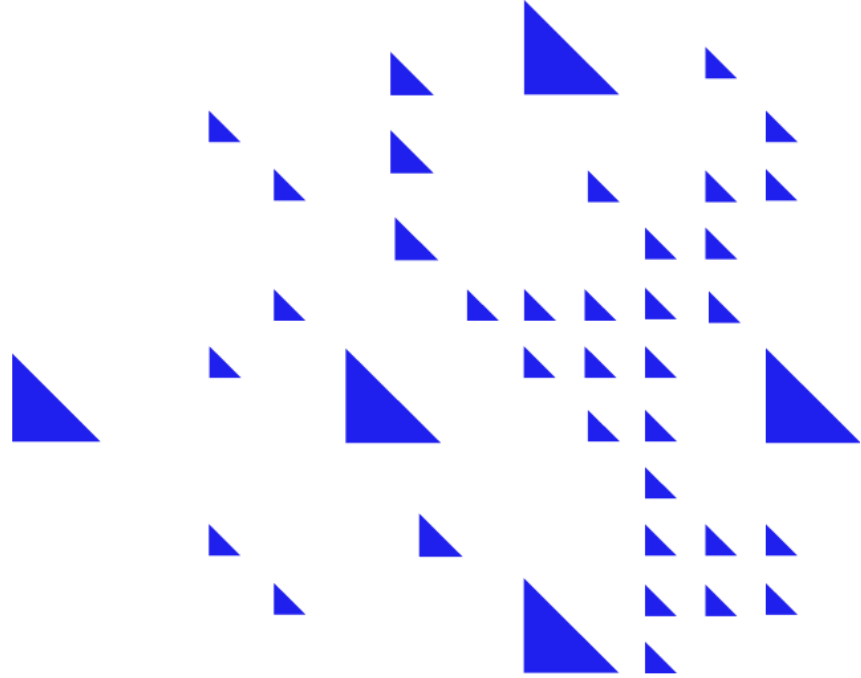




Cyber



At-Bay Admitted and Surplus Forms Comparison



| GENERAL TERMS & CONDITIONS | | |
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| Provision | Surplus | Admitted |
| AM Best Rating and Paper | A- (Excellent) Underwritten by Trisura Specialty Insurance Company | A- (Excellent) Underwritten by Clear Blue Insurance Company and Clear Blue Speciality Insurance Company |
| General Structure | Integrated form with 13 insuring agreements. | Integrated form with 15 insuring agreements. |
| Counsel / vendor appointment | We will consult with Insured regarding the appointment of counsel and vendors, but we retain the right to appoint counsel and vendors. | Similar to Surplus |
| Settlement Authority | <p>We will not settle any Claim without Insured's consent.</p> <p>If Insured refuses to consent to settlement in excess of the Retention that is recommended by us and acceptable to claimants, then we will pay 80% of going forward Claim Expenses and Damages in excess of the recommended settlement amount.</p> | <p>We will not settle any Claim without Insured's consent.</p> <p>If Insured refuses to consent to settlement in excess of the Retention that is recommended by us and acceptable to claimants, then we will pay 75% of going forward Claim Expenses, Damages, Regulatory Penalties, Regulatory Assessments and Expenses, PCI-DSS Penalties and PCI-DSS-Response Expenses in excess of the recommended settlement amount.</p> <p>Insured may settle any Claim where total Loss does not exceed the Retention, provided entire Claim is resolved and Insured obtains a full release on behalf of all Insureds.</p> |
| Sub-Limits | Sub-Limits for each Insuring Agreement, which are part of and not in addition to, the Aggregate Limit of Insurance. | <p>Sub-Limits for each Insuring Agreement, which are part of and not in addition to, the Aggregate Limit of Insurance.</p> <p>Per Event Limit of Insurance applicable to single Cyber Event or Claim (or multiple Cyber Events or Claims arising out of the same, similar, or a continuous nexus of</p> |

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| | | facts, circumstances, acts, errors, or omissions). |
| Non-Stacking of Limits | Silent | In the event a Claim or Loss is covered under the Policy and any other policy issued by us, our liability under the Policy and such other policy combined shall not exceed the amount of the largest Aggregate Limit of Insurance. |
| Allocation | If Claim includes both covered and uncovered matters, then 100% of Claim Expenses incurred by the Insureds who are afforded coverage for such Claim shall be covered and all Damages incurred by such Insureds from such Claim shall be allocated between covered Damages and uncovered damages based upon the relative legal and financial exposures and benefits of the parties to such matters. | If Claim includes both covered and uncovered matters, then we will be entitled to allocate any Damages, Regulatory Penalties, Regulatory Assessments and Expenses, PCI-DSS Penalties, and PCI-DSS Response Expenses between the covered and non-covered portions of the Claim. |
| Additional Insureds | If an Insured Organization is required by contract, or has explicitly agreed in writing, to add any third party entity as an Insured under the Policy, then such third party entity shall be considered an Insured under the Policy but only for Wrongful Acts actually or allegedly committed or attempted by an Insured Organization other than such third party entity. | If an Insured Organization is required by written contract to provide coverage for any person or entity under the Policy, then such person or entity shall be considered an Additional Insured, but only for liability arising out of acts, errors, or omissions actually or allegedly committed by or on behalf of an Insured Organization, and not for any liability arising out of any acts, errors, or omissions by such Additional Insured; provided, however, that coverage afforded to an Additional Insured shall only extend to acts, errors, or omissions actually or allegedly committed by or on behalf of an Insured Organization after such written contract was executed. |
| Coverage for Subsidiaries | Entity acquired or created during Policy Period whose gross revenues exceed 25% of the consolidated gross revenues of the Insured Organization shall be considered an Insured Organization for a | Entity acquired or created during Policy Period whose gross revenues exceed 20% of the consolidated gross revenues of the Insured Organization shall be considered an Insured Organization for a period of 90 days following its acquisition or formation. |

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| | period of 90 days following its acquisition or formation. | |
| Automatic Discovery Reporting Period | If the Policy does not renew or otherwise terminates for a reason other than failure to pay premium, then following the effective date of such event the Named Insured shall have the right, for a period of 60 days following such event, to give us written notice of Claims made against any Insured during such 60 day period for any Wrongful Acts committed prior to the effective date of such Policy termination or end of the Policy Period, whichever is applicable. | N/A |
| Notice | Notice of Claim or Cyber Event must be provided as soon as practicable after a member of Control Group first becomes aware of or discovers such Claim or Cyber Event, but in no event later than 90 days after the end of the Policy Period. | Notice of Claim or Cyber Event must be provided as soon as practicable after a member of Control Group first becomes aware of or discovers such Claim or Cyber Event, but in no event later than 60 days after the end of the Policy Period. |
| Policy Termination | <p>We may only cancel Policy for failure to pay premium; notice shall be delivered at least 20 days prior to cancellation date. Named Insured may cancel Policy for any reason.</p> <p>If Policy is cancelled, we shall refund unearned premium computed pro rata.</p> | <p>We may cancel Policy by mailing notice at least 20 days prior to cancellation date. Named Insured may cancel Policy for any reason.</p> <p>If Policy is cancelled by us, we will refund unearned premium computed pro rata. If Policy is cancelled by the Named Insured, the unearned premium we refund may be less than pro rata. (subject to state amendatory requirements)</p> |
| Subrogation | <p>In the event of any payment by us under the Policy, we are subrogated to the Insured's rights of recovery against any person or organization.</p> <p>However, we will not subrogate:</p> | Exceptions to right to subrogate are not included. |

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| | <ul style="list-style-type: none"> • Against any Insured Person, unless such Insured Person was in violation of the Conduct Exclusion. • If an Insured agreed in writing to waive such Insured's right of recovery or subrogation against any person or entity prior to the Cyber Event or Wrongful Act. | |
| Territory | Worldwide | Worldwide |

| INSURING AGREEMENTS | | |
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| • Event Response and Management | | |
| Trigger | Information Privacy Event | Information Privacy Event or Network Security Event |
| Scope of Cover | <ul style="list-style-type: none"> • Technical Response Loss • Legal Services Loss • Public Relations Loss • Notification Loss • Reward Expense Loss • Credit Monitoring Loss | <ul style="list-style-type: none"> • Technical Response Loss • Legal Services Loss • Public Relations Loss • Notification Loss • Reward Expense Loss • Credit Monitoring Loss |
| • Information Privacy Liability | | |
| Tigger | Claim for an Information Privacy Wrongful Act. | Claim for an Information Privacy Event. |
| Scope of Cover | <ul style="list-style-type: none"> • Claim Expenses • Damages | <ul style="list-style-type: none"> • Claim Expenses • Damages |
| • Regulatory Liability | | |
| Trigger | Regulatory Claim for an Information Privacy Wrongful Act. | Regulatory Claim for an Information Privacy Event. |
| Scope of Cover | <ul style="list-style-type: none"> • Claim Expenses • Damages, including GDPR Penalties • Regulatory Penalties • Regulatory Assessments and Expenses, including HIPAA/HITECH Betterment Expenses | <ul style="list-style-type: none"> • Claim Expenses • Regulatory Penalties • Regulatory Assessments and Expenses |

| • PCI-DSS Liability | | |
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| Trigger | PCI-DSS Claim for an Information Privacy Wrongful Act. | PCI-DSS Claim for an Information Privacy Event. |
| Scope of Cover | <ul style="list-style-type: none"> • PCI-DSS Penalties • PCI-DSS Response Expenses, including PCI Betterment Expenses • Claim Expenses | <ul style="list-style-type: none"> • PCI-DSS Penalties • PCI-DSS Response Expenses • Claim Expenses |
| • Network Security Liability | | |
| Trigger | Claim for a Network Security Wrongful Act. | Claim for a Network Security Event. |
| Scope of Cover | <ul style="list-style-type: none"> • Claim Expenses • Damages | <ul style="list-style-type: none"> • Claim Expenses • Damages |
| • Event Response and Recovery / Data Recovery | | |
| Trigger | Network Security Event | Network Security Event |
| Scope of Cover | <ul style="list-style-type: none"> • Technical Response Loss • Public Relations Loss • Data Recovery Loss • Reward Expense Loss • System Restoration Loss | <ul style="list-style-type: none"> • Data Recovery Loss • System Restoration Loss |
| • Direct Business Interruption | | |
| Trigger | System Disruption | System Disruption caused by a Network Security Event or Information Privacy Event. |
| Scope of Cover | <ul style="list-style-type: none"> • Business Interruption Loss • Extra Expense • Reward Expense Loss • Public Relations Loss | <ul style="list-style-type: none"> • Business Interruption Loss • Extra Expense |
| • Contingent Business Interruption | | |
| Trigger | System Disruption | System Disruption caused by a Network Security Event or Information Privacy Event. |
| Scope of Cover | <ul style="list-style-type: none"> • Contingent Business Interruption Loss • Extra Expense • Reward Expense Loss • Public Relations Loss | <ul style="list-style-type: none"> • Contingent Business Interruption Loss • Extra Expense |
| • Direct System Failure | | |

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| Trigger | Included by Endorsement - System Disruption caused by a System Failure | System Disruption caused by a System Failure. |
| Scope of Cover | <ul style="list-style-type: none"> • Business Interruption Loss • Extra Expense • Reward Expense Loss • Public Relations Loss | <ul style="list-style-type: none"> • Business Interruption Loss • Extra Expense |
| • Contingent System Failure | | |
| Trigger | Included by Endorsement - System Disruption caused by a System Failure | System Disruption caused by a System Failure. |
| Scope of Cover | <ul style="list-style-type: none"> • Contingent Business Interruption Loss • Extra Expense • Reward Expense Loss • Public Relations Loss | <ul style="list-style-type: none"> • Contingent Business Interruption Loss • Extra Expense |
| • Reputational Harm | | |
| Trigger | Included by endorsement <ul style="list-style-type: none"> • Adverse Publication | Adverse Publication |
| Scope of Cover | <ul style="list-style-type: none"> • Reputational Harm Loss • Public Relations Loss | <ul style="list-style-type: none"> • Reputational Harm Loss • Public Relations Loss |
| • Cyber Extortion | | |
| Trigger | Extortion Threat | Extortion Threat |
| Scope of Cover | <ul style="list-style-type: none"> • Extortion Loss • Reward Expense Loss • Public Relations Loss | <ul style="list-style-type: none"> • Extortion Loss • Reward Expense Loss • Public Relations Loss |
| • Social Engineering and Computer/Financial Fraud | | |
| Triggers | <ul style="list-style-type: none"> • Fraudulent Inducement Instructions • Computer Crimes | <ul style="list-style-type: none"> • Fraudulent Inducement Instructions • Computer Crime • Invoice Manipulation |
| Scope of Cover | <ul style="list-style-type: none"> • Fraudulent Inducement Loss, including Funds Transfer Fraud • Computer Crime Loss, including Invoice Manipulation • Reward Expense Loss | <ul style="list-style-type: none"> • Fraudulent Inducement Loss • Computer Crime Loss • Invoice Loss • Reward Expense Loss |
| • Utility Fraud | | |
| Trigger | Included by endorsement <ul style="list-style-type: none"> • Cryptojacking | <ul style="list-style-type: none"> • Cryptojacking • Telephone Fraud |

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| Scope of Cover | Utility Loss | Utility Loss |
| • Media Liability | | |
| Trigger | Claim for a Media Wrongful Act. | Claim for a Media Wrongful Act. |
| Scope of Cover | <ul style="list-style-type: none"> • Claim Expenses • Damages | <ul style="list-style-type: none"> • Claim Expenses • Damages |
| • Media Event Response | | |
| Trigger | Media Wrongful Act | N/A |
| Scope of Cover | <ul style="list-style-type: none"> • Public Relations Loss • Reward Expense Loss | N/A |

| DEFINITIONS | | |
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| Business Interruption Loss | <p>Means the following amounts incurred by an Insured Organization during the Period of Restoration:</p> <ul style="list-style-type: none"> • net profit before income taxes that would have been earned (or net loss before income taxes that would have been avoided) had no System Disruption of Insured Computer Systems occurred; • continuing normal operating and payroll expenses; and • costs to retain the services of a third party forensic accounting firm, subject to our prior consent. | <p>Means the following amounts actually sustained by an Insured Organization during the Period of Restoration due to the measurable interruption of Insured Organization's business:</p> <ul style="list-style-type: none"> • net profit before income taxes that would have been earned (or net loss before income taxes that would have been avoided) had no System Disruption of Insured Computer Systems occurred; and • continuing normal operating and payroll expenses, but only to the extent such operating and payroll expenses must necessarily continue during the Period of Restoration. <p>Also means reasonable and necessary costs incurred by an Insured Organization, with our prior written consent, for a forensic accountant at a Cyber Response Firm.</p> <p>Does not include: (i) loss arising out of any liability to any third party; (ii) legal costs or</p> |

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| | | <p>legal expenses; (iii) loss incurred due to unfavorable business conditions; (iv) loss of market or any other consequential loss, including loss of goodwill and interest on money withheld by customers; or (v) Data Recovery Loss or other costs or expenses to recreate, replace, regain access to, or restore any software or electronic data.</p> <p>Insured must submit written proof of any Business Interruption Loss.</p> |
| <p>Claim</p> | <p>Means any:</p> <ul style="list-style-type: none"> • written demand, request, or assertion seeking monetary damages, or non-monetary or injunctive relief; • civil proceeding, investigation, or suit commenced by service of a complaint, notice, request for information, or similar proceeding seeking monetary damages or non-monetary or injunctive relief; • arbitration, mediation, or similar alternative dispute resolution proceeding commenced by the receipt of a complaint, written demand, or similar proceeding seeking monetary damages or non-monetary or injunctive relief; • criminal proceeding commenced by the filing of charges, arrest or detention, or a return of an indictment or similar document; • request to toll or waive a statute of limitations; • formal appeal of a Claim described above; | <p>Means:</p> <ul style="list-style-type: none"> • a written demand, or assertion of liability for monetary damages or non-monetary or injunctive relief; • arbitration, mediation, or similar alternative dispute resolution proceeding commenced by the receipt of a complaint or written demand, seeking monetary damages or non-monetary or injunctive relief; • a request to toll or waive a statute of limitations; • a request by a third party for an Insured Organization to comply with its obligation under a written contract to indemnify such third party for Third Party Event Response Expenses (Information Privacy Liability and Network Security Liability Insuring Agreements only). |

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| <p>Claim Expenses</p> | <p>Means reasonable and necessary:</p> <ul style="list-style-type: none"> attorneys' fees, mediation and arbitration expenses, expert witness and consultant fees and attendance expenses, and other fees and costs incurred by us, or by an Insured with our prior written consent, in the investigation and defense of a Claim; and premiums for any appeal bond, injunction bond, attachment bond, or any similar bond. <p>Do not include salaries, wages, or other compensation of any Insured Person; except to the extent that such Claim Expenses are expenses incurred to secure and obtain a member of the Control Group's attendance at any mediation, arbitration, hearing, depositions, or trial in connection to the investigation and defense of a Claim.</p> | <p>Means reasonable and necessary:</p> <ul style="list-style-type: none"> attorneys' fees, mediation and arbitration expenses, expert witness and consultant fees, and other fees and costs incurred by us, or by an Insured with our prior written consent, in the investigation and defense of a Claim; and premiums for any appeal bond, injunction bond, attachment bond, or any similar bond. <p>Do not include:</p> <ul style="list-style-type: none"> overhead costs, general business expenses, salaries, or wages incurred by the Insured; the defense of any criminal investigation or criminal action, or criminal grand jury proceeding. |
| <p>Computer Crime Loss</p> | <p>Means the Insured Organization's loss of Funds or Securities.</p> | <p>Means the Insured Organization's loss of Funds or Securities belonging to the Insured Organization.</p> |
| <p>Credit Monitoring Loss</p> | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> establish and maintain call center services; provide credit monitoring, freezing, or thawing services; provide identity theft identification and restoration services; | <p>Means reasonable and necessary costs and expenses incurred by an Insured Organization, with our prior written consent, for a Cyber Response Firm to provide identity monitoring, credit monitoring, or other identity restoration services for the period of time required by an applicable Privacy Regulation.</p> |

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| | <ul style="list-style-type: none"> retain the services of a Cyber Response Firm to provide consultative and professional services related to the above. <p>Includes costs and expenses incurred in order to comply with applicable Privacy Regulations; costs and expenses not required to comply with Privacy Regulations require our prior consent.</p> | |
| <p>Damages</p> | <p>Means any amounts an Insured becomes legally obligated to pay on account of any Claim, including:</p> <ul style="list-style-type: none"> compensatory damages, settlements, and judgments; awards of prejudgment and post-judgment interest; sums for deposit in a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement; punitive, exemplary, or multiplied damages and awards; provided, however, that punitive, exemplary, or multiplied damages and awards shall only be included as Damages to the extent insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an Insured, us, this Policy, or the Claim giving rise to such Damages; <p>Do not include:</p> <ul style="list-style-type: none"> finances, penalties, taxes, or sanctions imposed against an Insured; except to the extent such fines, penalties, taxes, | <p>Means any amounts an Insured becomes legally obligated to pay on account of any Claim, including:</p> <ul style="list-style-type: none"> compensatory damages, settlements, and judgments; awards of prejudgment and post-judgment interest; punitive, exemplary, or multiplied damages to the extent insurable in any jurisdiction which most favors coverage and has a substantial relationship to an Insured, us, this Policy, or the Claim; Third Party Event Response Expenses (Information Privacy Liability and Network Security Liability Insuring Agreements only). <p>Do not include:</p> <ul style="list-style-type: none"> finances, penalties, taxes, or sanctions; future profits, restitution, disgorgement of unjust enrichment or profits; return or offset of fees, charges, or commissions for goods or services; discounts, coupons, prizes, awards, or other incentives; |

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| | <p>or sanctions are insurable under the applicable laws of any jurisdiction which most favors coverage and which has a substantial relationship to an Insured, us, this Policy;</p> <ul style="list-style-type: none"> • costs to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief; • any matters deemed uninsurable under the laws pursuant to which this Policy is construed. | <ul style="list-style-type: none"> • fines, costs, or other amounts under a payment processing agreement or merchant services agreement; • any amounts for which the Insured is not liable; • costs to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief. |
| <p>Data Recovery Loss</p> | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • replace and restore corrupted, destroyed, lost, or stolen software; • re-create and recover corrupted, destroyed, lost, or stolen data in electronic form which is, or was, stored on a Computer System; • re-create and recover corrupted, destroyed, lost, or stolen data in non-electronic form for which there is no electronic source available; • retain the services of a Cyber Response Firm to provide consultative and professional services related to the above. | <p>Means reasonable and necessary costs and expenses from a Cyber Response Firm incurred by an Insured Organization, with our prior written consent, to replace, regain access to, or restore from backups, originals, or other sources, corrupted, destroyed, or lost software or electronic data stored on a Computer System.</p> <p>In the event that any corrupted, destroyed, or lost software or electronic data cannot reasonably be replaced, accessed, or restored, then Data Recovery Loss means the reasonable and necessary costs incurred by the Insured Organization to reach this determination.</p> <p>Does not include: (i) the monetary value of profits, royalties, or lost market share related to data, including trade secrets or other proprietary information or any other amount pertaining to the value of data; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) Extortion Loss.</p> |
| <p>Extortion Loss</p> | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> | <p>Means reasonable and necessary costs incurred by an Insured Organization, with our prior written consent, to:</p> |

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| | <ul style="list-style-type: none"> • make payment of any funds, digital currencies (“crypto-currencies”), marketable goods, services, or other assets to the person or group which is believed to be responsible for, and to have made, such Extortion Threat; • reduce or mitigate the severity of Extortion Loss described above; and • retain the services of a Cyber Response Firm to provide consultative and professional services related to above. | <ul style="list-style-type: none"> • make payment of any funds, Cryptocurrencies, marketable goods, services, or other assets to the person or group which is believed to be responsible for, and to have made, an Extortion Threat; and • engage a Cyber Response Firm to assist the Insured Organization with its response to, mitigation, and resolution of an Extortion Threat. |
| Extra Expense | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • reduce the Period of Restoration; • mitigate or reduce expenses resulting from the System Disruption of a Computer System; • secure Computer Systems such that a similar System Disruption is avoided in the future; and • retain the services of a Cyber Response Firm to provide consultative and professional services related to above. | <p>Means reasonable and necessary costs and expenses incurred by an Insured Organization during the Period of Restoration as a result of the measurable interruption of the Insured Organization's business operations, in order to reduce the Period of Restoration and minimize or reduce Business Interruption Loss or Contingent Business Interruption Loss.</p> <p>Does not include any: (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; or (iii) Data Recovery Loss or other costs or expenses to recreate, replace, regain access to, or restore any software or electronic data.</p> |
| Fraudulent Inducement Loss | <p>Means an Insured Organization's loss of Funds or Securities.</p> | <p>Means an Insured Organization's loss of Funds or Securities.</p> <p>Does not include any amounts for which a Financial Institution has agreed to indemnify or reimburse the Insured Organization following such Financial Institution's receipt and acceptance of Fraudulent Inducement Instructions.</p> |

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| <p>Information Privacy Event</p> | <p>Means any actual or reasonably suspected:</p> <ul style="list-style-type: none"> • failure to prevent unauthorized access to Protected Personal Information (“PPI”); • failure to properly manage, handle, store, protect, disclose, destroy, control, or collect PPI; • violation of any Privacy Regulations; • failure to comply with those portions of a Privacy Policy which govern the collection, dissemination, confidentiality, integrity, accuracy, disclosure, sale, access, or availability of PPI; • failure to provide natural persons whose PPI an Insured stores or maintains to access, delete, or amend their PPI; • failure to provide notification of or disclose any Information Privacy Event as required by any Privacy Regulation. | <p>Means:</p> <ul style="list-style-type: none"> • access to PPI in a manner that is not authorized by an Insured Organization; • unintentional violation by an Insured of Privacy Regulations; • failure by an Insured to comply with those portions of its Privacy Policy which govern PPI; • unauthorized access to PPI on an External Computer System (Contingent Business Interruption Insuring Agreement only). |
| <p>Legal Services Loss</p> | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • determine the applicability of any notifications, communications, actions, or other services required or necessary for the Insured Organization to comply with applicable Privacy Regulations; • draft and develop letters, documents, or other materials to properly notify the | <p>Means reasonable and necessary costs and expenses incurred by an Insured Organization, with our prior written consent, for an attorney at a Cyber Response Firm to determine the Insured Organization's obligations under the applicable Privacy Regulations, and to prepare notifications to a regulatory entity and to affected natural persons as required by a Privacy Regulation, in connection with an actual or reasonably suspected Information Privacy Event.</p> |

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| | <p>natural persons whose PPI was, or may have been, wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted;</p> <ul style="list-style-type: none"> • provide any legally required communications and reporting services to any regulatory, administrative, or supervisory authority; and • retain the services of a Cyber Response Firm to provide legal, consultative, and professional services described above. <p>Includes costs and expenses incurred in order to comply with applicable Privacy Regulations; costs and expenses not required to comply with any applicable Privacy Regulations require our prior consent.</p> | |
| <p>Media Content</p> | <p>Means data, text, images, graphics, music, sounds, photographs, advertisements, video, streaming content, webcasts, podcasts, blog posts, and online forum posts.</p> <p>Does not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such Media Content.</p> | <p>Means any electronic or online content promoting or advertising the Insured Organization's goods, products, or services.</p> <p>Does not include software technology, or the actual goods, products, or services described, illustrated, or displayed in such Media Content.</p> |
| <p>Network Security Event</p> | <p>Means any actual or reasonably suspected:</p> <ul style="list-style-type: none"> • propagation of Malicious Code from a Computer System or attack by Malicious Code which infects a Computer System; | <p>Means any:</p> <ul style="list-style-type: none"> • propagation of Malicious Code from a Computer System or attack by Malicious Code which infects a Computer System; • denial of service attack originating from, or made against, a Computer System; |

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| | <ul style="list-style-type: none"> • denial of service attack originating from, or made against, a Computer System; • access or use of a Computer System by an unauthorized person or an authorized person for purposes not authorized by an Insured Organization; • acquisition, access, loss, or disclosure of Corporate Information not authorized by an Insured Organization; • theft of a password or access code from a Computer System, the Insured Organization's premises, or an Insured Person; • the failure to provide access to the Insured Organization's website or Computer System due to the failure or violation of the security of a Computer Systems; • the failure to protect Computer Systems which results in the above events. | <ul style="list-style-type: none"> • access or use of a Computer System by an unauthorized person due to a failure in the security of a Computer System; • access or use of a Computer System by an authorized person for purposes not authorized by an Insured Organization; • acquisition, access, loss, or disclosure of Corporate Information on a Computer System in a manner not authorized by an Insured Organization; • theft of a password or access code from a Computer System; • failure to provide any authorized user access to the Insured Organization's website or Computer System due to a failure in the security of a Computer System. |
| <p>Notification Loss</p> | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • provide any legally required notification services to those natural persons whose PPI was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted; • complete mailing or other communications duties to notify those natural persons whose PPI was wrongfully disclosed, accessed, | <p>Means reasonable and necessary costs and expenses incurred by an Insured Organization, with our prior written consent, for a Cyber Response Firm to:</p> <ul style="list-style-type: none"> • provide notifications that are legally required under a Privacy Regulation; • provide reasonable voluntary notifications to those natural persons whose PPI was impacted; and • establish and maintain a call center to answer questions from those natural |

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| | <p>acquired, or otherwise compromised or impacted;</p> <ul style="list-style-type: none"> • provide information on the availability of any related services or resources to those natural persons whose PPI was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted; and • retain the services of a Cyber Response Firm to provide consultative and professional services related to the above. <p>Includes costs and expenses incurred in order to comply with applicable Privacy Regulations; voluntary costs and expenses not required to comply with any applicable Privacy Regulations require our prior consent.</p> | <p>persons who received a legally required or voluntary notification.</p> |
| <p>Period of Restoration</p> | <p>Means the continuous period of time that:</p> <ul style="list-style-type: none"> • begins with the earliest date a System Disruption first occurred; and • ends on the date when Insured Computer Systems or External Computer Systems are, or could have been, repaired or restored with reasonable speed to the same functionality and level of service which existed prior to the System Disruption. <p>Shall not exceed 180 days.</p> | <p>Means the continuous period of time that:</p> <ul style="list-style-type: none"> • begins upon the measurable interruption of the Insured Organization's business operations; and • ends on the earlier of the date and time when the interruption of the Insured Organization's business operations: (i) ends; or (ii) could have ended had the Insured Organization acted with due diligence and dispatch. <p>Shall not exceed 180 days.</p> |
| <p>Public Relations Loss</p> | <p>Means reasonable and necessary public relations related costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • protect or restore the Insured Organization's reputation; | <p>Means reasonable and necessary public relations related costs and expenses incurred by an Insured Organization, with our prior written consent, for a Cyber Response Firm to protect or restore the Insured Organization's reputation and mitigate financial harm to the Insured Organization's business.</p> |

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| | <ul style="list-style-type: none"> • mitigate financial harm to the Insured Organization’s business; • retain the services of a Cyber Response Firm to provide public relations or crisis communications consultative and professional services related to above. | |
| System Restoration Loss | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> <ul style="list-style-type: none"> • restore Computer Systems, including replacing or reinstalling software programs contained therein, to their level of functionality immediately prior to the applicable Network Security Event; • remove any Malicious Code from Computer Systems resulting from the applicable Network Security Event; • restore the configuration of Computer Systems to an adequacy at or higher to that which was present immediately prior to the applicable Network Security Event; • retain the services of a Cyber Response Firm to provide consultative and professional services related to above. | <p>Means reasonable and necessary costs and expenses incurred an Insured Organization, with our prior written consent, for a Cyber Response Firm to:</p> <ul style="list-style-type: none"> • replace or reinstall software programs contained on Computer Systems to their level of functionality immediately prior to the Network Security Event; • replace or reinstall computer hardware contained on Insured Computer Systems that are impacted by Bricking, but only if we determine that the replacement or reinstallation of computer hardware will reduce the cost of the restoration effort of Computer Systems described above; • remove any Malicious Code from Computer Systems resulting from the applicable Network Security Event; • restore the configuration of Computer Systems to the level that was present immediately prior to the Network Security Event. |
| Technical Response Loss | <p>Means reasonable and necessary costs and expenses incurred or paid by an Insured Organization to:</p> | <p>Means reasonable and necessary costs and expenses incurred by an Insured Organization, with our prior written consent, for a Cyber Response Firm to:</p> |

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| | <ul style="list-style-type: none"> investigate and determine the cause of the applicable Information Privacy Event or Network Security Event; mitigate or contain an ongoing Information Privacy Event or Network Security Event; identify and catalog natural persons whose PPI was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable Information Privacy Event; identify and catalog organizations whose Corporate Information was wrongfully disclosed, accessed, acquired, or otherwise compromised or impacted as a result of an applicable Network Security Event; and retain the services of a Cyber Response Firm to provide consultative and professional services related to above. | <ul style="list-style-type: none"> investigate and determine the cause of an Information Privacy Event or Network Security Event; mitigate or contain an ongoing Information Privacy Event or Network Security Event on an Insured Computer System; identify those natural persons whose PPI was impacted as a result of an Information Privacy Event; and identify those entities whose Corporate Information was impacted as a result of a Network Security Event. |
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| EXCLUSIONS | | |
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| <p>Contract</p> | <p>Carvebacks for:</p> <ul style="list-style-type: none"> liability assumed to the extent such assumed liability would have attached to the Insured in the absence of such contract, warranty, or guarantee; contractual obligation to maintain the confidentiality or security of PPI; obligation under an implied or statutory standard of care obligation to | <p>Carvebacks for:</p> <ul style="list-style-type: none"> liability assumed to the extent such assumed liability would have attached to the Insured in the absence of such contract, warranty, or guarantee; contractual obligation to maintain the confidentiality or security of PPI or Corporate Information; an unintentional violation to comply with a Privacy Policy (Information Privacy Liability Insuring Agreement only); |

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| | <p>prevent an Information Privacy Event or Network Security Event;</p> <ul style="list-style-type: none"> • an unintentional violation to comply with a Privacy Policy or unintentional breach of contract with a business associate (Information Privacy Liability Insuring Agreement only); • a PCI-DSS Claim (PCI-DSS Liability Insuring Agreement only); • any actual or alleged misappropriation of idea under implied contract (Media Liability Insuring Agreement only). | <ul style="list-style-type: none"> • a covered claim for Third Party Event Response Expenses (Information Privacy Liability and Network Security Liability Insuring Agreements only); • a PCI-DSS Claim (PCI-DSS Liability Insuring Agreement only); • any actual or alleged misappropriation of idea under implied contract (Media Liability Insuring Agreement only). |
| Prior Knowledge | Based on Continuity Date. | Based on inception date of Policy (or first policy issued by us if successive policies). |
| Pending or Prior Proceedings | Based on Prior and Pending Litigation Date. | Based on inception date of Policy (or first policy issued by us if successive policies). |
| Intellectual Property | <p>Carvebacks for:</p> <ul style="list-style-type: none"> • an otherwise covered Claim for a Media Wrongful Act, except to the extent such Claim alleges Media Content consisted of computer software or software technology which infringed upon copyrighted software; • failure by an Insured to properly disclose, handle, manage, store, destroy, protect, use or otherwise control PPI resulting from an Information Privacy Event (Information Privacy Liability Insuring Agreement only); • disclosure of Corporate Information resulting from a Network Security Event (Network Security Liability Insuring Agreement only). | <p>Carvebacks for:</p> <ul style="list-style-type: none"> • an otherwise covered Claim for a Media Wrongful Act, except to the extent such Claim arises from or is related to any actual or alleged infringement of copyright for or related to software technology; • disclosure of Corporate Information resulting from a Network Security Event (Network Security Liability Insuring Agreement only). |

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| <p>Unsolicited Communications</p> | <p>Excludes any violation of the Telephone Consumer Protection Act, or any similar law relating to the unsolicited electronic dissemination of faxes, e-mails or other communications, or a natural person's or entity's right of seclusion.</p> <p>Carvebacks under Information Privacy Liability and Regulatory Liability Insuring Agreements only for:</p> <ul style="list-style-type: none"> • an Insured's violation of any Privacy Regulation; • an Insured's failure to adequately protect Computer Systems resulting in the release of PPI. | <p>Excludes the dissemination of unsolicited faxes, e-mails, or other communications, including any violation of the Telephone Consumer Protection Act or any similar law, if such dissemination is done by or on behalf of the Insured Organization.</p> <p>No carvebacks.</p> |
| <p>Consumer Protection Laws</p> | <p>Excludes any Insured's violation of the Truth in Lending Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, or any similar law.</p> <p>Carveback for disclosure or theft of PPI resulting from an Information Privacy Event (Information Privacy Liability Insuring Agreement only).</p> | <p>No carveback</p> |
| <p>Insured vs. Insured</p> | <p>Carvebacks for any Claim:</p> <ul style="list-style-type: none"> • brought by or on behalf of an Insured Person for a Wrongful Act, but only to the extent such Insured Person did not commit or contribute to such Wrongful Act or to such extent such Insured Person is alleging an Insured Organization failed to comply or act in accordance with a Privacy Regulation; • brought by or on behalf of an Employee alleging employee-related invasion of privacy or employee- | <p>Carvebacks for any Claim:</p> <ul style="list-style-type: none"> • brought by an Employee for an Information Privacy Event involving the access to PPI in a manner that is not authorized by an Insured Organization (Information Privacy Liability Insuring Agreement only); • brought by or on behalf of any Additional Insured. |

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| | <p>related wrongful infliction of emotional distress, but only to the extent that such Claim arises out of the loss of PPI resulting from an Information Privacy Wrongful Act;</p> <ul style="list-style-type: none">• brought by or on behalf of any Additional Insured. | |
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