calculated on a pro rata basis. If we provide notice of nonrenewal or conditional renewal on or after the Expiration Date, such notice will advise the First Named Insured of its rights to coverage and the duration of coverage.

We have no obligation to send notice of nonrenewal, conditional renewal, Alternative Notice or Second Notice if the First Named Insured, its producer of record, if applicable, or another insurer of the First Named Insured mails or delivers notice to us that this policy has been replaced or is no longer desired.

If we do not provide timely notice, the applicable Limits of Insurance will be increased in proportion to any applicable policy extension, up to a maximum of 100% of the applicable Limits of Insurance as shown in Item IV. of the Declarations.

In connection with any notice required under this Paragraph **X.**, we will also include a notification that, upon written request by the First Named Insured, or its producer of record, if applicable, we will within 10 days of such request, deliver or mail the following loss information, covering a time period equal to the lesser of 6 years or the period of time continuous coverage has been provided by us:

- c.** For closed or open claims, a date and description of each such claim and any payments made; and
- d.** For notice of any circumstances submitted or any similar notices of circumstances provision in a predecessor policy issued by us, a date and description of each such notice.



Customarq Series
Customarq Classic Insurance Program

Premium Summary

Named Insured and Mailing Address

CENTER FOR INTERNET SECURITY INC
 31 TECH VALLEY DRIVE
 EAST GREENBUSH, NY 12061

Producer No. 0062199-99999

Producer AUSTIN & CO., INC.
 20 CORPORATE WOODS BLVD.
 ALBANY, NY 12211-2350

Chubb Group of Insurance Companies
 202B Hall's Mill Road
 Whitehouse Station, NJ 08889

Policy Number 3588-66-87 EUC

Effective Date AUGUST 24, 2023

Issued by the stock insurance company indicated below, herein called the company.

**FEDERAL INSURANCE
 COMPANY**

*Incorporated under the laws of
 INDIANA*

Policy Period

From: JANUARY 1, 2023 To: JANUARY 1, 2024
 12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

Premium Audit

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Coverage

Rate

Premium

TOTAL

\$ 0



Premium Summary *(continued)*

Multiple form changes.

If ATD coverage is provided on this policy, additional certificate and handling fees may be imposed during the policy term.

Coverage Premium

Additional certificate and handling fees may be imposed as respects to certification of pressure equipment as mandated by State and/or local jurisdictional authorities.

Payment Plan

The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.



Property Insurance

Schedule of Forms

Policy Period JANUARY 1, 2023 TO JANUARY 1, 2024
Effective Date AUGUST 24, 2023
Policy Number 3588-66-87 EUC
Insured CENTER FOR INTERNET SECURITY INC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 2023

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-0280	7-03	SCHEDULE OF MORTGAGEES/LOSS PAYEES	01/01/23	10/24/22
80-02-0315	1-15	SUPP DEC-IMPAIRMENT OF COMP SERVICES	01/01/23	10/24/22
80-02-5603	8-06	NY MANDATORY - SPECIAL PROVISION FUNGUS	01/01/23	10/24/22
80-02-0005	1-18	PROPERTY DECLARATIONS	01/01/23	10/24/22
80-02-0085	6-20	NEW YORK - COMMUNICABLE DISEASE CONTAMINATION	01/01/23	10/24/22
80-02-0088	6-20	NEW YORK - DEBRIS REMOVAL COVERAGE AMENDED	01/01/23	10/24/22
80-02-0210	1-15	PROPERTY SUPPLEMENTARY DECLARATIONS	01/01/23	10/24/22
80-02-0215	7-03	PROPERTY SUPPLEMENTARY DEC.-BUSINESS INCOME	01/01/23	10/24/22
80-02-1000	3-19	BUILDING AND PERSONAL PROPERTY	01/01/23	10/24/22
80-02-1004	3-19	BUSINESS INCOME WITH EXTRA EXPENSE	01/01/23	10/24/22
80-02-1095	7-03	IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PGM	01/01/23	10/24/22
80-02-1097	3-19	PROPERTY/BI CONDITIONS & DEFINITIONS	01/01/23	10/24/22
80-02-1658	1-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)	01/01/23	10/24/22
80-02-1933	1-16	AMENDED CONDITIONS - NEW YORK MANDATORY	01/01/23	10/24/22
80-02-5246	11-07	DEF-BUSINESS INCOME R&D CONTINUING EXPENSES	01/01/23	10/24/22
80-02-5355	1-15	SPECIAL WAITING PERIOD PROVISION ADDED	01/01/23	10/24/22
80-02-5407	3-19	OCEAN CARGO COVERAGE ADDED	01/01/23	10/24/22
99-10-0996	4-18	IMPORTANT NOTICE-NY LOC INSPECTIONS	01/01/23	10/24/22

last page



Liability Insurance

Schedule of Forms

Policy Period JANUARY 1, 2023 TO JANUARY 1, 2024
Effective Date AUGUST 24, 2023
Policy Number 3588-66-87 EUC
Insured CENTER FOR INTERNET SECURITY INC

Name of Company FEDERAL INSURANCE COMPANY
Date Issued SEPTEMBER 1, 2023

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2322	4-94	DEFENSE OUTSIDE LIMITS	01/01/23	10/24/22
80-02-2362	4-01	CONDITION-WAIVER OF TRANS./RIGHTS OF RECOVERY	07/18/23	07/28/23
80-02-8531	1-16	EXCL - ACCESS/DISCLOSE CONFID. PERSONAL INFO.	01/01/23	10/24/22
80-02-8636	11-17	WAR - EXCLUSION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	10/24/22
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/01/23	01/04/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	01/25/23	02/06/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	03/23/23	03/23/23

continued



Schedule of Forms

(continued)

80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/24/23	09/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/24/23	09/01/23
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	08/24/23	09/01/23
80-02-2305	3-17	ADDL INSD - OWNER/LESS/CONT - ONGO OPS, SCHED	01/01/23	10/24/22
80-02-2305	3-17	ADDL INSD - OWNER/LESS/CONT - ONGO OPS, SCHED	01/01/23	10/24/22
80-02-2305	3-17	ADDL INSD - OWNER/LESS/CONT - ONGO OPS, SCHED	01/01/23	10/24/22
80-02-0010	4-94	LIABILITY DECLARATIONS	08/24/23	09/01/23
80-02-2000	4-01	GENERAL LIABILITY	01/01/23	10/24/22
80-02-2012	6-98	EMPLOYEE BENEFITS ERRORS OR OMISSIONS	01/01/23	10/24/22
80-02-2319	4-01	AGGREGATE LIMITS OF INSURANCE PER LOCATION	01/01/23	10/24/22
80-02-2653	7-09	PRIMARY NONCONTRIBUTORY-SCHEDULE PERS OR ORG	08/24/23	09/01/23
80-02-2658	4-01	EXCLUSION - PRIVACY	01/01/23	10/24/22
80-02-2717	2-06	NEW YORK MANDATORY	01/01/23	10/24/22
80-02-2718	4-94	NEW YORK MANDATORY - DEF./LOADING/UNLOADING	01/01/23	10/24/22
80-02-2846	2-06	NEW YORK MANDATORY	01/01/23	10/24/22
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	01/01/23	10/24/22
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	01/01/23	10/24/22
80-02-6989	1-09	NY MAND-DUTY TO REPORT CLAIMS/NOTICE OF LOSS	01/01/23	10/24/22
80-02-6991	1-09	NY MAND-DUTY TO REPORT CLAIMS/NOTICE OF LOSS	01/01/23	10/24/22
80-02-8422	4-12	EXCLUSION - POLLUTION	01/01/23	10/24/22
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	01/01/23	10/24/22
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	01/01/23	10/24/22
80-02-8446	3-17	ADDT INSD - OWNER/LESS/CONT - COMP OPS, SCHED	01/01/23	10/24/22
80-02-8446	3-17	ADDT INSD - OWNER/LESS/CONT - COMP OPS, SCHED	01/01/23	10/24/22
80-02-8446	3-17	ADDT INSD - OWNER/LESS/CONT - COMP OPS, SCHED	01/01/23	01/04/23
80-02-8446	3-17	ADDT INSD - OWNER/LESS/CONT - COMP OPS, SCHED	01/01/23	01/04/23
80-02-8559	3-17	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO.-AI/PI	01/01/23	10/24/22

last page

CHUBB®

Liability Insurance

Declarations

Named Insured and Mailing Address

CENTER FOR INTERNET SECURITY INC
31 TECH VALLEY DRIVE
EAST GREENBUSH, NY 12061

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3588-66-87 EUC

Effective Date AUGUST 24, 2023

Issued by the stock insurance company
indicated below, herein called the company.

FEDERAL INSURANCE
COMPANY

Producer No. 0062199-99999

Incorporated under the laws of
INDIANA

Producer AUSTIN & CO., INC.
20 CORPORATE WOODS BLVD.
ALBANY, NY 12211-2350

Policy Period

From: JANUARY 1, 2023 To: JANUARY 1, 2024
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$ 2,000,000
(PRODUCTS AND COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE)	
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000


Liability Coverage
 (continued)

Limit Of Insurance
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

AGGREGATE LIMIT	\$ 1,000,000	
EACH CLAIM LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 2,500
RETROACTIVE DATE		FEBRUARY 24, 2012

RATING INFORMATION
STATE: NEW YORK
COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

46881

CLASSIFICATION DESCRIPTION:

 PROFESS/TRADE ASSC-NO BLDG/PREM OWN/LEASE EXC AS OFC-FOR PRO
 (THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

MEMBERS:

168

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

61225

CLASSIFICATION DESCRIPTION:

 BLDG/PREM-OFFICE PREM PRIMARILY OCCUPIED BY INSURED'S EMPLOY
 (THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

20,223

STATE: NEW YORK
EMPLOYEE BENEFITS
CLASSIFICATION CODE NUMBER:

00176

CLASSIFICATION DESCRIPTION:

EMPLOYEE BENEFITS E&O

PREMIUM BASIS:

NUMBER OF EMPLOYEES:

60

Chubb. Insured.SM



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND ITS
RELATED
ENTITIES, THEIR COMMISSIONERS, DIRECTORS,
SUPERINTENDENTS,
OFFICERS, PARTNERS, EMPLOYEES, AGENTS, THEIR
AFFILIATES,
SUCCESSORS OR ASSIGNS
4 WORLD TRADE CENTER
150 GREENWICH ST, 19TH FLR
NEW YORK, NY 10007
POMONA UNIFIED SCHOOL DISTRICT, ITS BOARD MEMBERS,
SUPERINTENDENT, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS
AND REPRESENTATIVES
800 S GAREY AVENUE
POMONA, CALIFORNIA 91766
COUNTY OF SANTA BARBARA
105 E. ANAPAMU STREET SANTA, BARBARA, CA 93101
FORT BEND INDEPENDENT SCHOOL DISTRICT

Liability Endorsement
(continued)

16431 LEXINGTON BLVD SUGAR LAND, TX 77479
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND
VOLUNTEERS METRO COURTHOUSE
NASHVILLE, TN 37201 INTEREST: CONTRACT NO. 6527737

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

CITY OF SANTA CLARA
C/O INSURANCE DATA SERVICES INSURANCE COMPLIANCE
PO BOX 100085 S2
DULUTH, GA 30096

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE
OFFICE OF THE AGENCY CHIEF CONTRACTING OFFICER
42-09 28TH STREET
17TH FLOOR
LONG ISLAND CITY, NY 11101-4132

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

CITY OF NEW YORK , INCLUDING ITS OFFICIALS AND EMPLOYEES
125 WORTH STREET
NEW YORK, NY 10013

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE CITY OF LOS ANGELES
LOS ANGELES WORLD AIRPORTS
ITS BOARD AND ALL OF ITS OFFICERS, EMPLOYEES AND AGENTS
7301 WORLD WAY WEST
2ND FLOOR
LAWA'S ADMINISTRATION WEST BUILDING
LOS ANGELES, CA 90045

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

POMONA UNIFIED SCHOOL DISTRICT, ITS BOARD MEMBERS,
SUPERINTENDENT, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS
AND REPRESENTATIVES
800 S GAREY AVENUE
POMONA, CALIFORNIA 91766

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

METROPOLITAN WASHINGTON AIRPORTS AUTHORITY RFP-22-23482
1 AVIATION CIRCLE WASHINGTON, DC 20001

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

COUNTY OF SANTA BARBARA
105 E. ANAPAMU STREET SANTA, BARBARA, CA 93101

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

SAN FRANCISCO UNIFIED SCHOOL DISTRICT (THE DISTRICT), ITS
BOARD, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS
555 FRANKLIN STREET, SAN FRANCISCO, CA 94102

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

SAN FRANCISCO UNIFIED SCHOOL DISTRICT (THE DISTRICT), ITS
BOARD, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS
555 FRANKLIN STREET, SAN FRANCISCO, CA 94102

All other terms and conditions remain unchanged.

Authorized Representative





Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

FORT BEND INDEPENDENT SCHOOL DISTRICT
16431 LEXINGTON BLVD SUGAR LAND, TX 77479

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 THIRTEENTH STREET RIVERSIDE, CA 92501

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS
METRO COURTHOUSE
NASHVILLE, TN 37201 INTEREST: CONTRACT NO. 6527737

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions

Schedule of Forms

Policy Period JANUARY 1, 2023 TO JANUARY 1, 2024

Effective Date AUGUST 24, 2023

Policy Number 3588-66-87 EUC

Insured CENTER FOR INTERNET SECURITY INC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued SEPTEMBER 1, 2023

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9779	3-11	NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP	08/24/23	09/01/23
80-02-9001	6-98	HOW TO REPORT A LOSS	01/01/23	10/24/22
80-02-9090	6-05	COMMON POLICY CONDITIONS	01/01/23	10/24/22
80-10-9106	4-94	NEW YORK MANDATORY - IMPORTANT NOTICE	01/01/23	10/24/22
80-02-9716	1-14	NY MANDATORY - CANCELLATION AND NON-RENEWAL	01/01/23	10/24/22
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	01/01/23	10/24/22
80-02-9800	12-08	INSURING AGREEMENT	01/01/23	10/24/22
99-10-0460	2-97	DIRECT BILL NOTICE	01/01/23	10/24/22
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	01/01/23	10/24/22
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	01/01/23	10/24/22
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	01/01/23	10/24/22

last page



Policy Conditions

Endorsement

<i>Policy Period</i>	JANUARY 1, 2023 TO JANUARY 1, 2024
<i>Effective Date</i>	AUGUST 24, 2023
<i>Policy Number</i>	3588-66-87 EUC
<i>Insured</i>	CENTER FOR INTERNET SECURITY INC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	SEPTEMBER 1, 2023

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s): POMONA UNIFIED SCHOOL DISTRICT, ITS BOARD MEMBERS,
SUPERINTENDENT, OFFICERS, EMPLOYEES, VOLUNTEERS,
AGENTS

Address: AND REPRESENTATIVES
800 S GAREY AVENUE
POMONA, CALIFORNIA 91766

Conditions
(continued)

Person(s) or Organization(s): THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON
COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND

Address: -

Person(s) or Organization(s): VOLUNTEERS METRO COURTHOUSE

Address: NASHVILLE, TN 37201 INTEREST: CONTRACT NO. 6527737

All other terms and conditions remain unchanged.

Authorized Representative



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM

SS #: SS2023019Date Received: Aug. 10, 2022

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 8/10/2022 Requesting Department/Agency/Commission: Information Technology ServicesRequesting Official: John Griffey Telephone #: 6158802786 This is for a multi-year contract.Product/Service Description: Cybersecurity Services with Center for Internet Security renewal**Total Purchase (Enter the value for the entire contract life) Price: \$1,000,000**BU Number: 14521071 Fund #: _____ Object Account: 505252 Any Other Accounting Info: _____Proposed Supplier: Center for Internet Security, Inc Proposed Supplier Contact: Kateri GillSupplier Address: 31 Tech Valley Drive City: East Greenbush ST: NY Zip: 12061Supplier Telephone #: 518) 880-0779 Supplier Email: Kateri.Gill@cisecurity.org**Metro Code: 4.12.060 Sole Source Procurement.**

A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)

R4.12.060.02 Conditions for Use of Sole Source Procurement.

Other, see explanation below

If Other, Explain Request: The national not-for-profit Center for Internet Security is the service arm of the Multi-State Information Sharing and Analysis Center (MS-ISAC) and Election Infrastructure Information Sharing and Analysis Center (EI-ISAC). The MS-ISAC/CIS is a voluntary and collaborative organization based on a strong partnership with the Office of Cybersecurity and Communications within the U.S. Department of Homeland Security (DHS). The MS-ISAC/CIS has been designated by DHS as the key resource for cyber threat prevention, protection, response and recovery for the nation's state, local, territorial, and tribal (SLTT) governments. Through its state-of-the-art 24/7/365 Cyber Security Operations Center, the MS-ISAC/CIS serves as a central resource for situational awareness and incident response specific for state, local, territorial and tribal governments.

In addition to the membership benefits available to SLTTs at no cost, the MS-ISAC/CIS provides a number of strategic cyber security services on a fee basis. MS-ISAC/CIS offers a number of services including network monitoring, vulnerability assessments and consulting services. The following points represent what makes the MS-ISAC/CIS services unique:

- Government-specific focus that provides solutions tailored to SLTT governments cyber security needs
- Correlation of data from multiple public and private partners

Historical log analysis performed on all logs collected for specific threats reported by partners and/or trusted third parties

- Leveraging volume pricing for all partners

- Integration of research on threats SPECIFIC to SLTTs
 - Experienced cyber security analysts who review each cyber security event or reported vulnerability, which results in minimizing the number of false-positive notifications
 - Availability of an Incident Response Team for forensic and malware analysis
 - 24/7/365 technical, research, and remediation support for cyber security incidents
 - Trusted relationships with the federal government, law enforcement, researchers and major hardware and software vendors to further facilitate situational awareness and information sharing.
- There is no other vendor that provides these government specific services..

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: *IG*

Requesting Department Director's Signature of Approval: *Kafu*

Date: 8/10/2022 | 11:26 AM CDT

SS #: ss2023019

Date Received: Aug. 10, 2022

To be completed by the Procurement Division

☐ **Vetting & Research Needed; Date Requested by Purchasing Agent**_____

☒ **Sole Source is Approved for:** multi year contract

☐ **Sole Source is Denied (See determination summary for denial reason)**

PURCHASING AGENT: Michelle D. Hernandez Lane **Date:** 9/28/2022 | 9:26 AM

Certificate Of Completion

Envelope Id: 01A2A60CC083432FBA85973B082D6FF9

Status: Sent

Subject: Metro Contract 6527737 with Center for Internet Security, Inc. (Information Technology Services)

Source Envelope:

Document Pages: 159

Signatures: 10

Envelope Originator:

Certificate Pages: 18

Initials: 4

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

11/14/2023 1:34:42 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and

Location: DocuSign

Davidson County

Signer Events**Signature****Timestamp**

Gary Clay

Gary.Clay@nashville.gov

Asst. Purchasing Agent

Security Level: Email, Account Authentication
(None)

Sent: 11/14/2023 2:27:03 PM

Viewed: 11/14/2023 2:44:18 PM

Signed: 11/14/2023 2:44:26 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 170.190.198.190**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Gregg Nicholson

Gregg.Nicholson@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 11/14/2023 2:44:30 PM

Viewed: 11/14/2023 3:15:48 PM

Signed: 11/14/2023 3:16:00 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185**Electronic Record and Signature Disclosure:**

Accepted: 11/14/2023 3:15:48 PM

ID: c2de5fba-fb8f-414d-a6ac-713d5f2c91f4

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

Sent: 11/14/2023 3:16:05 PM

Viewed: 11/14/2023 4:23:33 PM

Signed: 11/14/2023 4:36:21 PM

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185**Electronic Record and Signature Disclosure:**

Accepted: 11/14/2023 4:23:33 PM

ID: 3ab1fb83-4c75-4b1e-908a-b14499bc469c

Laurie Hester

laurie.hester@cisecurity.org

VP Sales Operations

Center for Internet Security, Inc.

Security Level: Email, Account Authentication
(None)

Sent: 11/14/2023 4:36:27 PM




Resent: 11/15/2023 10:52:04 AM


Resent: 11/15/2023 10:52:37 AM

Viewed: 11/17/2023 8:59:33 AM

Signed: 11/17/2023 8:59:54 AM

Signature Adoption: Pre-selected Style
Using IP Address: 69.195.43.82**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Accepted: 4/5/2023 7:47:16 AM ID: 9e7af88e-8aa9-42ef-99f4-19e99da9beb9</p> <p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 11/17/2023 8:59:58 AM Viewed: 11/17/2023 1:46:05 PM Signed: 12/6/2023 4:47:43 PM</p>
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185</p>	<p>Sent: 12/6/2023 4:47:49 PM Viewed: 12/6/2023 5:04:26 PM Signed: 12/7/2023 4:09:22 PM</p>
<p>Kevin Crumbo/tlo talialomaxodneal@nashville.gov Dep Dir of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/6/2023 5:04:26 PM ID: 6499f691-12a3-48d2-a6bb-8ca4dde32c9b</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.49.35.106 Signed using mobile</p>	<p>Sent: 12/7/2023 4:09:27 PM Viewed: 12/7/2023 4:12:02 PM Signed: 12/7/2023 4:13:25 PM</p>
<p>Kevin Crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/7/2023 4:12:02 PM ID: ad96709b-8066-4f09-8b9d-a1c25da65fb0</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.212.100.66 Signed using mobile</p>	<p>Sent: 12/7/2023 4:13:29 PM Viewed: 12/7/2023 4:58:35 PM Signed: 12/7/2023 4:59:39 PM</p>
<p>Lora Fox lora.fox@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/7/2023 4:58:35 PM ID: 79d9b990-17e3-491b-a224-1eab28f9405b</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/7/2023 4:59:43 PM Viewed: 12/7/2023 9:42:17 PM Signed: 12/7/2023 10:02:56 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/7/2023 9:42:17 PM ID: be073e39-55d1-4988-8e01-7c29120c8519</p>		

Signer Events	Signature	Timestamp
Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/7/2023 10:03:00 PM Viewed: 12/8/2023 9:40:38 AM Signed: 12/8/2023 9:49:17 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/8/2023 9:40:38 AM
 ID: 80e6b15b-2213-4088-90eb-a23e3032415f

Procurement Resource Group
 prg@nashville.gov
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)

Sent: 12/8/2023 9:49:26 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Terri L. Ray
 Terri.Ray@nashville.gov
 Finance Manager
 Metropolitan Government of Nashville and Davidson County
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 11/14/2023 2:27:03 PM

COPIED

Sally Palmer
 sally.palmer@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 12/7/2023 7:57:12 AM
 ID: 6e1e1a3d-d99c-4178-be8a-548e00547eda

Sent: 12/8/2023 9:49:23 AM

COPIED

Erica Haber
 erica.haber@nashville.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: 12/8/2023 9:40:38 AM
 ID: 80e6b15b-2213-4088-90eb-a23e3032415f

Sent: 12/8/2023 9:49:25 AM

COPIED

Carbon Copy Events	Status	Timestamp
<p>Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/21/2023 9:04:28 AM ID: 22b62612-2ed7-499b-9562-2f7454ff70c1</p>		
<p>John Griffey John.Griffey@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484</p>		
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/21/2023 10:20:59 AM ID: 3ccf2030-2fdc-4b9a-bf88-53bccb570865</p>		
<p>Ashanti Hoyles ashanti.hoyles@cisecurity.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/8/2023 8:57:39 AM ID: 9003ba3e-c999-4884-a1aa-af0ea836040a</p>		
<p>Zak Kelley Zak.Kelley@Nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/15/2023 2:22:59 PM ID: 7ac1a22e-e062-4504-9444-46e1a64addcf</p>		
<p>Larry Law larry.law@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/5/2023 2:11:06 PM ID: 50a3ca7d-c65e-4c81-ad12-bfb172e970f9</p>		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/14/2023 2:27:03 PM
Envelope Updated	Security Checked	11/15/2023 10:52:04 AM
Envelope Updated	Security Checked	11/15/2023 10:52:04 AM
Envelope Updated	Security Checked	11/27/2023 8:15:20 AM
Envelope Updated	Security Checked	11/27/2023 8:15:21 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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