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SECTION I.A. OF THIS POLICY IS A THIRD PARTY LIABILITY COVERAGE SECTION AND APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN ACCORDANCE WITH THE POLICY. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW THE POLICY CAREFULLY.

Words and phrases in blue are defined in Section IV. Definitions.

In consideration of the premium paid by the Named Insured, in reliance upon the application, and subject to the Declarations, limitations, conditions, provisions and other terms of this Policy, the Insurer and the Insured agree, with respect to the Insuring Agreements purchased, as stated on the Declarations page, as follows:

I. Insuring Agreements

A. Third Party Liability Coverages
   
   The Insurer will pay on behalf of an Insured claim expenses and damages in excess of the applicable retention that the Insured is legally obligated to pay as the result of a claim first made against the Insured during the policy period or Extended Reporting Period (if applicable) alleging a:

   1. Technology Products and Services
technology wrongful act;

   2. Professional Services
   professional services wrongful act;

   3. Media
   media wrongful act;

   4. Privacy and Cyber Security
   privacy and security wrongful act,
   committed by the Insured, a rogue employee, an outsourced provider, or by a third party for whose third party wrongful act an Insured is legally responsible.

   5. Privacy Regulatory Defense, Awards and Fines
   The Insurer will pay on behalf of an Insured claim expenses and regulatory damages in excess of the applicable retention that the Insured is legally obligated to pay as the result of a privacy regulatory action first made against the Insured during the policy period or Extended Reporting Period (if applicable) alleging a privacy and security wrongful act committed by the Insured, a rogue employee, an outsourced provider, or by a third party for whose privacy and security wrongful act the Insured is legally responsible.
B. First Party Coverages

1. Business Interruption and Extra Expenses
   The Insurer will pay or reimburse the Insured for:
   (a) loss of business income after the waiting period; and
   (b) extra expenses in excess of the applicable retention, during the period of restoration that the Insured incurs resulting from a cyber security breach directly causing a total or partial interruption or deterioration in the Insured's business operations.

2. Data Recovery
   The Insurer will pay or reimburse the Insured for data recovery expenses in excess of the applicable retention that the Insured incurs directly resulting from a cyber security breach.

3. Cyber-Extortion and Ransomware
   The Insurer will pay or reimburse the Insured for cyber-extortion expenses in excess of the applicable retention that the Insured incurs directly resulting from and in response to a cyber-extortion threat.

C. Data Breach Response and Crisis Management Coverage
   The Insurer will pay or reimburse the Insured for data breach response and crisis management costs in excess of the applicable retention that the Insured incurs for a continuous eighteen (18) month period resulting from a data breach or cyber security breach. The payment period begins when the data breach or cyber security breach is reported to the Insurer in accordance with Section VI. Notice.

D. Application of Coverage

1. The coverage provided under Insuring Agreements I.A. Third Party Liability Coverages shall apply if and only if:
   (a) the first third party wrongful act or related matter occurs on or after the retroactive date, as stated in Item 3. on the Declarations Page, and prior to the Policy expiration date, as stated in Item 2. on the Declarations page;
   (b) prior to the effective date of the Policy, as stated in Item 2. on the Declarations Page, or that of the first policy issued and continuously renewed by the Insurer, of which this Policy is a renewal, no executive officer knew or could have reasonably foreseen that such third party wrongful act or related matter did or likely would result in a claim;
   (c) the claim is reported in accordance with Section VI. Notice; and
   (d) notice of such third party wrongful act or related matter alleged or contained in any claim or in any circumstance has not been provided by the Insured and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the Insurer or any other entity.

2. The coverage provided under Insuring Agreement I.B. First Party Coverages and Insuring Agreement I.C. Data Breach Response and Crisis Management Coverage shall apply if and only if:
   (a) an executive officer first discovers and/or becomes aware of such first party incident or related matter during the policy period;
   (b) the first party incident is reported in accordance with VI. Notice; and
(c) notice of such first party incident or related matter has not been provided by an Insured and accepted by the applicable insurer under any prior policy of which this Policy is a renewal or replacement, or any subsequent policy, irrespective of whether such prior or subsequent policy was issued by the Insurer or any other entity.
II. Defense and Settlement

A. Defense
The Insurer has the right and duty to defend any claim under insuring agreement I.A. Third Party Liability Coverages made against an Insured even if the allegations in the claim are groundless, false or fraudulent. The Insurer will select and appoint defense counsel.

B. Settlement
The Insurer has the right with the prior written consent of the Insured, such consent not to be unreasonably withheld, to settle a claim. If the Insured refuses to consent to any such settlement recommended by the Insurer and agreed to by the claimant, then the Insurer’s duty to defend ends and the Insurer’s limit of liability for such claim will not exceed the amount for which the Insurer could have settled such claim had the Insured consented to settlement, plus claim expenses incurred up to the time the Insurer made its settlement recommendation, plus an additional seventy percent (70%) of claim expenses and damages incurred by an Insured after the Insurer had made its settlement recommendation. All such payments by the Insurer are subject to Section III. Limit of Liability and Retention.
III. Limit of Liability and Retention

A. Limit of Liability Option

The Insured shall elect the Policy’s limits to apply on a Combined Limits or Separate Limits basis, as stated on the Coverage Schedule in Item 3. on the Declaration Page.

1. Combined Limits

(a) If the Insured elects Combined Limits, then the Policy’s Combined Policy Aggregate Limit, as stated in Item 3. Coverage Schedule on the Declarations Page, is the Insurer’s maximum liability for loss under all Insuring Agreements combined, regardless of the number of claims, or individuals or entities making claims. Upon exhaustion of such limit of liability, the Insurer will not be liable to pay any further loss with respect to this Policy.

(b) If a sublimit with respect to an Insuring Agreement is stated in Item 3. on the Declarations Page, then such sublimit will be the Insurer’s maximum liability for loss with respect to such Insuring Agreement. Upon exhaustion of such sublimit, the Insurer will not be liable to pay any further loss with respect to the coverage provided by the subject Insuring Agreement. Each sublimit will be part of, and not in addition to, this Policy’s Combined Policy Aggregate Limit of Liability and will in no way serve to increase or supplement such limit of liability. All payments made under a sublimit will reduce such limit of liability.

2. Separate Limits

If the Insured elects Separate Limits, then the Policy’s:

(a) Third and First Party Aggregate Limit, as stated in Item 3. on the Declarations Page, is the Insurer’s maximum liability for all damages, claim expenses, regulatory damages, loss of business income, extra expenses, data recovery expenses, and cyber-extortion expenses for all Third Party Liability Coverages and First Party Coverages, regardless of the number of Insureds, claims, first party incidents, or individuals or entities making claims. If a sublimit with respect to an Insuring Agreement is stated in Item 3. on the Declarations Page, then such sublimit will be the Insurer’s maximum liability for loss with respect to such Insuring Agreement. Upon exhaustion of such sublimit, the Insurer will not be liable to pay any further loss with respect to the coverage provided by the subject Insuring Agreement. Each sublimit will be part of, and not in addition to, the Policy’s Third Party Liability and First Party Aggregate Limit of Liability and will in no way serve to increase or supplement such limit of liability. All payments made under a sublimit will reduce such limit of liability.

(b) Data Breach Response and Crisis Management Aggregate Limit of Liability, as stated in Item 3. on the Declarations Page, is the Insurer’s maximum liability for all data breach response and crisis management costs for Data Breach Response and Crisis Management Coverage, regardless of the number of data breaches.

3. Exhaustion of Limit

(a) Upon exhaustion of the:

1. Combined Policy Aggregate Limit of Liability under the Combined Limits option; or
2. Third Party and First Party Aggregate Limit of Liability under the Separate Limits option; and
3. Data Breach Response and Crisis Management Aggregate Limit of Liability under the Separate Limits option; or
(b) after the Insurer has deposited or escrowed any amounts remaining in the Policy’s applicable aggregate limit of liability with a court of competent jurisdiction, the Insurer will not be liable to pay for any further loss under the Policy.

B. Retentions
1. Combined Limits
   (a) The Insurer is liable only for that portion of damages, claim expenses, regulatory damages, and first party costs (not including loss of business income) in excess of the applicable Insuring Agreement’s retention amount, as stated in Item 3 on the Declarations page. If more than a single retention applies to a claim and/or first party incident, then the Insured is responsible for paying the highest applicable retention. The retention will be borne entirely by the Insured alone and not by the Insurer.
   (b) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the Insurer is liable only for loss of business income in excess of the waiting period.

2. Separate Limits
   (a) The Insurer is liable only for that portion of damages, claim expenses, regulatory damages, extra expenses, data recovery expenses and cyber-extortion expenses that is in excess of the applicable Insuring Agreement’s retention amount, as stated in Item 3 on the Declarations page. If more than a single retention applies to a claim and/or first party incident, then the Insured is responsible for paying the highest applicable retention. The retention will be borne entirely by the Insured alone and not by the Insurer.
   (b) With respect to insuring agreement I.C. Data Breach Response and Crisis Management Coverage a separate retention will apply and the Insurer is liable only for that portion of any data breach response and crisis management costs directly resulting from a data breach or cyber security breach.
   (c) Solely with respect to insuring agreement I.B.1.(a) Business Interruption and Extra Expenses, the Insurer is liable only for loss of business income in excess of the waiting period.

C. Related Matters and Related Losses
1. Related Third Party Wrongful Acts
   A claim resulting from a related matter will be treated as a single claim first made against the Insured at the time the first such related matter occurred, irrespective of whether such related matter occurred prior to or during the policy period, and irrespective of the number of related matters, and the identity or number of Insureds involved.

2. Related First Party Incidents
   (a) A related matter involving a first party incident (other than a cyber-extortion threat) will be considered a single first party incident which shall be deemed to have been discovered on the date on which the earliest such first party incident was discovered by an executive officer.
   (b) All related matters involving cyber-extortion threats will be considered a single cyber-extortion threat first occurring on the date the first such cyber-extortion threat occurred.

3. Related Loss
   All loss will be considered a single loss occurring at the time the first related matter giving rise to such loss first occurred or was first discovered, irrespective of the number of related losses, and the identity or number of Insureds involved.
IV. Definitions

A. Application
The signed application, information, statements, representations, attachments, exhibits, and other material submitted to the Insurer in connection with the underwriting of this Policy.

B. Breach Response Providers
The Insurer’s pre-approved panel of breach response vendors.

C. Claim
1. A written demand for monetary damages, services, or injunctive or other non-monetary relief;
2. A civil proceeding for monetary damages, services, or injunctive or other non-monetary relief that is commenced by service of a complaint or similar pleading, including any appeal thereof;
3. A mandatory arbitration or other mandatory alternative dispute resolution proceeding for monetary damages, services, or injunctive or other non-monetary relief commenced by a written demand, including any appeal thereof, or a non-mandatory arbitration or other non-mandatory alternative dispute resolution proceeding to which the Insurer has consented in writing;
4. Solely with respect to insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, a privacy regulatory action; or
5. A request to toll or waive any applicable statute of limitations.

D. Claim Expenses
1. Reasonable and necessary fees for the defense of a claim defended by an attorney in accordance with Section II. Defense and Settlement, as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a claim; and
2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however, the Insurer is not obligated to apply for or furnish any such bond.

E. Confidential Business Information
Third party information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an insured or outsourced provider, including a trade secret, formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known or readily ascertainable through appropriate means by other persons and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

F. Consumer Redress Amount
That sum of money that the Insured is legally obligated to deposit in a fund for the payment of consumer claims as the result of a privacy regulatory action.

G. Coverage Sections
H. Cyber-extortion Expenses

1. Reasonable and necessary money, digital currency, property, or other consideration surrendered as payment by or on behalf of the Insured Company, to which the Insurer has consented, such consent not to be unreasonably withheld, in order to prevent, limit or respond to a cyber-extortion threat; and

2. Reasonable and necessary costs charged by:
   (a) breach response providers; or
   (b) qualified third parties with the prior consent of the Insurer, to conduct an investigation and advise the Insured how to respond to and resolve a cyber-extortion threat.

I. Cyber-extortion Threat

A threat made by a third party or rogue employee demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:

1. Disrupt the network to impair business operations of the Insured Company;
2. Alter, damage, or destroy data stored on the network;
3. Use the network to generate and transmit malware to third parties;
4. Deface the Insured Company's website;
5. Access or release data, including personally identifiable information, protected health information; confidential business information, stored or previously stored on the network;
6. Refuse to return data stolen from the network; or
7. Prevent access to the network or data by using encryption and withholding the decryption key.

J. Cyber Security Breach

Any unauthorized: access to, use or misuse of, modification to the network, and/or denial of network resources by cyber-attacks perpetrated by a third party or rogue employee through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

K. Damages

Compensatory damages resulting from a judgment, award or settlement agreement, including pre-judgment and post-judgment interest, which the Insured becomes legally obligated to pay as a result of a claim, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the jurisdiction under which this Policy is construed, which the Insured becomes legally obligated to pay as a result of a claim. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages do not include:
1. The return of any fees paid to an Insured or the offset of any future fees to be charged by or owed to an Insured;
2. Lost investment income;
3. Costs incurred by an Insured to withdraw or recall technology products, including products that incorporate an Insured's technology products, technology services, or professional services;
4. Costs incurred by an Insured to correct, re-perform or complete any technology services or professional services;
5. Costs incurred by an Insured or by a third party at the direction of the Insured to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a network to a level of functionality beyond that which existed prior to a cyber security breach;

6. Civil or criminal fines or penalties or compliance violation remedies imposed on an Insured; provided, however, civil fines or penalties shall constitute damages under insuring agreement I.A.5. Privacy Regulatory Defense, Awards and Fines;

7. Liquidated damages in excess of an Insured’s liability that otherwise results from a third party wrongful act;

8. The monetary value of an electronic fund transfer or transaction that is lost or diminished;

9. Any amounts incurred prior to the Insured providing notice of a claim pursuant to the terms of this Policy;

10. The value of non-monetary relief, including any amount attributable to or arising therefrom; or

11. Royalty or licensing fees or payments.

L. Data Breach

Any actual or reasonably suspected theft, loss, or unauthorized acquisition, access to, or disclosure of data or hardware containing data that has or may compromise the security, confidentiality and/or integrity of personally identifiable information, protected health information, or confidential business information.

M. Data Breach Reporting Requirement

Any provision in a law, statute or regulation, domestic or foreign, that requires the Insured to provide notification to affected persons of a suspected breach of such person’s personally identifiable information or protected health information.

N. Data Breach Response and Crisis Management Costs

1. Reasonable and necessary costs charged by breach response providers to:

   (a) determine the legal applicability of and actions necessary to respond to a data breach reporting requirement;

   (b) perform computer forensics to determine the existence, cause and scope of a data breach or cyber security breach;

   (c) notify individuals of a data breach, either those who are required to be notified pursuant to a data breach reporting requirement or on a voluntary basis;

   (d) operate a call center to manage data breach inquiries;

   (e) provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose personally identifiable information was or may have been breached;

   (f) provide medical identity restoration for those individuals whose protected health information was or may have been breached; or

   (g) minimize reputational harm to the Insured Company by hiring a public relations or crisis communications firm;
2. Reasonable and necessary costs charged by any qualified provider that is not a breach response providers so long as the qualified provider:
   (a) is pre-approved in writing by the Insurer; or
   (b) provides comparable services to those enumerated in 1.(a) through 1.(g) above and whose rate shall not exceed the rate the Insurer has pre-negotiated with the breach response providers; and
3. Costs charged by a PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

O. Data Recovery Expenses
   Reasonable and necessary costs incurred by the Insured Company with the prior written consent of the Insurer, such consent not to be unreasonably withheld, to:
   1. Determine whether damaged or destroyed computer programs, software or electronic data can be replaced, recreated, restored or repaired; and
   2. Replace, recreate, restore or repair such damaged or destroyed computer programs, software or electronic data residing on the network to substantially the form in which it existed immediately prior to a cyber security breach.

P. Domestic Partner
   Any spouse or any person qualifying as a domestic partner under federal, state, foreign, or other law (including common law), statute, or regulation, or under the Insured Company’s employee benefit plan.

Q. Executive Officer
   Any duly elected or appointed Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Privacy Officer, Chief Security Officer, Chief Information Security Officer, Chief Technology Officer, Risk Manager, General Counsel and in-house attorney designated to be in charge of litigation, or the functional equivalent of any of the foregoing, of the Insured.

R. Extra Expenses
   Reasonable and necessary expenses, including payroll, in excess of the Insured’s normal operating expenses which are incurred to reduce or avoid loss of business income and/or restore business operations.

S. First Party Costs
   Any loss of business income, extra expenses, data recovery expenses, cyber-extortion expenses, and data breach response and crisis management costs.
   First Party Costs do not include any amounts incurred prior to the Insured providing notice of the first party incident.

T. First Party Incident
   A cyber security breach, cyber-extortion threat, or data breach.

U. Insured
   The Insured Company; and
   1. Any past or present employee, director, officer, member, principal, partner, trustee, leased, temporary, seasonal employee/worker and volunteer of the Insured Company acting in their capacity and in accordance with their authority as such;
2. Any independent contractor performing services for the Insured Company under a written contract but solely with respect to such independent contractor’s duties on behalf and for the benefit of the Insured Company; and

3. With respect to insuring agreement I.A.3. Media, any person or entity that disseminates matter on behalf and for the benefit of an Insured where, prior to such dissemination, an Insured has agreed in writing to include such person or entity as an Insured under the Policy.

4. Any entity that an Insured Company is required by written contract to be insured under the Policy, but only for a third party wrongful act committed by the Insured Company or any persons under Definition IV.U. Insured paragraph 1. and Definition IV.U. Insured paragraph 2.;

Provided, however a rogue employee is not an Insured pursuant to this definition.

V. Insured Company
The Named Insured and any subsidiary.

W. Insurer
The insurance company stated on the Declarations Page.

X. Loss
All damages, claim expenses, regulatory damages, and first party costs.

Y. Loss of Business Income
Net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the Insurer.

A loss of business income calculation is based upon the amount of actual loss of business income the Insured Company sustains per hour during the period of restoration.

Z. Management Control
1. Ownership interests representing more than fifty percent (50%) of the voting, appointment or designation power of a company for the selection of a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company; or

2. The right, pursuant to written contract or the by-laws, charter, operating agreement or similar documents of an entity, to select, appoint or designate a majority of (i) the board of directors of a corporation, (ii) the management committee members of a joint venture or partnership, or (iii) the members of the management board of a limited liability company.

AA. Matter
The content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include technology products or products or services described, illustrated or displayed in matter.
BB. Media Wrongful Act

Any of the following resulting from the Insured acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, matter through traditional and/or digital methods, including, cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan, trademark, trade dress, logo, trade name, service mark or service name;
3. Common law unfair competition or unfair trade practices alleged as a direct result of Definition IV.BB. Media Wrongful Act paragraph 1. and Definition IV.BB. Media Wrongful Act paragraph 2.;
4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
5. Infliction of emotional distress or mental anguish;
6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy; or
7. Plagiarism, piracy, or misappropriation of ideas under implied contract.

CC. Named Insured

The entity stated in Item 1. on the Declarations Page.

DD. Network

A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, an Insured Company.

EE. Outsourced Provider

Any third party, including a cloud service provider, to which an Insured has contracted to provide a business process on behalf and for the benefit of an Insured.

FF. Period of Restoration

1. Solely with respect to loss of business income, that period of time that begins at the end of the waiting period and continues until the Insured Company’s operations are restored to the condition that existed immediately prior to the cyber security breach; and
2. Solely with respect to extra expenses, that period of time that begins after a cyber security breach has directly caused a total or partial interruption or deterioration in the Insured’s business operations and continues until the Insured Company’s operations are restored to the condition that existed immediately prior to the cyber security breach.

GG. Personally Identifiable Information

Information, whether printed or digital, encrypted or unencrypted, in the care, custody or control of an Insured or outsourced provider, that alone or in conjunction can be used to uniquely identify an individual.
HH. Policy Period
The period of time stated in Item 2, on the Declarations Page, beginning on the effective date and expiring on the date of termination, expiration or cancellation of this Policy, whichever is earliest.

II. Pollutants
Any substance exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances include but are not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, nuclear materials, nuclear waste, asbestos, including materials to be recycled, reconditioned, or reclaimed. Pollutants shall also mean any air emission, odor, waste water, oil or oil products, lead or lead products, latex infectious or medical waste, noise, dust, fibers, germs, fungus (including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi) and electric or magnetic or electromagnetic field.

JJ. Privacy and Security Wrongful Act
Any:
1. Loss, theft or failure to protect, or unauthorized acquisition of personally identifiable information, protected health information, or confidential business information;
2. Violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of personally identifiable information or protected health information;
3. Violation of a data breach reporting requirement;
4. Failure to reasonably implement privacy or security practices required by law or regulations;
5. Failure to prevent a cyber security breach that results in:
   (a) the inability of an authorized user to gain access to the network;
   (b) the malicious addition, alteration, copy, destruction, deletion, disclosure, damage, removal or theft of data residing on the network; or
   (c) the transmission of malware from the network to third parties; or
6. Failure to comply with the Insured Company's privacy policy and/or privacy notice.

KK. Privacy Regulatory Action
A written request for information, civil investigative demand or civil proceeding brought by or on behalf of a governmental or regulatory authority.

LL. Privacy Regulatory Fine
A civil monetary fine or penalty imposed on an Insured Company by a governmental or regulatory authority.

MM. Professional Services
The services stated in Item 5 on the Declarations Page.

NN. Professional Services Wrongful Act
1. Any of the following in rendering or failing to render professional services:
   (a) act, error, omission, neglect, negligent misrepresentation, or breach of duty;
(b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials; or

(c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or

2. Failure of professional services to meet any applicable legal or industry standard concerning quality, safety, or fitness for a particular purpose.

OO. Protected Health Information

All protected and individually identifiable health information, whether printed or digital, encrypted or unencrypted, held or transmitted by an Insured or its business associate, as those terms are defined by HITECH, the Health Insurance Portability and Accountability Act of 1996 Privacy Rule or any amendment thereto, including the Health Information Technology for Economic and Clinical Health Act and final Omnibus Rule issued on January 17, 2013 or any equivalent foreign regulation.

PP. Regulatory Damages

Any consumer redress amount or privacy regulatory fine.

QQ. Related Loss

A loss that results or arises from the same, similar, or continuous claim or first party incident.

RR. Related Matter

1. A third party wrongful act that is the same, similar or arises from a continuous nexus of facts, circumstances, acts, errors or omissions, whether or not such third party wrongful act is logically or causally related or connected; or

2. A first party incident that is the same, similar, or arises from a continuous nexus of facts or circumstances, whether or not such first party incident is logically or causally related or connected.

SS. Retroactive Date

The applicable date, if any, stated in Item 3. on the Declarations Page for each Insuring Agreement in Section I.A. Third Party Liability Coverages.

TT. Rogue Employee

An employee of the Insured Company who deliberately acts outside the course and scope of employment and whose intentional conduct results in a claim or first party incident; provided, however, rogue employee does not include an executive officer.

UU. Sublimit

The applicable amount, if any, stated in Item 3. on the Declarations page for each Insuring Agreement within each Coverage Section.

VV. Subsidiary

1. Any entity over which the Named Insured, directly or indirectly, has or had management control through or by way of one or more subsidiaries on or before the effective date of the policy period;
2. Any entity in which the Named Insured acquires management control during the policy period, either directly or indirectly, whose gross revenue does not exceed fifteen percent (15%) of the gross revenue of the Insured Company; and

3. Any entity of which the Named Insured acquires management control during the policy period, either directly or indirectly, whose gross revenue exceeds fifteen percent (15%) of the gross revenue of the Insured Company:
   (a) however, only for a period of sixty (60) days following the Named Insured's direct or indirect ability to exert management control; and
   (b) after such sixty (60) day period if and only if the Named Insured: (1) provides the Insurer with full particulars of such entity; (2) agrees to remit any additional premium; (3) agrees to any amendments to the Policy relating to such entity and; (4) the Insurer agrees to add such entity as a subsidiary by a written agreement and/or endorsement to the Policy;

For purposes of this definition, revenue is measured by the most recent fiscal year prior to the effective date of the Policy.

Notwithstanding the foregoing, coverage afforded by this Policy will apply only to a third party wrongful act and a first party incident occurring on or after the effective date that the Insured Company has obtained management control of such subsidiary and prior to the time that such Insured Company ceased to have management control of such subsidiary unless: (1) The Insurer is notified in writing of such change in circumstances prior to the effective date thereof and agrees in writing to provide coverage for third party wrongful acts and first party incidents occurring on or after such effective date; and (2) The Insured Company accepts any special terms, conditions and exclusions and pays any additional premium charge required by the Insurer.

WW. Technology Wrongful Act

1. Any of the following in rendering or failing to render technology services:
   (a) act, error, omission, neglect, negligent misrepresentation or breach of duty;
   (b) injury to a person arising out of defamation, including libel, slander, or other defamatory or disparaging statements or materials;
   (c) infringement of an intellectual property right except as otherwise excluded in Exclusion V.L. Patent and Exclusion V.M. Trade Secrets; or

2. Failure of technology products to perform the intended function or serve their intended purpose; or

3. Failure of technology services or technology products to meet any applicable legal or industry standard concerning quality, safety or fitness for a particular purpose.

XX. Technology Products

Computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:

1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of an Insured; or

2. Leased or licensed by an Insured to third parties.
YY. Technology Services
   Any computer, cloud computing, information technology, telecommunication, electronic services and any
   related consulting and staffing services, including data processing, data and application hosting, the provision
   of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service
   (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training,
   programming, computer systems installation, management, repair, and maintenance, network design and
   Internet service.

ZZ. Third Party Wrongful Act
   A technology wrongful act, professional services wrongful act, media wrongful act, or privacy and security
   wrongful act.

AAA. Waiting Period
   The number of hours stated in Item 3. on the Declarations page that must elapse prior to commencement
   of the period of restoration.
V. Exclusions

The Policy does not apply to any claim or first party incident alleging, arising out of, based upon, or attributable to:

A. Deliberate Acts / Personal Profit

1. dishonest, intentional or knowing wrongful, fraudulent, criminal, or malicious acts, errors, or omissions or willful violations of law, including privacy laws or regulations, by an Insured, other than a rogue employee;

2. the gaining of any profit, remuneration, or financial or non-financial advantage to which the Insured is not entitled,

   provided, however, the Insurer will provide the Insured with a defense of any otherwise covered claim and pay any otherwise covered claim expenses until there is a final, non-appealable judgment or adjudication in the underlying action or proceeding or a related declaratory judgment, as to such conduct, at which time the Insured shall reimburse the Insurer for all claim expenses. Notwithstanding the foregoing, criminal proceedings are not covered under the Policy regardless of the allegations made against an Insured.

   For the purposes of determining the applicability of this exclusion, the knowledge or conduct of:

   (1) A natural person Insured will not be imputed to any other natural person Insured; and

   (2) An executive officer will be imputed to the Insured Company.

B. Bodily Injury and Property Damage

bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these, or damage to or destruction of any tangible property, including loss of use thereof whether or not damaged or destroyed; provided, however, this exclusion will not apply to any otherwise covered claim for emotional distress, mental injury, mental tension or mental anguish, pain and suffering, humiliation or shock that directly results from a third party wrongful act. For the purposes of this exclusion, “tangible property” shall not include electronic data.

C. Owned Entity

claims made against the Insured if, at the time the third party wrongful act giving rise to such claim was committed:

1. The Insured controlled, owned, operated or managed the claimant; or

2. The Insured was an owner, partner, director or officer of the claimant;

For the purpose of this exclusion, a ten percent (10%) or more owner of the voting stock of a publicly held corporation, or a forty percent (40%) or more owner of the voting stock of a privately held corporation shall be deemed to control, own, operate or manage any such corporation making such claim.

D. Insured v. Insured

claims made against an Insured and brought by, or on behalf of an Insured or parent company, successor or assignee of an Insured; provided, however this exclusion shall not apply to:

1. An Insured under Definition IV.U. Insured paragraph 4.; and

2. An otherwise covered claim made by any past or present officer, director, member, principal, partner, trustee, employee or leased worker or temporary employee of the Insured Company:

   (a) when the claim is made outside of their capacity and pursuant to their authority as such; or

   (b) against an Insured alleging a privacy and security wrongful act.
E. Employment Practices
employment practices; provided, however, this exclusion shall not apply to an otherwise covered claim under insuring agreement I.A.4. Privacy and Cyber Security.

F. ERISA
breach of fiduciary duty, responsibility, or obligation in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by ERISA (Employee Retirement Income Security Act of 1974) or any analogous federal, state or local statutory or common law; provided, however, this exclusion shall not apply to an otherwise covered claim under insuring agreement I.A.4. Privacy and Cyber Security.

G. Securities
the purchase, sale, or offer or solicitation of an offer to purchase, sell or solicit securities or any violation of a securities law, including the Securities Act of 1933, the Securities Exchange Act of 1934, and any regulation promulgated under or pursuant to the foregoing, or any federal, state or local laws analogous to the foregoing (including “Blue Sky” laws), whether such law is statutory, regulatory, or common law.

H. RICO
violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or “RICO”) and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.

I. Antitrust and Unfair Competition
antitrust violations, restraint of trade, price fixing, or unfair competition, including, but not limited to violations of The Sherman Antitrust Act, The Clayton Act, The Federal Trade Commission Act, the Robinson-Patman Act as amended, or any federal, state or local laws analogous to the foregoing; provided, however, this exclusion shall not apply to an otherwise covered claim under insuring agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines, or a claim under Definition IV.BB. Media Wrongful Act paragraph 3.

J. Consumer Protection and Deceptive Business Practices
1. unfair, deceptive or fraudulent business practices, including, but not limited to, violations consumer protection statutes and consumer fraud statutes; provided, however, this exclusion shall not apply to an otherwise covered claim under Insuring Agreement I.A.4. Privacy and Cyber Security or Insuring Agreement I.A.5. Privacy Regulatory Defense, Awards and Fines; and
2. any action brought under the Fair Credit Reporting Act or other analogous federal, state or local statute, law, regulation or common law.
K. Unsolicited Communications
unsolicited communications by or on behalf of an Insured to actual or prospective customers of an Insured or any other third party, including actions brought under the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003 or other analogous federal, state or local statute, law, regulation or common law; provided, however, this exclusion shall not apply to an otherwise covered claim directly resulting from a cyber security breach under insuring agreement I.A.4. Privacy and Cyber Security or any loss of business income otherwise covered under insuring agreement I.B.1. Business Interruption and Extra Expenses.

L. Patent
actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

M. Trade Secrets
actual or alleged misappropriation of trade secrets; provided, however, this exclusion shall not apply to an otherwise covered claim directly resulting from a cyber security breach under insuring agreement I.A.4. Privacy and Cyber Security.

N. Pollution
actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants or testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants.

O. Contractual
any obligation an Insured has under written contract; provided, however, this exclusion shall not apply to liability an Insured would have in the absence of a contract or an Insured’s:
1. breach of an exclusivity or confidentiality provision contained in a written agreement;
2. violation of an intellectual property right except a violation of a patent right;
3. negligent performance of technology services or professional services for a client or customer;
4. provision of technology products to a client or customer which contain a material defect; or
5. breach of the Insured’s privacy policy and/or privacy notice.

P. Force Majeure
fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or act of God, however caused.

Q. War
strikes or similar labor action, war, whether declared or not, invasion, act of foreign enemy, civil war, mutiny, coup d’état, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to any actual, alleged or threatened attack against the network, with the intention to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives.
R. Infrastructure Failure
electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short-circuit, surge, brownout or blackout.

S. Governmental Orders
any court order or demand requiring the Insured to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.

T. Over-Redemption
price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

U. Unauthorized Collection and Use
the unauthorized or unlawful collection, acquisition or use of personally identifiable information or protected health information by the Insured; provided, however, this exclusion shall not apply to a claim directly resulting from the acts of a rogue employee.
VI. Notice

A. Notice of Circumstance

Solely with respect to Insuring Agreement I.A. Third Party Liability Coverages, if during the policy period or Extended Reporting Period (if applicable) as defined in Section VIII. Extended Reporting Period, an Insured first becomes aware of any circumstance that may reasonably be expected to be the basis of a claim being made against an Insured, and if during the policy period, the Insured elects to provide the Insurer written notice of such circumstance along with any third party wrongful act, and the reasons for anticipating such claim, with full particulars as to the dates, persons and entities involved, then any resulting claim which is subsequently made against an Insured and reported to the Insurer that arises out of such circumstance or related matter will be considered made at the time such notice of circumstance was provided. Notice of such circumstance should be reported to the Insurer as stated in Item 6. on the Declarations Page.

B. Notice of Claim and First Party Incident

As a condition precedent to the obligations of the Insurer under this Policy, the Insured must provide written notice to the Insurer as soon as reasonably practicable, but in no event, later than the end of the policy period or any applicable Extended Reporting Period of a:

1. claim first made against an Insured after an executive officer becomes aware of such claim; and
2. first party incident after an executive officer first discovers and/or becomes aware of such first party incident.

C. Notice to Whom

1. Notice of a claim and/or first party incident must be provided to the Insurer as stated in Item 6. on the Declarations Page.
2. In addition to the notice requirement above, notice of a first party incident may also be provided to the Insurer via the AXA XL Breach Hotline as stated in Item 7. on the Declarations Page. Notice to the AXA XL Breach Hotline alone will not serve as proper notice under this Policy.
3. The email/certified post mail shall be deemed effective when received by the Insurer.

D. When a Claim is Deemed Made

A claim will be deemed made pursuant to Definition IV.C. Claim paragraph 1. and Definition IV.C. Claim paragraph 3., on the earliest date an executive officer receives the first written demand; Definition IV.C. Claim paragraph 2., on the date of service; and Definition IV.C. Claim paragraph 4., on the date an executive officer receives written notice of such action.

E. Insured’s Claim and First Party Incident Obligations

1. In connection with a:
   (a) claim, the Insured will, as a condition precedent to the obligations of the Insurer under the Policy, provide the Insurer with all information that the Insurer reasonably requires, including full particulars as to the dates, persons and entities involved in the claim and the manner in which the Insured first became aware of the claim;
(b) first party incident, the Insured will, as a condition precedent to the obligations of the Insurer under the Policy, provide the Insurer with all information that the Insurer reasonably requires, including full particulars as to the dates, persons and entities involved in the first party incident and the manner in which the Insured first became aware of the first party incident. Additionally, as a condition precedent to the obligations of the Insurer under the Policy, the Insured Company will provide the Insurer proof of loss with full particulars within three (3) months: after the first discovery by an executive officer of the first party incident (other than a cyber-extortion threat); or first occurrence of the cyber-extortion threat.

F. Assistance and Cooperation

1. The Insured will reasonably cooperate with the Insurer and upon request of the Insurer:
   
   (a) assist the Insurer in the investigation of any third party wrongful act and first party incident;
   
   (b) attend hearings, depositions and trials;
   
   (c) assist the Insurer in defending and effecting settlements of claims;
   
   (d) secure and provide evidence which includes, but is not limited to, obtaining the attendance of witnesses;
   
   (e) allow the Insurer to participate in the handling and management of any suit or proceeding;
   
   (f) assist the Insurer in enforcing any right, contribution or indemnity against a third party which may be liable to the Insured; and
   
   (g) allow a computer forensics expert access to systems, files and information.

2. The Insured will take all reasonable steps to limit and mitigate any loss arising from any third party wrongful act or first party incident for which coverage may be or is sought under the Policy. The Insured will do nothing which in any way increases the Insurer’s exposure under the Policy or in any way prejudices the Insurer’s potential or actual rights of recovery. The Insured will not, except at the Insured’s own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the Insurer.
VII. Cancellation and Non-Renewal

A. Cancellation by the Named Insured
   Except for nonpayment of premium, as set forth below, the Named Insured has the exclusive right to cancel the Policy. Cancellation may be effected by mailing to the Insurer written notice stating when such cancellation will be effective. In such event, the Insurer will retain the pro-rata portion of earned premium.

B. Cancellation by the Insurer
   The Insurer may only cancel this Policy for nonpayment of premium. The Insurer will provide not less than fifteen (15) days written notice stating the reason for cancellation and when the Policy will be canceled. Notice of cancellation will be sent to the Named Insured.

C. Non-Renewal of Coverage
   The Insurer is under no obligation to renew the Policy upon its expiration. If the Insurer elects to non-renew the Policy, the Insurer will deliver or mail to the Named Insured written notice stating such at least ninety (90) days prior to the Policy’s expiration date, as stated in Item 2. on the Declarations page. The offering of terms and conditions different from the expiring terms and conditions, including limits of liability, retention or premium, will not constitute a refusal to renew or a cancellation of the Policy.
VIII. Extended Reporting Period

A. Automatic Extended Reporting Period

The Automatic Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the Named Insured will automatically be provided a period of sixty (60) days in which to give written notice to the Insurer of claims first made against the Insured during the policy period or the Automatic Extended Reporting Period for third party wrongful acts committed by an Insured after the retroactive date and prior to the end of the policy period.

B. Optional Extended Reporting Period

The Optional Extended Reporting Period applies solely to Insuring Agreements I.A. Third Party Liability Coverages. Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the Named Insured will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the Named Insured within sixty (60) days of the date of termination or cancellation of the Policy by providing written notice to the Insurer and remitting the amount of additional premium described below in which to provide written notice to the Insurer of a claim first made against the Insured during the Optional Extended Reporting Period for a third party wrongful act committed by an Insured after the retroactive date and prior to the end of the policy period.

The additional premium for the Optional Extended Reporting Period will be for:
1. One (1) year, one hundred percent (100%) of the policy annual premium;
2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;
3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium; or
4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium.

C. Application of Extended Reporting Period

1. The Automatic Extended Reporting Period and the Optional Extended Reporting Period cannot be canceled and any additional premium charged for the Optional Extended Reporting Period will be fully earned at inception.
2. The first sixty (60) days of the Optional Extended Reporting Period, if purchased, will run concurrently with the Automatic Extended Reporting Period.
3. The limit of liability of the Insurer under the Automatic Extended Reporting Period and the Optional Extended Reported Period will be part of and not in addition to the limits of liability for the Policy.
IX. Conditions

A. Change in Control

If, during the policy period, the Named Insured consolidates with, merges into, or sells all or substantially all of its assets to another entity, or if any entity acquires management control of the Named Insured, then the Policy will remain in full force but only with respect to a third party wrongful act and first party incident (other than a cyber-extortion threat) involving the Named Insured that occurred prior to the date of the consolidation, merger, sale or acquisition of management control; provided, however, coverage will remain in force for a third party wrongful act and first party incident (other than a cyber-extortion threat) first discovered and for a cyber-extortion threat first occurring subsequent to the date of the consolidation, merger, sale or acquisition of management control, if within thirty (30) days of the takeover effective date (1) the Insurer receives written notice containing full details of the transaction, (2) the Named Insured accepts all Policy amendments required by the Insurer, including the addition of special terms, conditions and exclusions, and (3) the Named Insured pays any additional premium charge.

The above provision may be waived in writing by the Insurer.

B. Action Against the Insurer

No action may be brought against the Insurer unless, as a condition precedent thereto, (1) the Insured has fully complied with all of the terms, conditions and other provisions of the Policy, and (2) the amount of the Insured’s obligation to pay has been finally determined, either by judgment against the Insured after a trial and appeal or by written agreement by the claimant, Insured, and Insurer.

No person or entity will have the right under the Policy to (1) join the Insurer or its agents and representatives as a defendant, co-defendant or other party in any action against the Insured to determine the Insured’s liability or (2) implead the Insurer or its agents and representatives in any such action.

C. Bankruptcy

Bankruptcy or insolvency of the Named Insured will not relieve the Insurer of any of its obligations hereunder.

D. Other Insurance

This Policy is excess over any other valid and collectible insurance, whether prior or contemporaneous, unless such other insurance is expressly written to be excess of this Policy.

E. Subrogation

In the event of payment of loss by the Insurer under the Policy, the Insurer is subrogated to all of the Insured’s rights of recovery against any person or entity to the extent of such payment. The Insured warrants and agrees to execute and deliver instruments and papers and do whatever else is required by the Insurer to secure, prosecute and collect on such rights. The Insured further warrants and agrees not to prejudice such rights.

If, prior to a claim being made, the Insured Company has waived its rights to recovery against a person or entity in any written contract or agreement, then the Insurer will waive its rights to subrogation against such person or entity to the same extent as the Insured Company’s waiver.

F. Territory

The Policy applies to a third party wrongful act and first party incident occurring and claim made anywhere in the world other than any country barred by the Office of Foreign Assets Control (OFAC).
G. Representation Clause
In issuing the Policy, the Insurer has relied upon the application. The Insured warrants that the content of the materials provided to the Insurer are true, accurate and complete and are material to the Insurer’s acceptance of the risk to which the Policy applies. Any material misrepresentation, concealment or misstatement by the Insured will render the Policy null and void with respect to any natural person Insured who knew of such material misrepresentation, concealment or misstatement, and with respect to the Insured Company if an executive officer knew of such material misrepresentation, concealment or misstatement, and will relieve the Insurer from all obligations and liability herein with regard to said Insured parties.

H. Named Insured Sole Agent
The Named Insured will be the sole agent and will act on behalf of any Insured for the purpose of:
1. Providing and/or receiving notices, amendments to or cancelling of the Policy;
2. Completing the application;
3. Making statements, representations and warranties;
4. Remitting premium and receiving the return premium that may become due;
5. Paying the retention; and
6. Exercising or declining to exercise any right under the Policy.

I. Policy Changes
Notice to any agent of the Insurer or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of the Policy, and will not prevent or preclude the Insurer from asserting or invoking any right under or provision of the Policy. None of the provisions of the Policy will be waived, changed or modified except by a written agreement and/or endorsement issued by the Insurer to form a part of the Policy.

J. Assignment
The Insured may not assign any rights, remedies, privileges or protections under the Policy. Notwithstanding the foregoing, any such assignment shall be invalid unless the Insurer’s written consent is endorsed thereon.

K. Alternative Dispute Resolution
Any dispute arising out of or relating to the Policy, including its construction, application and validity, or any breach thereof, will first be submitted to non-binding mediation administered by a mediation facility to which the Insurer and the Insured mutually agree. The Insured and the Insurer will attempt in good faith to settle the dispute in accordance with the commercial mediation rules of the American Arbitration Association (‘AAA’) in effect at the time of the dispute. No award of punitive damages will be made in any such mediation. Each party will bear its own fees and costs in connection with any such mediation. However, the costs incurred through the mediation facility, including the fees and expenses of the mediator, will be shared equally by the parties unless the mediation award provides otherwise. All mediation proceedings will be held in a state in the United States where either the Named Insured or the Insurer has its principal place of business, at the election of the party commencing mediation.
In the event such non-binding mediation does not result in a settlement of the dispute, either party has the right:

1. To commence a judicial proceeding; or
2. With consent of the other party, to commence an arbitration proceeding in accordance with the commercial arbitration rules of AAA in effect at the time of dispute. The decision of the arbitrator(s) will be final and binding and any award may be confirmed and enforced in a court of competent jurisdiction.

L. Estates, Heirs, Legal Representatives and Domestic Partners

The estate, heir, legal representative and any domestic partner of a natural person Insured shall be considered insured under this Policy; provided, however, coverage is afforded to such estate, heir, legal representative and domestic partner only for a claim arising solely out of their status as such and, in the case of a domestic partner, where such claim seeks damages from marital community property, jointly held property or property transferred from such Insured to the domestic partner. No coverage is provided for any act, error or omission of an estate, heir, legal representative or domestic partner. All terms and conditions of this Policy, including the retention applicable to damages or claim expenses incurred by the Insured, shall also apply to damages and claim expenses incurred by such estate, heir, legal representative, and domestic partner.