



Starr Surplus Lines Insurance Company

John Babicke
399 Park Avenue
Mezzanine
New York, NY 10022

Temo Garcia
Aon Risk Services West, Inc.

RE: State Of Georgia, Gta
Policy Number: 1001213763251

Dear Temo,

Enclosed, please find an electronic copy of the above captioned policy. Please let me know if you would like the hard copies as well.

Thank you for your business and please do not hesitate to contact me with any questions or concerns.

Regards,

John Babicke



Starr Surplus Lines Insurance Company

Cyber Risk Response Policy

POLICY NUMBER: 1001213763251
RENEWAL OF: N/A

NOTICE: THIS POLICY CONTAINS COVERAGE SECTIONS WHICH MAY BE PURCHASED SEPERATELY. CERTAIN COVERAGE SECTIONS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. UNDER SUCH COVERAGE SECTIONS, THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS AND AMOUNTS INCURRED FOR DEFENSE COSTS SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION AMOUNT.

PLEASE READ THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE HEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

DECLARATIONS

ITEM 1: NAMED INSURED: State Of Georgia, Gta

ADDRESS: 200 Piedmont Avenue, Se. Ste. 1208 West Tower
Atlanta, GA 30334

ITEM 2: POLICY PERIOD: From: July 01, 2025 To: July 01, 2026
(12:01 a.m. Standard Time at the address stated in Item 1)

ITEM 3: LIMITS OF LIABILITY (INCLUSIVE OF DEFENSE COSTS)

A. \$5,000,000 Aggregate Limit of Liability for each Policy Period

ITEM 4: INSURING AGREEMENT SUMMARY

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
A. Security & Privacy Liability	\$5,000,000	\$750,000	July 01, 2017
B. Security & Privacy Incident Response Expenses	\$5,000,000	\$750,000	July 01, 2017
C. Business Interruption Waiting Period: 12 Hours	\$5,000,000	\$750,000	July 01, 2017
D. Data Recovery	\$5,000,000	\$750,000	July 01, 2017
E. Regulatory Proceedings	\$5,000,000	\$750,000	July 01, 2017
F. Cyber Extortion	\$5,000,000	\$750,000	July 01, 2017

ITEM 5: PREMIUM: \$600,000

ITEM 6: DISCOVERY PERIOD (applicable only to Insuring Agreements A and E)

- A. One Year: 100% of the application premium
- B. Two to Six Years: Premium to be determined

ITEM 7: ADDRESS OF INSURER AND ITS AUTHORIZED CLAIMS AGENT FOR NOTICES UNDER THIS POLICY

A. Claims-Related Notices (may be modified)

STARR ADJUSTMENT SERVICES, INC.
399 PARK AVENUE, 9TH FLOOR
NEW YORK, NY 10022

e-mail: StarrFLPLClaims@starrcompanies.com

B. All Other Notices To The Insurer:

STARR SURPLUS LINES INSURANCE COMPANY
ATTN: PROFESSIONAL LIABILITY DEPARTMENT
399 PARK AVE. 8TH FLOOR
NEW YORK, NY 10022

In Witness Whereof, the **Insurer** has caused this policy to be executed and attested. This policy shall not be valid unless countersigned by a duly authorized representative of the **Insurer**.



Steve Blakey, President and CEO



Nehemiah E. Ginsburg, General Counsel



Starr Surplus Lines Insurance Company

Cyber Risk Response Policy

In consideration of and subject to the payment of the premium and in reliance upon all information and documents contained in or submitted with the **Application**, which shall be deemed to be attached to and part of this policy, and further subject to all terms, conditions and other provisions in this policy, including endorsements hereto, Starr Surplus Lines Insurance Company (the “**Insurer**”) and the **Named Insured**, on behalf of all **Insureds**, agree as follows:

1. INSURING AGREEMENTS

A. Security & Privacy Liability

The **Insurer** shall pay on behalf of the **Insured** all **Loss**, in excess of the **Retention**, arising from a **Claim** first made during the **Policy Period** (or Discovery Period, if applicable) against such **Insured** for an actual or alleged **Security Failure** or **Privacy Incident**, and duly reported to the Insurer in accordance with Section 7 of this policy.

B. Security & Privacy Incident Response Expenses

The **Insurer** shall pay on behalf of the **Company** the **Incident Response Expenses** of the **Company**, in excess of the **Retention**, resulting from an actual or reasonably suspected **Security Failure** or **Privacy Incident** that is first discovered by the **Insured** during the **Policy Period**, and duly reported to the **Insurer** in accordance with Section 7 of this policy.

C. Business Interruption

The **Insurer** shall reimburse the **Insured** any **Business Loss**, in excess of the **Retention** and only after the specified **Waiting Period** has expired resulting from a **Material Interruption** incurred by the **Insured** directly as a result of a **Security Failure** which occurs during the **Policy Period**, and is duly reported to the **Insurer** in accordance with Section 7 of this policy.

D. Data Recovery

The **Insurer** shall reimburse the **Insured** for all **Data Recovery Expenses**, in excess of the **Retention**, the **Insured** incurs due to a **Security Failure** or **Privacy Incident**, provided that such **Security Failure** or **Privacy Incident** occurs during the **Policy Period**, and is duly reported to the **Insurer** in accordance with Section 7 of this policy.

E. Regulatory Proceedings

The **Insurer** shall pay on behalf of the **Insured** all **Defense Costs** and **Penalties**, in excess of the **Retention**, arising from a **Regulatory Proceeding** first made during the **Policy Period** (or Discovery Period, if applicable) against such **Insured**, resulting from an actual or alleged **Security Failure** or **Privacy Incident** by the **Insured** or any entity for whom the **Insured** is legally liable, and duly reported to the Insurer in accordance with Section 7 of this policy.

F. Cyber Extortion

The **Insurer** shall reimburse the **Insured** for all **Extortion Costs**, in excess of the **Retention**, paid by the **Insured** as a result of an **Extortion Demand**, provided that such **Extortion Demand** occurs during the **Policy Period**, and is duly reported to the **Insurer** in accordance with Section 7 of this policy.

2. DEFINITIONS

- a) “**Application**” means all signed applications, including any attachments and other materials provided therewith or incorporated therein, submitted in connection with the underwriting of this policy or for any other policy of which this policy is a renewal, replacement or which it succeeds in time.
- b) “**Business Loss**” means:
1. costs that would not have been incurred but for a **Material Interruption**;
 2. the sum of all of following, which shall be calculated on an hourly basis:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned; and
 - b. Continuing normal operating expenses incurred, including payroll,

sustained by the **Insured** during the **Period of Restoration**, but only after the **Waiting Period** has expired

- c) “**Claim**” means any:
1. written demand for monetary or non-monetary relief, or injunctive relief or services made against an **Insured**;
 2. civil, judicial, administrative, or arbitral or regulatory proceeding for monetary relief commenced against an **Insured**, including any appeal therefrom, which is commenced by:
 - a. service of a complaint or similar pleading;
 - b. demand for or notice of arbitration; or
 - c. receipt or filing of a notice of charges;
 3. with respect to coverage provided under Insuring Agreement 1.E. only, institution of a **Regulatory Proceeding** against any **Insured**; or
 4. written request to toll or waive the applicable statute of limitations relating to a potential **Claim** against an **Insured**.
- d) “**Cleanup Costs**” means expenses (including but not limited to legal and professional fees) incurred in testing for, monitoring, cleaning up, removing, containing, treating, neutralizing, detoxifying or assessing the effects of **Pollutants**.
- e) “**Company**” means:
1. the **Named Insured**;
 2. any **Subsidiary** of the **Named Insured**;
 3. the **Named Insured** or any **Subsidiary** as a debtor, a debtor-in-possession or equivalent status; and
- f) “**Computer System**” means hardware, software, portable devices, peripheral devices, wireless and mobile devices, data storage, network equipment or electronic backup connected together through a network and under the care, custody or control of the **Insured** or a **Third Party Computer System Service Provider**.
- g) “**Cyberterrorism**” means the premeditated use of disruptive activities against the **Computer System** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

“**Cyberterrorism**” does not include **Cyberwarfare**. “**Cyberwarfare**” as used herein means actions by a nation-state to penetrate the **Computer System** for the purposes of causing damage or disruption.

- h) **“Data Recovery Expenses”** means the reasonable and necessary fees, costs, charges or expenses, sustained with the prior written consent of the **Insurer**, such consent not be unreasonably withheld, resulting from a theft, loss, alteration, damage, deletion, or destruction of any electronic data or software which is under the care, custody or control of an **Insured** or for which an **Insured** is legally liable:
1. incurred to replace, restore, or recollect electronic data or software stored on the **Computer System** from written records or partially or fully matching data or software, including the capacity of the **Computer System** to store, process or transmit information; and
 2. incurred to retain a third party computer security expert or forensic investigator to determine if electronic data or software can or cannot be replaced, restored or recollected; provided, however, that in the event that electronic data or software cannot be replaced, restored or recollected, **Loss** shall be limited to the reasonable and necessary fees, costs, charges or expenses incurred to reach this determination.

For the purposes of **“Data Recovery Expenses”** electronic data includes **Private Information** in an electronic or digitized format.

“Data Recovery Expenses” shall not include any salary or overhead expenses of the **Insured**.

- i) **“Defense Costs”** means:

1. reasonable and necessary fees, costs, charges or expenses resulting from the investigation, defense or appeal of a **Claim**;
2. premium for an appeal, attachment or similar bond, but without any obligation to apply for and obtain such bond;
3. any fees, costs, charges or expenses incurred by the **Insured** at the specific request of the **Insurer** to assist the **Insurer** in the investigation, defense or appeal of a **Claim**.

“Defense Costs” does not include (i) amounts incurred prior to the date a **Claim** is first made and reported to the **Insurer**, pursuant to the terms of this policy, or (ii) compensation or benefits of any **Insured Person** or any overhead expenses of the **Company**.

- j) **“Executive Officer”** means any person who is or was the Chief Executive Officer, Chief Financial Officer, Chief Security Officer, Chief Technology Officer, Chief Information Officer, Chief Information Security Officer, General Counsel, or Risk Manager of the **Company** or, with respect to a **Subsidiary** incorporated outside of the United States, the functional equivalent of such an officer.

- k) **“Extortion Costs”** means:

1. reasonable and necessary costs sustained by the **Company** with the **Insurer’s** prior written consent, which shall not be unreasonably withheld, to utilize a computer security expert or a forensic investigator to determine who is responsible for an **Extortion Demand**; and
2. money, securities or other tangible or intangible property of value provided by the **Company** with the **Insurer’s** prior written consent, which shall not be unreasonably withheld, to a party responsible for an **Extortion Demand** for the purpose of terminating such **Extortion Demand**.

- l) **“Extortion Demand”** means:

1. **Privacy Extortion Demand**; or
2. **Security Extortion Demand**

m) **“Incident Response Expenses”** means the reasonable and necessary expenses, sustained with the prior written consent of the **Insurer**, such consent shall not be unreasonably withheld:

1. to retain an attorney to advise the **Company** on minimizing the harm to such **Company**, including: (a) maintaining and restoring public confidence in such **Company**; (b) applicability of and actions necessary by the **Company** to comply with any **Security & Privacy Law** relating to an actual or suspected **Security Failure** or **Privacy Incident**; or (c) to determine whether the **Insured** has a right of indemnification from another party for an otherwise covered **Loss**;
2. to retain a computer security expert or a forensic investigator to determine the existence, cause and extent of any actual or suspected **Security Failure** or **Privacy Incident**;
3. to retain a public relations or crisis management consultant, including costs to provide advertising and public relations media and activities relating to an actual or suspected **Security Failure** or **Privacy Incident**;
4. to notify those whose **Private Information** is connected to an actual or suspected **Security Failure** or **Privacy Incident** and advise of any available remedy in connection with the **Security Failure** or **Privacy Incident**, including, those expenses and costs for advertising, printing and mailing of materials;
5. for identity theft education and assistance including credit freezes, identity theft call center services, credit file or identity monitoring and victim reimbursement insurance made available to those persons notified about a **Security Failure** or **Privacy Incident** pursuant to subparagraph (4) above.
6. for any other services approved by the **Insurer** at the **Insurer’s** sole and absolute discretion.

“Incident Response Expenses” shall not include any salary or overhead expenses of the **Insured**.

n) **“Information Handler”** means a third party that (i) the **Insured** has provided **Private Information** to; (ii) the **Insured** has given access to **Private Information**; or (iii) has received **Private Information** on behalf of the **Insured**.

o) **“Insured(s)”** means:

1. the **Company**;
2. any **Insured Person**;
3. the estates, heirs, executors, administrators, assigns or legal representatives of any **Insured** in the event of such **Insured’s** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Insurance; and
4. the lawful spouse or domestic partner (whether such status is derived by reason of statutory law, common law or otherwise of any applicable jurisdiction in the world or any formal program established by the **Company**) of an **Insured Person**, but only to the extent that such **Insured Person** would otherwise be provided coverage under this Insurance.
5. any entity which the **Named Insured** or any **Subsidiary** is required by contract to add as an **Insured** solely under Insuring Agreement A. and E., **Security & Privacy Liability** and **Regulatory Proceedings**, but only for the acts of such **Named Insured** or any **Subsidiary** that result in a **Security Failure** or **Privacy Incident**.

p) **“Insured Person(s)”** means any person who is or was an **Executive Officer**, director, partner, member of a management committee or employee (including leased and contract employees) of the **Company**, but solely while acting within the scope of his or her employment and related to the conduct of the **Company’s** business.

q) **“Loss”** means:

1. damages, settlements or judgments;
2. pre-judgment or post-judgment interest;
3. court costs and attorney fees awarded in favor of a claimant and against the **Insured**;
4. **Defense Costs**;

5. **Incident Response Expenses**, solely under Insuring Agreement B.;
 6. **Business Loss**, solely under Insuring Agreement C.;
 7. **Data Recovery Expenses**, solely under Insuring Agreement D.;
 8. **Penalties**, solely under Insuring Agreement E.; and
 9. **Extortion Costs**, solely under Insuring Agreement F.
- r) **“Material Interruption”** means the actual and measurable interruption or suspension of an **Insured’s** business directly caused by a **Security Failure**.
- s) **“Named Insured”** means the entity named in Item 1 of the Declarations.
- t) **“Penalties”** means any civil fine or money penalty payable to any federal, state, local or foreign governmental entity that was imposed in a **Regulatory Proceeding** by such governmental entity in its regulatory or official capacity.

The insurability of **Penalties** shall be in accordance with such applicable law that most favors coverage for such **Penalties**.

- u) **“Period of Restoration”** means the period of time beginning immediately after the **Material Interruption** occurs, and continues until the **Computer System** is or could have been repaired or restored, with due diligence and promptness, to the same functionality and level of service that existed prior to the **Material Interruption**, and in no event exceeding one hundred and twenty (120) days.
- v) **“Personally Identifiable Information”** means:
1. information from which an individual may be uniquely and reliably identified or contacted, including, but not limited to, an individual’s name, address, telephone number, social security number, account relationships, account numbers, account balances, account histories or passwords;
 2. an individual’s “nonpublic personal information” as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
 3. an individual’s medical or health care information, including “protected health information” or “electronic protected health information” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, or the Health Information Technology for Economic and Clinical Health Act (HITECH) and regulations issued pursuant to the Acts, or protected health related information under any similar federal, state, local or foreign law;
 4. an individual’s private personal information as defined under **Security & Privacy Law**;
- w) **“Policy Period”** means the period from the inception date shown in Item 2 of the Declarations to the earlier of the expiration date shown in Item 2 of the Declarations or the effective date of cancellation of this policy.
- x) **“Pollutants”** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on, any list of hazardous substances issued by the United States Environmental Protection Agency or any foreign, state, county, municipality, or locality counterpart thereof. Such substances shall include, without limitation, nuclear material or waste, any solid, liquid, gaseous or thermal irritant or contaminant, or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, wastewater, oil or products containing oil, lead or products containing lead, infectious or medical waste, and any noise.
- y) **“Pollution”** means the actual, alleged or threatened discharge, dispersal, release, escape, seepage, transportation, emission, treatment, removal or disposal of **Pollutants** into or on real or personal property, water or the atmosphere. **Pollution** also means any **Cleanup Costs**.

- z) **“Privacy Extortion Demand”** means any reasonably credible threat or demand or connected series of threats or demands to unlawfully use or disclose **Private Information**. The purpose of the threat or demand is to obtain money, securities or other tangible or intangible property of value from an **Insured**.
- aa) **“Privacy Incident”** – means the following:
1. any failure to protect **Private Information** (whether by “phishing,” other social engineering technique or otherwise) including, that which could result in an identity theft or other wrongful emulation of the identity of an individual or corporation;
 2. any failure to disclose an event referenced in Sub-paragraph (1) above in violation of any **Security & Privacy Law**;
 3. any unintentional failure of an **Insured** to comply with those parts of a **Company’s** privacy policy that (a) prohibit or restrict the disclosure or sale of **Private Information** by an **Insured**, or (b) require an **Insured** to allow an individual to access or correct **Private Information** about such individual; or
 4. any violation of a federal, state, foreign or local privacy statute alleged in connection with a **Claim** for a failure described in Sub-paragraphs (1) or (2) above.
- bb) **“Private Information”** means any of the following in an **Insured’s** or **Information Handler’s** care, custody or control or for which an **Insured** or **Information Handler** is legally responsible:
1. **Personally Identifiable Information**; or
 2. **Third Party Corporate Information**
- cc) **“Regulatory Proceeding”** means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity’s regulatory or official capacity in connection with such proceeding alleging a **Security Failure** or **Privacy Incident**.
- dd) **“Retention”** means the applicable retention for each Insuring Agreement as set forth in Item 4. of the Declarations.
- ee) **“Security Extortion Demand”** means any reasonably credible threat or demand or connected series of threats or demands to commit, continue or resume an intentional attack against the **Computer System** where the purpose of the threat or demand is to obtain money, securities or other tangible or intangible property of value from an **Insured**.
- ff) **“Security Failure”** means any:
1. unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code due to a failure or violation of the security of the **Computer System** or any other failure or violation of the **Computer System**;
 2. failure to disclose an event referenced in Sub-paragraphs (1) above in violation of any **Security & Privacy Law**;
 3. theft of a password or access code from an **Insured’s** premises, the **Computer System**, or an **Insured Person** by non-electronic means;
 4. physical theft of hardware controlled by the **Insured** (or components thereof) on which electronic data is stored from a premises occupied and controlled by the **Insured**,

including such failure or violation resulting from **Cyberterrorism**.

gg) "**Security & Privacy Law**" means any federal, state, local or foreign statute or regulation that requires the **Insured**:

1. to have protocols in place to protect the **Computer System**; or
2. to collect or store **Private Information** or has provided **Private Information** to an **Information Handler**,

to provide notice of any actual or reasonably suspected **Security Failure** or **Private Incident**, including the statute known as California SB 1386 (CIV §1798.82, et. seq. of the California Civil Code).

hh) "**Subsidiary**" means any entity, in which more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors in such entity is owned or controlled, directly or indirectly, in any combination, by the **Named Insured**.

"**Subsidiary**" also means any not-for-profit entity, which is under the exclusive control of the **Named Insured**.

With respect to a **Claim, Security Failure, Privacy Incident** or **Extortion Demand** made against any **Subsidiary** or any **Insured Person** thereof, this policy shall only apply after the effective time such entity becomes a **Subsidiary** and prior to the effective time that such entity ceases to be a **Subsidiary**.

ii) "**Third Party Computer System Service Provider**" means:

1. a provider of "cloud computing" or other hosted computer resources to an **Insured**; or
2. a provider of information technology services required by an **Insured** to operate the **Computer System**,

as provided in a written contract between such third party and the **Insured**.

jj) "**Third Party Corporate Information**" means any trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of non-public information of a third party that is not an **Insured**, and which the **Insured** is legally required to maintain confidential.

kk) "**Waiting Period**" means the number of hours set forth in Item 4.C. of the Declarations that must elapse once a **Material Interruption** has begun.

3. EXCLUSIONS

This policy shall not cover any **Loss** in connection with any **Claim, Security Failure, Privacy Incident** or **Extortion Demand**:

- a) alleging, arising from, based upon or attributable to any deliberate criminal or deliberate fraudulent act by an **Insured** if a final non-appealable adjudication establishes that such criminal or fraudulent act occurred;
- b) alleging, arising from, based upon or attributable to the gaining in fact of any personal profit or advantage to which the **Insured** is not legally entitled;

In determining the applicability of the exclusions set forth in Section 3 (a) and (b), above, the facts pertaining to, the knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; however, the facts pertaining to, the knowledge possessed by any **Executive Officer** shall be imputed to the **Company**;

- c) for any **Insured's** actual or alleged liability under any contract or agreement, except to the extent such liability would have attached to the Insured even in the absence of such contract or agreement; provided however with respect to an actual or alleged **Security Failure** or **Privacy Incident**, this exclusion shall not apply to any liability or obligation under the confidentiality or nondisclosure provisions of any agreement;

- d) alleging, arising from, based upon or attributable to any actual or alleged liability of the **Insured** under any express or implied warranty or guarantee;
- e) alleging, arising from, based upon or attributable to, as of the applicable Pending or Prior Date set forth in Item 4 of the Declarations, any pending or prior: (i) litigation; or (ii) administrative or regulatory proceeding or investigation of which an **Insured** had notice, including any **Claim** or other covered matter alleging or derived from the same or essentially the same facts, circumstance, situation, transaction, event, act or omission as alleged in such pending or prior litigation or administrative or regulatory proceeding or investigation;
- f) alleging, arising out of, based upon or attributable to any facts or circumstances of which an **Executive Officer** had actual knowledge or information of, as of the applicable Pending or Prior Date set forth in Item 4 of the Declarations and that he or she reasonably believed may give rise to a **Claim** or other covered matter under this policy;
- g) alleging, arising from, based upon or attributable to the same facts, circumstance, situation, transaction, event, act or omission alleged or contained in any **Claim, Security Failure, Privacy Incident or Extortion Demand** which has been reported, or in which notice has been given, before the inception date of this policy as set forth in Item 2 of the Declarations, under any policy, whether excess or underlying, of which this policy is a renewal or replacement or which it may succeed in time;
- h) brought or maintained by any **Insured** against any other **Insured**, however, this exclusion shall not apply to Insuring Agreements A., B. or E. for **Claims** brought or **Loss** incurred by an employee of the **Company**;
- i) for bodily injury, emotional distress, mental anguish (except emotional distress or mental anguish when associated with a **Security Failure or Privacy Incident**), sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof;
- j) alleging, arising from, based upon or attributable to **Pollution** in connection with any real property or facility which is or was at any time owned, operated, rented or occupied by the **Insured** or by any entity that wholly or partly owns, operates, manages or otherwise controls the **Insured**, or any entity that is wholly or partly owned, operated, managed or otherwise controlled by the **Insured**;
- k) for the failure to procure or maintain, or to advise of the need to procure or maintain, insurance, suretyship or bonds;
- l) alleging, arising from, based upon or attributable to:
 - 1. exposure to or discharge, release, escape, seepage, migration, dispersal or disposal of mold, fungi, mildew, yeast, bacteria or spores; or
 - 2. any demand, request or order that any **Insured** test for, monitor, clean up, remove or contain, or in any way respond to, or assess the effects of mold, fungi, mildew, yeast, bacteria or spores;
- m) alleging, arising from, based upon or attributable to nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from a nuclear reactor or any facility where nuclear waste or material is processed, stored or disposed;
- n) alleging, arising from, based upon or attributable to, or in any way involving the Employee Retirement Income Security Act of 1974, amendments thereto and regulations promulgated or adopted thereunder, or similar provisions of federal, state, provincial, local laws or common law or any of their amendments; provided, however, this exclusion shall not apply to Insuring Agreements A., B. or E. for an actual or alleged **Security Failure or Privacy Incident**;
- o) alleging, arising from, based upon or attributable to any violation of the Securities Act of 1933 as amended, the Securities Exchange Act of 1934 as amended, or any state Blue Sky or securities law or

similar state or federal laws, including any regulation or order issued pursuant to any such law; provided however, this exclusion shall not apply to Insuring Agreements A., B. or E. for an actual or alleged **Security Failure** or **Privacy Incident**;

- p) alleging, arising from, based upon or attributable to any infringement of, misappropriation of, violation of or assertion of any rights to or interest in a patent or trade secret: (i) by, or on behalf of, the **Insured**; or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of an **Insured Person**;
- q) alleging, arising from, based upon or attributable to any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, consumer fraud, false, deceptive or unfair trade practices, false, deceptive or misleading advertising, violation of the Interstate Commerce Act of 1887, The Sherman Antitrust of 1890, The Clayton Act of 1914, The Robinson-Patman Act of 1938, The Cellar Kefauver Act of 1950, The Competition Act, or the Federal Trade Commission Act of 1914, amendments thereto, rules or regulations thereunder and amendments thereto, or similar provisions of any federal, state, local statutory or foreign law or common law; provided however, this exclusion shall not apply to Insuring Agreements A., B. or E. for actual or alleged violations of a **Security & Privacy Law**;
- r) alleging, arising from, based upon or attributable to, or in any way involving discrimination, harassment, termination of employment, or failure to hire or promote suffered by an Insured Person, regardless of whether related to employment; provided however, this exclusion shall not apply to Insuring Agreements A., B. or E. for an actual or alleged **Security Failure** or **Privacy Incident**;
- s) alleging, arising from, based upon or attributable to, or in any way involving the return or restitution of fees or other compensation charged by or paid to the **Insured** for goods, products or services;
- t) based upon or attributable to, or in any way involving the acts of or caused by an employee, other than a former employee, of any **Insured**; provided however that this exclusion shall not apply if an **Executive Officer** did not participate in, approve of, acquiesce to, have knowledge of, or have reason to know of such conduct;
- u) alleging, arising from, based upon or attributable to, or in any way involving electrical or mechanical failures and/or interruption of infrastructure, including, but not limited to, any electrical disturbance, surge, spike, brownout or blackout, and outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure; provided however, this exclusion shall not apply to Insuring Agreements A. and B. for any **Security Failure** or **Privacy Incident** related to infrastructure of the **Computer System** that is under the care, custody or control of the **Company**;
- v) alleging, arising from, based upon or attributable to, in any way involving or in consequence of war, invasion, military action (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or any action taken by governmental, public or local authority to confiscate, nationalize, seize, destroy or damage property;
- w) in the event that such coverage would not be in compliance with any United States of America economic or trade sanctions, laws or regulations, including but not limited to the U.S. Treasury Department's Office of Foreign Assets Control, or any similar foreign, federal, state or statutory law or common law;
- x) for taxes, fines and **Penalties**, except as provided with respect to Insuring Agreement E.;
- y) for future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
- z) for matters that may be deemed uninsurable under applicable law and punitive, exemplary and multiplied damages; provided, however, if such damages are otherwise insurable under applicable law and regulation, coverage will be provided for an award of the damages made against the **Insured**, in

excess of the **Retention**. The enforceability of the coverage provided by this provision shall be governed by such applicable law that most favors coverage for the insurability of such damages;

- aa) for discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
- bb) for liquidated damages to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
- cc) for the costs incurred:
 - 1. to update, replace, restore, upgrade, maintain, enhance or improve data, software or any part of the **Computer System** beyond the level at which it existed prior to the **Security Failure, Privacy Incident or Extortion Demand**; and
 - 2. to research and develop data or software, including intellectual property;
- dd) for the economic or market value of data or software, including intellectual property;
- ee) alleging, arising from, based upon or attributable to, or in any way involving an indirect or consequential loss of any nature; provided this exclusion shall not apply to Insuring Agreement C.;

Solely with respect to Insuring Agreements B. – D. and F., this policy shall not cover any **Loss** in connection with any, **Security Failure, Privacy Incident or Extortion Demand**:

- ff) alleging, arising from, based upon or attributable to, or in any way involving performance of any obligation assumed by, on behalf of, or with the consent of any **Insured**;
- gg) alleging, arising from, based upon or attributable to, or in any way involving any fees or expenses incurred or paid by any **Insured** in establishing the existence of or amount of **Loss**; however, this exclusion shall not apply to Insuring Agreement B.;
- hh) alleging, arising from, based upon or attributable to, or in any way involving any potential income, including but not limited to interest and dividends not realized by any **Insured** or any third party; provided that this exclusion shall not apply to **Business Loss** otherwise covered under Insuring C.

4. DEFENSE OF CLAIMS AND SETTLEMENTS

The **Insurer** has the right and duty to defend any **Claim** against an **Insured** covered under this policy, even if such **Claim** is false, fraudulent or groundless, or any **Claim** is in the form of a **Regulatory Proceeding**, provided such **Claim** is made and maintained within the United States of America, its territories or possessions; however, the **Insurer** shall not have the right or duty to defend any matters covered under Insuring Agreements B., C., D. or F. The **Insurer's** duty to defend any **Claim** shall cease upon the exhaustion of the applicable limit of liability under this policy by payment of **Loss**.

With regard to any **Claim** made or maintained outside the United States of America, its commonwealths, districts, territories or possessions, the **Insurer** shall not have any duty to assume charge of the investigation, defense or settlement of the **Claim**, but rather shall have the right and shall be given the opportunity to effectively associate with the **Insured** in the investigation and defense of any such **Claim**. In such cases, the **Insured** shall investigate and defend as is reasonable and necessary.

The **Insured (s)** shall not admit or assume any liability, incur any **Defense Costs** or other costs or expenses covered under the policy, enter into any settlement agreement or stipulate to any judgment without the prior written consent of the **Insurer**. Any **Loss** incurred by the **Insured(s)** and/or any settlements or judgments agreed to by the **Insured(s)** without such consent shall not be covered by this policy. However, the **Insurer's** consent is not required for the **Insured** to settle a **Claim** for a **Loss** amount within the applicable **Retention**.

Each and every **Insured** shall give the **Insurer** full cooperation and such information as it may reasonably require relating to the defense and settlement of any **Claim**, or verification of any **Security Failure, Privacy Incident** or **Extortion Demand** and the prosecution of any counter-claim, cross-claim or third-party **Claim**, including without limitation the assertion of an **Insured**'s indemnification or contribution rights.

The **Insurer** shall have the right to investigate and conduct negotiations and, with the **Insured's** consent, which shall not be unreasonably withheld, enter into the settlement of any **Claim** that the **Insurer** deems appropriate. In the event the **Insured** refuses to consent to a settlement acceptable to the claimant in accordance with the **Insurer's** recommendation, the **Insurer's** liability for **Loss** on account of such **Claim** shall not exceed: (1) the amount for which the **Insurer** could have settled the **Claim**; plus (2) fifty percent (50%) of any **Defense Costs** incurred after the date such settlement or compromise was recommended to the **Insured**; plus (3) fifty percent (50%) of covered **Loss**, other than **Defense Costs**, in excess of the amount for which the **Insurer** could have settled the **Claim**.

The remaining fifty percent (50%) of such **Defense Costs** or **Loss** must be borne by the **Insured** at their own risk and uninsured. In no event shall the **Insurer's** liability exceed the applicable **Aggregate Sub-Limit of Liability** as set forth in Item 4 of the Declarations.

The **Insurer** shall pay **Defense Costs** excess of the applicable **Retention**, subject to all other terms and conditions of this policy. In the event and to the extent that the **Insureds** shall not be entitled to payment of such **Loss** under the terms and conditions of this policy, such payments by the **Insurer** shall be repaid to the **Insurer** by the **Insureds**, severally according to their respective interests.

5. LIMITS OF LIABILITY

The aggregate Limit of Liability, as set forth in Item 3 of the Declarations, is the maximum limit of liability of the **Insurer** for all **Loss** on account of all **Claims, Security Failures, Privacy Incidents** or **Extortion Demands** covered under this policy.

Any sublimit(s) of Liability, whether set forth in Item 4 of the Declarations or as otherwise provided under the terms of this policy, shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations. Each sublimit of Liability is the aggregate sublimit of Liability payable under the respective Insuring Agreement.

If the aggregate Limit of Liability as set forth in Item 3 of the Declarations is exhausted by the payment of **Loss**, all obligations of the **Insurer** under this policy will be completely fulfilled and the **Insurer** will have no further obligations under this policy of any kind, and the premium as respects the policy will be fully earned.

Defense Costs are part of, and not in addition to, the aggregate Limit of Liability as set forth in Item 3 of the Declarations and payment by the **Insurer** of **Defense Costs** shall reduce and may exhaust such Aggregate Limit(s) of Liability, or any sublimits of liability thereunder.

If a Discovery Period is purchased by the **Insured** pursuant to Section 9 of this policy, the Limit of Liability for the Discovery Period shall be part of, and not in addition to, the applicable Limits of Liability as set forth in Item 3 of the Declarations.

6. RETENTION CLAUSE

Subject to all other terms and conditions of this policy, the **Insurer** shall only be liable for the amount of **Loss** arising from each **Claim** (in respect of Insuring Agreements A. and E.) **Security Failure or Privacy Incident** (in respect Insuring Agreements B., C. and D.) or **Extortion Demand** (in respect of Insuring Agreement F.), which is in excess of the applicable **Retention** amount as set forth in Item 4 of the Declarations for each Insuring Agreement. The **Retention** amount shall be borne by the **Insureds** and remain uninsured.

The application of a **Retention** to **Loss** under one Insuring Agreement shall reduce the **Retention** that applies to **Loss** under any other Insuring Agreement. If different **Retention** amounts apply to different parts of a single **Loss**, the **Retention** amount shall be the single largest applicable **Retention** amount.

With respect to Insuring Agreement C., **Business Interruption**, any **Business Loss** incurred during the **Waiting Period** shall not be covered **Business Loss** except to the extent such shall solely apply towards the **Insured** satisfying the applicable **Retention** amount.

7. REPORTING OF CLAIMS, SECURITY FAILURES, PRIVACY INCIDENTS, EXTORTION DEMANDS AND CIRCUMSTANCES

The **Named Insured(s)** shall, as a condition precedent to the obligations of the **Insurer** under this policy, give written notice as set forth below to the **Insurer** at the address set forth in Item 7.A. of the Declarations. If mailed, the date of mailing shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

a) With regards to all Insuring Agreements:

Such notice shall be given as soon as practicable after any **Executive Officer** becomes aware of a **Claim, Security Failure, Privacy Incident** or **Extortion Demand**, but in no event shall such notice to the **Insurer** be later than: (i) in respect of a **Claim**, sixty (60) after the end of the **Policy Period** (or Discovery Period, if applicable); or (ii) in respect of any **Security Failure, Privacy Incident** or **Extortion Demand** during the last thirty (30) days of the **Policy Period**, sixty (60) days after the end of the **Policy Period**. Furthermore, unless notice of such **Claim, Security Failure, Privacy Incident** or **Extortion Demand** is reported in accordance with this Clause, there shall be no coverage for **Incident Response Expenses** in connection with such incident.

b) With regards to all Insuring Agreements, if during the **Policy Period** an **Insured** becomes aware of any circumstances, which may reasonably be expected to give rise to a **Claim, Security Failure, Privacy Incident** or **Extortion Demand** (“**Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand**”), the **Insured** must:

1. Provide written notice to the **Insurer** as soon as practicable which shall include:
 - a) the specific details of such **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand**;
 - b) the injury or damage which may result or has resulted from the **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand**;
 - c) the facts by which the **Insured** first became aware of the **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand**; and
 - d) a description of the **Insured’s** data or software which was or may have been altered, damaged, deleted, or destroyed;
2. Take all reasonable steps to protect the **Computer System** from further loss or damage;
3. Retain and isolate all electronic records related to the **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand** including system logs, security logs and backup media;
4. Permit inspections of the **Computer System** and any records upon request by the **Insurer** or the **Insurer’s** representatives;
5. Provide all information and assistance reasonably requested by the **Insurer**, and cooperate with the **Insurer** and the **Insurer’s** representatives in the investigation of any **Potential Claim, Security Failure** or **Extortion Demand**, and/or settlement of any **Claim**.

Any **Claim** or **Security Failure, Privacy Incident** or **Extortion Demand** reported under the above which arises out of, is based upon or is attributable to a previously noticed **Claim** or **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand** shall be considered related to the previously noticed **Claim** or **Potential Claim, Security Failure, Privacy Incident** or **Extortion Demand** and shall be

deemed to: (i) in respect of a **Claim**, have been made at the time the previously noticed **Claim** was first made or a notice of circumstances regarding the related potential **Claim** was first provided to the **Insurer**; or (ii) in respect of a **Security Failure, Privacy Incident or Extortion Demand**, discovered or occurred, as applicable, at the time the related **Security Failure, Privacy Incident or Extortion Demand** was first discovered or occurred or a related notice of circumstances regarding such a potential **Security Failure, Privacy Incident or Extortion Demand** was first provided to the **Insurer**.

- c) With respect to Insuring Agreement C., **Business Interruption**, before coverage will apply for **Business Loss**, the **Insured** must also:
1. complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of a **Business Loss** which shall include:
 - a) a full description of such **Business Loss** and the circumstances surrounding such **Business Loss**, which shall include, among any other necessary information, the time, place and cause of the **Business Loss**;
 - b) a detailed calculation of any **Business Loss**; and
 - c) the underlying documents and materials that reasonably relate to or form a part of the basis of the claim for such **Business Loss**;
 2. submit to examination under oath at the **Insurer's** request and give the **Insurer** a signed statement of its answers;
 3. immediately record the specifics of any **Business Loss** or **Security Failure** and the date the **Insured** first became aware of such **Business Loss** or **Security Failure**;
 4. provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
 - a) any investigation of a **Security Failure**, loss or circumstance making settlements;
 - b) enforcing any legal rights, you or we may have against anyone who may be liable to you;
 - c) executing any documents that we deem are necessary to secure our rights under this policy; and
 - d) any inspection or survey conducted by the **Insurer** pursuant to Insuring Agreement C., **Business Interruption**.

All adjusted claims shall be due and payable thirty (30) days after the presentation and written acceptance by the **Insurer** of satisfactory proof of **Business Loss**. The costs and expenses of establishing or proving the **Insured's Business Loss** for this policy, including, without limitation, those connected with preparing a proof of loss, shall be the **Insured's** obligation, and are not covered under this policy.

In determining the amount of net profit (or loss) and charges and expenses covered hereunder for the purpose of ascertaining the amount of **Business Loss** (and otherwise), due consideration shall be given to the prior experience of an **Insured's** business before the beginning of the **Security Failure** and to the probable business the **Insured** could have performed had no **Security Failure** occurred. Provided, however, that such net profit (or loss) calculations shall not include, and this policy shall not cover, net income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of **Security Failures** on other businesses. All such net profit (or loss) and charges and expenses shall be calculated on an hourly basis and based on such the **Insured's** actual net profit (or loss) and charges and expenses.

If the **Insured** and the **Insurer** disagree on the amount of **Business Loss**, either may make a written demand for an appraisal of such **Business Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of **Business Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

8. ALLOCATION

In the event the **Insured (s)** incurs **Loss** that is both covered and not covered by this policy, either because the **Claim, Security Failure, Privacy Incident** or **Extortion Demand** includes both covered and uncovered matters or because the **Claim, Security Failure, Privacy Incident** or **Extortion Demand** includes both **Insured** and uninsured parties, all **Loss** incurred by the **Insured** from such **Claim, Security Failure, Privacy Incident** or **Extortion Demand** will be allocated by the **Insurer** between covered **Loss** and uncovered **Loss** based upon the relative legal and financial exposures of the parties to such matters. In the event of a settlement of a **Claim**, the allocation shall also be based upon the relative benefits to the **Insured s** from such a settlement.

If an allocation of **Loss** cannot be agreed to by the **Insurer** and the **Insured**: (1) the **Insurer** shall pay those amounts which it believes to be fair and equitable until an amount shall be agreed upon or determined pursuant to the provisions of this policy; and (2) there will be no presumption of allocation of **Loss** in any arbitration, suit or other proceeding.

9. DISCOVERY CLAUSE

Solely with respect to Insuring Agreements A. and E., if the **Company** or the **Insurer** refuses to renew this policy, or if this policy is terminated by the **Insurer** for any reason (except for non-payment of premium), or if an **Organizational Change** as described in Section 13, below, takes place, the **Insured (s)** shall have the right to purchase a Discovery Period of up to three years following the effective date of such non-renewal, termination or **Organizational Change**.

The **Insured's** right to purchase a Discovery Period shall lapse unless written notice of election to purchase such Discovery Period and the additional premium for such Discovery Period is received by the **Insurer** or its authorized agent within sixty days after such non-renewal, termination or **Organizational Change**. The additional premium for a Discovery Period of one year is set forth in Item 6 of the Declarations.

During such Discovery Period, the **Insured** may provide the **Insurer** with written notice, pursuant to Section 7 of this policy, of **Claims** made against an **Insured** solely arising from any actual or alleged acts, errors, omissions, circumstances or events occurring prior to the effective date of the non-renewal or termination of the policy or the effective date of the **Organizational Change** and otherwise covered by this policy.

The Limit of Liability for the Discovery Period shall be part of, and not in addition to, the applicable Limits of Liability set forth in Item 3 of the Declarations. The Discovery Period does not apply to Insuring Agreements B., C., D. and F.

The Discovery Period premium shall be fully earned at the inception of the Discovery Period. The Discovery Period is non-cancellable.

10. OTHER INSURANCE

The insurance provided by this policy shall apply only as excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess insurance over the applicable Limit of Liability provided by this policy. This policy shall specifically be excess of any other valid and collectible insurance pursuant to which any other **Insurer** has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**. This policy shall not be subject to the terms and conditions of any other insurance policy.

11. REPRESENTATIONS

It is agreed that the **Insurer** has relied upon the information and documents contained in and furnished with the **Application** in issuing this policy. If any of such information and documents, in whole or in part, are untruthful or inaccurate, then this Policy shall be deemed void as to any and all **Insureds** who knew as of the date of the **Application** such untruthful or inaccurate information and documents, regardless of whether it was known that they were being inaccurately or untruthfully disclosed with respect to the **Application**.

12. CANCELLATION AND NON RENEWAL CLAUSE

This policy may be cancelled by the **Named Insured** by sending written prior notice to the **Insurer** as set forth in Item 7.B. of the Declarations stating when thereafter the cancellation of the policy shall be effective. The policy terminates at the date and hour specified in such notice. This policy may also be cancelled by the **Named Insured** by surrender of this policy to the **Insurer** as set forth in Item 7.B. of the Declarations. The policy terminates as of the date and time of surrender. The **Insurer** shall retain the customary short rate proportion of the premium, unless stated otherwise herein.

This policy shall not be cancelled by or on behalf of the **Insurer** except by reason of non-payment of the premium set forth in Item 5 of the Declarations. The **Insurer** may cancel the policy by delivering to the **Named Insured** or by mailing to the **Named Insured**, by registered mail, or by courier at the **Named Insured's** address set forth in the Declarations, written notice stating when, not less than twenty (20) days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice. In the event of such cancellation, the policy will be deemed terminated as of the date indicated in the **Insurer's** written notice of cancellation to the **Named Insured**.

Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

The **Insurer** shall have no obligation to renew this policy. In the event the **Insurer** decides to non-renew this policy, it shall deliver or mail to the **Named Insured**, as identified in Item 1 of the Declarations, written notice of such decision at least sixty (60) days prior to the expiration of the **Policy Period**.

13. ORGANIZATIONAL CHANGES

If during the **Policy Period**:

1. the **Named Insured** shall consolidate with, merge into, or sell all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
2. any person or entity or group of persons or entities acting in concert shall acquire more than 50% of the **Named Insured**,

(any events described in (1) or (2) are referred to herein as an “**Organizational Change**”) then this policy shall continue in full force and effect, but only with respect a **Claim, Security Failure, Privacy Incident** or **Extortion Demand** occurring prior to the effective time of an **Organizational Change**. However, there shall be no coverage afforded by this policy for any **Claim, Security Failure, Privacy Incident** or **Extortion Demand** occurring after the effective time of the **Organizational Change**. This policy shall be non-cancellable and the entire premium shall be deemed fully earned upon the effective time of the **Organizational Change**.

Solely in respect of the coverage afforded under Insuring Agreements A. and E., the **Insured(s)** shall also have the right to purchase a Discovery Period described in Section 9, above, in the event of an **Organizational Change**.

The **Named Insured** shall give the **Insurer** written notice of the **Organizational Change** as soon as practicable, but no later than thirty days after the effective date of the **Organizational Change**.

14. AUTHORIZATION AND NOTICES

The **Named Insured** shall act on behalf of all **Insured s** with respect to all matters as respects this policy including: (1) giving of notice of **Claim, Security Failure or Extortion Demand**; (2) giving and receiving of all correspondence and information; (3) giving and receiving notice of cancellation; (4) payment of premiums; (5) receiving of any return premiums; (6) receiving and accepting of any endorsements issued to form a part of this policy; and (7) the exercising of any right to a Discovery Period.

15. VALUATION AND CURRENCY

All amounts stated in this policy are expressed in United States dollars and all amounts payable under this policy are payable in United States dollars. If a judgment rendered or settlement entered into under this policy are stated in a currency other than United States dollars, then payment under this policy shall be made in United States dollars at the rate of exchange published in the *Wall Street Journal* on the date the final judgment is rendered or the settlement payment is established.

16. WORLDWIDE TERRITORY

This policy applies to any **Claim** made, **Security Failure** or **Privacy Incident** occurring (or, in the case of Insuring Agreement B., actual or reasonably suspected **Security Failure** or **Privacy Incident**) or **Extortion Demand** made, anywhere in the world, to the extent coverage hereunder is not prohibited by applicable law.

17. ASSIGNMENT AND CHANGES TO THE POLICY

This policy and any and all rights hereunder are not assignable without the prior written consent of the **Insurer**.

Notice to any agent or knowledge possessed by any agent or person acting on behalf of the **Insurer**, other than the **Insurer** as identified in Item 7.B. of the Declarations, will not result in a waiver or change in any part of this policy or prevent the **Insurer** from asserting any right under the terms and conditions of this policy. The terms and conditions of this policy may only be waived or changed by written endorsement signed by the **Insurer** or its authorized agent.

18. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

19. SUBROGATION

In addition to any right of subrogation existing at law, in equity or otherwise, and in the event of any payment by the **Insurer** under this policy, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights of recovery. The **Insured** shall execute all papers required (including those documents necessary for the **Insurer** to bring suit or other form of proceeding in their name) and do everything that may be necessary to pursue and secure such rights.

20. ACTION AGAINST THE INSURER

No action may be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all material terms of this policy.

No person or entity shall have any right under this policy to join the **Insurer** as a party to any action against any **Insured** to determine such **Insured's** liability nor shall such **Insured** or legal representatives of such **Insured** implead the **Insurer**.

21. CONFORMITY TO APPLICABLE LAW AND REGULATION

Any terms of this policy, which are in conflict with the terms of any applicable laws construing this policy, including any endorsement to this policy, which is required by any state Department of Insurance, or equivalent authority ("State Amendatory Endorsement"), are hereby amended to conform to such laws. Nothing herein shall be construed to restrict the terms of any State Amendatory Endorsement.

In the event any portion of this policy shall be declared or deemed invalid or unenforceable under applicable law, such invalidity or unenforceability shall not affect the validity or enforceability of any other portion of this policy.

22. HEADINGS

The descriptions in the headings and any subheading of this policy (including any titles given to any endorsement attached hereto) are inserted solely for convenience and do not constitute any part of this policy's terms or conditions.

Endorsement No.: 01
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

MEDIA CONTENT LIABILITY ENDORSEMENT

It is hereby understood and agreed that:

- Section 4. INSURING AGREEMENT SUMMARY of the Declarations is hereby amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Retroactive Date	Pending & Prior Date
G. Media Content Liability	\$5,000,000	\$750,000	7/1/2017	7/1/2017

- Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

G. Media Content Liability

The **Insurer** shall pay on behalf of the **Insured** all **Loss**, in excess of the **Retention**, arising from a **Claim** first made during the **Policy Period** (or Discovery Period, if applicable) against such **Insured** alleging the **Insured’s Media Content Wrongful Acts**, which first occurs on or after the **Retroactive Date**, and duly reported to the **Insurer** in accordance with Section 7 of this policy.

- Solely for the purpose of the coverage provided under this endorsement, Section 2. DEFINITIONS, (c), (i) and (o) are deleted in their entirety and replaced by the following:

c) **“Claim”** means:

- a written demand for money, services, non-monetary relief (including retraction of **Material**) or injunctive relief;
- a **Suit**; or
- a subpoena seeking **Material** or the identity of an external source that supplies information or **Material** to the **Insured** in confidence.

- “Defense Costs”** means all reasonable and necessary fees charged by an attorney appointed pursuant to the terms of this policy in connection with any **Suit** brought against the **Insured** alleging a **Media Content Wrongful Act** or any demand for the retraction of **Material**, as well as all other reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond arising out of a covered judgment, but without any obligation to apply for or furnish any such bond) incurred in the defense or investigation of a **Claim** by the **Insurer** or by the **Insured** with the **Insurer’s** written consent.

“**Defense Costs**” shall not include: (i) compensation of any natural person **Insured**; or (ii) any fees, costs or expenses incurred prior to the time that a **Claim** is first made against an **Insured**.

o) “**Insured(s)**” means:

1. the **Company**;
2. any **Insured Person**, but only while acting within the scope of his or her duties in connection with the provision of **Material** for the **Company**;
3. any independent contractors, agents, third-party distributors, licensees and sub-licensees, but only:
4. with respect to **Material** that they provide to the **Company**; and
5. when the **Company** has, prior to the commission of a **Media Content Wrongful Act** expressly agreed in writing to indemnify and defend such party of and from liability arising out of **Media Content Wrongful Act**; and
6. any person or entity that the **Company** has expressly agreed in writing, prior to the commission of a **Media Content Wrongful Act**, to add as an **Insured** under this policy, but only for the **Media Content Wrongful Acts** of the **Company**.

4. Solely for the purpose of the coverage provided under this endorsement, Section 2. DEFINITIONS of the policy is hereby amended to include the following:

(MC-1) “**Bodily Injury**” means physical injury, sickness or disease, and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death and any time.

(MC-2) “**Material**” means media content in any form, including advertising and written, printed, video, electronic, digital or digitized content when authorized or controlled by the **Insured**.

(MC-3) “**Media Content Wrongful Act(s)**” means any act, error, omission, negligent supervision of an employee, misstatement or misleading statement by the **Insured** in connection with **Material** (including any of the foregoing conduct in the gathering, collection, broadcast, creation, distribution, exhibition, performance, preparation, printing, production, publication, release, display, research, or serialization of **Material** by the **Insured**) that results solely in:

- a. infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name, infringement of domain name, deep-linking or framing, including, without limitation, unfair competition in connection with such conduct;
- b. plagiarism, piracy or misappropriation or theft of ideas under implied contract or other misappropriation or theft of ideas or information; including, without limitation, unfair competition in connection with such conduct;
- c. invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; including, without limitation, emotional distress or mental anguish in connection with such conduct;
- d. defamation, libel, slander, product disparagement or trade libel or other tort related to disparagement or harm to character or reputation); including, without limitation, unfair competition, emotional distress or mental anguish in connection with such conduct;
- e. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy, or false arrest, detention or imprisonment or malicious prosecution; including, without limitation, any emotional distress or mental anguish in connection with such conduct;

- f. negligent or intentional infliction of emotional distress, outrage or *prima facie* tort in connection with **Material**;
- g. breach of agreement, implied or otherwise, arising from the failure to maintain the confidentiality of an external source that supplies information or **Material** to an **Insured** in confidence; or
- h. **Loss** because a third party, which has no ownership relationship with the **Insured**, acts upon or makes a decision or decisions based on the content of the **Material** disseminated by the **Insured** or with the **Insured's** permission.

(MC-4) “**Property Damage**” means damage to, loss of use of or destruction of any tangible property. For purposes of this definition, “tangible property” shall not include electronic data.

(MC-5) “**Suit**” means a civil proceeding for monetary, non-monetary or injunctive relief, which is commenced by service of a complaint or similar pleading. **Suit** includes a binding arbitration proceeding to which the **Insured** must submit or does submit with the **Insurer's** consent.

5. Solely for the purpose of the coverage provided under this endorsement, Section 3. EXCLUSIONS, is amended by deleting Exclusions a), b), c), i), p) and q) in their entirety and replacing them with the following:

- a) alleging, arising from, based upon or attributable to any deliberate criminal or deliberate fraudulent act, error or omission, or any intentional or knowing violation of the law by an **Insured** if a final non-appealable adjudication establishes that such criminal or fraudulent act occurred, at which time the **Insured** shall reimburse the **Insurer** for **Defense Costs**;

This exclusion shall not apply to **Claims**:

- 1. where prior to such conduct, the **Insured** had received written authorization from legal counsel based upon a reasonable and good faith conclusion that such conduct was protected by the First Amendment of the United States Constitution or any relevant provision of a State constitution protecting freedom of speech or freedom of the press; or
- 2. alleging the actual malice standard of the First Amendment, but only if such **Claim** arises out of the defamation, libel or slander of a public person.

- b) alleging, arising from, based upon or attributable to the gaining in fact of any personal profit or advantage to which the **Insured** is not legally entitled;

In determining the applicability of the exclusions set forth in Section 3 (a) and (b), above, the facts pertaining to, the knowledge possessed by any **Insured Person** shall not be imputed to any other **Insured Person**; however, the facts pertaining to, the knowledge possessed by any **Executive** shall be imputed to the **Company**;

- c) alleging, arising out of, based upon or attributable to any obligation that the **Insured** assumes under a contract other than:
 - 1. liability for failure to maintain the confidentiality of an external source that supplies information or **Material** to the **Insured** in confidence;
 - 2. misappropriation of ideas under implied contract; or
 - 3. liability that would have attached to the **Insured** even in the absence of such contract or agreement;

- i) alleging, arising out of, based upon or attributable to any **Bodily Injury or Property Damage**;
 - p) alleging, arising from, based upon or attributable to any:
 - 1. infringement of, violation of or assertion of any rights to or interest in a patent by any **Insured**;
 - 2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a **Security Failure** by a person other than the **Insured**, or any otherwise covered **Claim** alleging an infringement of copyright, trademark or servicemark with respect to **Material** generated or displayed in a publication or broadcast by the use of software; or
 - 3. use or misappropriation of any ideas, trade secrets or **Third Party Corporate Information** (i) by, or on behalf of, the **Insured**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of an **Insured Person**;
 - q) alleging, arising from, based upon or attributable to any actual or alleged:
 - 1. antitrust violations, restraint of trade, price fixing, monopolization, predatory pricing, price discrimination, unfair competition, or violations of The Sherman Antitrust of 1890, The Clayton Act of 1914, The Robinson-Patman Act of 1938, Interstate Commerce Act of 1887, The Cellar Kefauver Act of 1950, The Competition Act, or the Federal Trade Commission Act of 1914, as amended, or similar provisions of any federal, state, local statutory or foreign law or common law; provided, however, that this exclusion shall not apply to unfair competition as referenced in sub-paragraphs (a), (b) and (d) of the definition of **Media Content Wrongful Act**; or
 - 2. unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection laws; provided, however, this exclusion shall not apply to **Claims** in connection with the collection of **Material**;
6. Solely for the purpose of the coverage provided under this endorsement, Section 3. EXCLUSIONS of the policy is hereby amended to include the following:

This policy shall not cover **Loss** in connection with a **Claim**:

(MC-1) for any of the following:

- a. the **Insured's** expenses or charges, including overcharges or cost over-runs;
- b. production costs or the cost of recall, reproduction, reprinting, return or correction of **Material** by any person or entity;

(MC-2) alleging, arising out of, based upon or attributable to (1) false advertising or misrepresentation in advertising of the **Insured's** products or services, or (2) any failure of goods, products or services to conform with an advertised quality or performance;

(MC-3) brought by or on behalf of: (i) ASCAP, SESAC, BMI, RIAA or other music licensing organizations; (ii) the Federal Trade Commission; (iii) the Department of Health and Human Services or Office of Civil Rights; (iv) the Federal Communications Commission; or (v) any other federal, state, local or foreign government, agency or office;

(MC-4) brought by or on behalf of any independent contractor, third-party distributor, licensee, sublicensee, joint venturer, venture partner, any employee of the foregoing, or any employee or agent of an **Insured** alleging, arising out of or resulting, directly or indirectly, from disputes over the (i) ownership or exercise of rights in **Material**; or (ii) services supplied by such independent

contractor, third-party distributor, licensee, sub-licensee, joint venturer, venture partner or employee or agent;

(MC-5) alleging, arising out of, based upon or attributable to the failure to protect information used for authenticating or identifying the **Insured's** customers, vendors, suppliers, independent contractors in the normal course of the **Insured's** business;

(MC-6) alleging, arising from, based upon or attributable to any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations regarding or relating to consumer protection, unsolicited telemarketing, solicitations, emails, faxes, or any other communications of any type or nature, including but not limited to Telephone Consumer Protection Act (TCPA), any anti-spam and do-not-call statutes, ordinances, or regulations;

(MC-7) alleging, arising out of, based upon or attributable to any licensing fees or royalties ordered, directed or agreed to be paid by an **Insured** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, title, slogan, trademark, trade name, trade dress, service mark, service name, or other intellectual property right.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 02
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

PCI-DSS ASSESSMENT COVERAGE ENDORSEMENT

It is hereby understood and agreed that:

1. Section 2. DEFINITIONS, (p) “**Loss**” is hereby amended by adding the following:

“**Loss**” shall also mean amounts payable in connection with a **PCI-DSS Assessment**.

2. Section 2. DEFINITIONS, (t) “**Penalties**” is deleted in its entirety and replaced by the following:

t) “**Penalties**” means any

1. civil fine or money penalty payable to any federal, state, local or foreign governmental entity that was imposed in a **Regulatory Proceeding** by such governmental entity in its regulatory or official capacity; or
2. contractual fine or money penalty imposed in a **PCI-DSS Assessment**.

The insurability of **Penalties** shall be in accordance with such applicable law that most favors coverage for such **Penalties**.

3. It is further agreed that Section 2. DEFINITIONS is amended by adding the following:

PCI (a) “**PCI Data Security Standards**” means generally accepted and published Payment Card Industry standards for data security (commonly referred to as “**PCI-DSS**”).

PCI (b) “**PCI-DSS Assessment**” means any written demand received by an Insured from a Payment Card Association (e.g., MasterCard, Visa, American Express) or bank processing payment card transactions (i.e., an “**Acquiring Bank**”) for a monetary assessment (including a contractual fine or money penalty) in connection with an **Insured’s** non-compliance with **PCI Data Security Standards** which resulted in a **Security Failure** or **Privacy Incident**.

4. Section 3. EXCLUSIONS, (c) and (y) are deleted in its entirety and replaced by the following:

c) for any **Insured’s** actual or alleged liability under any contract or agreement, except to the extent such liability would have attached to the **Insured** even in the absence of such contract or agreement; provided however with respect to an actual or alleged **Security Failure** or **Privacy Incident**, this exclusion shall not apply to:

1. any liability or obligation under the confidentiality or nondisclosure provisions of any agreement; or
2. the obligation to comply with **PCI Data Security Standards**.



Starr Indemnity & Liability Company

- y) for taxes, fines and **Penalties**, except as provided with respect to Insuring Agreement E. or as provided with respect to a **PCI-DSS Assessment**;
- d) The coverage provided by this endorsement for a **PCI-DSS Assessment** will be subject to an aggregate sublimit of liability of **\$5,000,000**, which shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and in no way shall be constructed to increase the **Insurer's** Limit of Liability as stated therein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 03
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

REPUTATIONAL RISK RESPONSE COVERAGE ENDORSEMENT

It is understood and agreed that:

- Item 4. INSURING AGREEMENT SUMMARY of the DECLARATIONS is amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
Reputational Risk Response Coverage	\$ 50,000	\$0	7/1/2017

- Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

Reputational Risk Response Coverage

The **Insurer** shall reimburse the **Insured** for **Loss** solely with respect to a **Reputation Threat** or **Reputation Attack** first discovered during the **Policy Period** for which the **Insured** has first retained a **PR Firm** during the **Policy Period**. The **Insurer** shall reimburse: (i) the **Proactive Costs** in excess of the applicable Retention that an **Insured** incurs in seeking to avoid or minimize the potential impact of a specific **Reputation Threat**; (ii) the **Response Costs** in excess of the applicable **Retention** that an **Insured** incurs in seeking to minimize the potential impact of a specific **Reputation Attack**.

- Section 2. DEFINITIONS, (q) “**Loss**” is hereby amended by adding the following:

“**Loss**” shall also mean:

- Proactive Costs**; and
- Response Costs**

Loss, **Proactive Costs** and **Response Costs** shall not mean: (i) payments made, directly or indirectly, to any person or entity to avoid **Publication** of a **Reputation Threat** by such person or entity; (ii) attorney’s fees, accountant’s fees or expenses incurred by or in connection with the retention of any attorney or accountant; (iii) employee compensation, benefits or overhead; (iv) cost of any services provided by an **Insured** or any of its affiliates; (v) costs or expenses incurred to withdraw or recall any good, product or service from the marketplace other than **Consultation Costs** and **Targeted Communications Costs**; (vi) forensic investigation costs; (vii) amounts paid to third parties alleged to be harmed in connection with a **Reputation Threat** or **Reputation Attack**, including but not limited to amounts deposited in a consumer redress fund or similar accounts; (viii) cost of a **Crisis Preparedness Program**; (ix) amounts incurred in connection with seeking or opposing the consummation of any transaction that requires a security holder, debt holder or other stakeholder or management vote or approval; or (x) other

expenses or charges that an **Insured** had committed to prior to, or planned to incur in the absence of, a **Reputation Threat** or **Reputation Attack**.

4. Solely in connection with the coverage afforded under this endorsement, Section 2. DEFINITIONS is hereby amended by adding the following:

“**Consultation Costs**” mean the:

1. fees for crisis communications services provided by a **PR Firm** to an **Insured** to the extent that such services are provided specifically in response to a **Reputation Threat** or **Reputation Attack**; and
2. expenses of such **PR Firm** in rendering such crisis communications services.

“**Covered Brand**” means the brand of the **Insured** and any other brands owned exclusively by an **Insured**.

“**Crisis Preparedness Program**” means one or more crisis preparedness activities (including, but not limited to, a vulnerabilities assessment, development of a multi-scenario crisis communications plan or crisis response team infrastructure, internal roll-out and employee training on that plan, and simulation exercises) purchased by the **Insured** and performed by a **PR Firm** as part of the normal course of business management prior to the identification or occurrence of a covered **Reputation Threat** or a **Reputation Attack**.

“**PR Firm**” means any public relations, crisis management or brand management firm specifically retained by the **Insured** with the **Insurer’s** prior written consent in connection with a **Reputation Threat** or a **Reputation Attack**.

“**Proactive Costs**” means **Consultation Costs** incurred by an **Insured** in connection with a **Reputation Threat** prior to the earlier of: (i) a **Reputation Attack** that arises out of the subject of the **Reputation Threat**, or (ii) the ninetieth (90th) day after the date a **PR Firm** was first hired in response to the **Reputation Threat**.

“**Publication**” means the dissemination via any medium (including but not Limited to dissemination via print, video, audio, electronic, or digital or digitized form) of previously non-public information or opinion specifically concerning an **Insured** or a **Covered Brand**; provided, however, that “**Publication**” does not mean the reporting or disclosure of any financial information, financial projections or estimates, any communication seeking or opposing the consummation of any transaction that requires a security holder, debt holder or other stakeholder or management vote or approval, or any internal communication directed only to an **Insured’s** executives and/or employees.

“**Related Event**” means any **Reputation Threat** or **Reputation Attack** that: (i) is an extension, expansion or **Publication** of another **Reputation Threat** or **Reputation Attack**; or (ii) arises out of, is based upon or is attributable to the same or related facts that are or were the subject of another **Reputation Threat** or **Reputation Attack**.

“**Reputation Attack**” means any **Publication** by a **Third Party** that the **Named Insured** believes: (i) will be seen by any **Insured’s** stakeholders (including, but not Limited to, actual or potential customers, investors, creditors, vendors, employees, suppliers or regulators) as a material breach of trust, and (ii) is likely to have an adverse impact on the public perception of an **Insured** or a **Covered Brand**.

“**Reputation Threat**” means any act or event that the **Named Insured** believes would, if disclosed in a **Publication**: (i) be seen by any **Insured’s** stakeholders (including, but not Limited to, actual or potential customers, investors, creditors, vendors, employees, suppliers or regulators) as a material breach of trust, and (ii) have an adverse impact on the public perception of an **Insured** or a **Covered Brand**. A “**Reputation Threat**” ceases upon the earlier of any **Publication** or any **Reputation**

Threat becoming the subject of a **Reputation Attack**.

“**Response Costs**” means, to the extent incurred by an **Insured** specifically in response to a **Reputation Attack**:

1. **Consultation Costs**; and
2. **Targeted Communications Costs**;

provided, however, **Response Costs** shall not include the cost of providing any notice or making any disclosure required by Law or contract.

“**Targeted Communications Costs**” means any public relations, communications and marketing expenses (including, but not Limited to, the cost of crisis communications related advertising, printing, mailing, brand monitoring and the operation of a telephone or internet hotline or answer Line) incurred within the **Communication Cost Period** commencing at the time of the first **Publication** of a **Reputation Attack**, but only to the extent that such public relations, communications and marketing expenses are incurred at the recommendation of a **PR Firm** as a targeted response, specifically designed to address a **Reputation Attack**.

“**Third Party**” means any person or entity other than an **Insured**, the directors or officers of any **Insured**, or any of their respective affiliates, agents, successors or assigns.

5. Solely in connection with the coverage afforded under this endorsement, Section 3. Exclusions is hereby amended by adding the following:

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Reputation Attack** or **Reputation Threat** arising out of, based upon or attributable to any:

- a) change in population, economic conditions, customer tastes or competitive or business environment;
- b) bankruptcy or insolvency of any **Insured**; provided, however, the **Insurer** shall reimburse **Loss** in connection with a public announcement arising out of the actual or anticipated filing of a bankruptcy petition by or on behalf of an **Insured**, subject to a sublimit of \$50,000 for all such **Loss**; provided further that such amount is part of, and not in addition to, the **Limit of Liability** and the **Sublimit of Liability** applicable to this **Insuring Agreement**.
- c) criticism of an **Insured’s** financial performance, or any change in the financial rating of an **Insured** or of any security issued by an **Insured**;
- d) direct and foreseeable consequence of an **Insured’s** decision to change or discontinue the use of any business strategy, manufacturing process, vendor, supplier or distributor;
- e) acquisition or merger strategy, any actual or threatened acquisition of or by an **Insured**, or any merger of an **Insured** by or with any other entity; or
- f) strike or similar Labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, 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.

6. REPUTATION THREAT OR REPUTATION ATTACK TERMS AND CONDITIONS

Before coverage will apply for **Loss** under this **Reputation Risk Response Coverage Insuring Agreement**:

- a) The **Named Insured** shall provide written notice to the **Insurer** of a **Reputation Threat** or **Reputation Attack** as soon as practicable after the **Named Insured** first retains a **PR Firm** in connection with such **Reputation Threat** or **Reputation Attack**. Such notice must be provided

no later than fourteen (14) days after the **Named Insured's** retention of such **PR Firm**; provided, however, if the **Named Insured** has purchased a **Crisis Preparedness Program** from such **PR Firm**, notice may be given no Later than thirty (30) days after the **Named Insured's** retention of such **PR Firm**.

- b) If a **Reputation Threat** or **Reputation Attack** in response to which the **Named Insured** has first retained a **PR Firm** during the **Policy Period** is reported in accordance with paragraphs (a) of this Clause, then the **Named Insured** shall be deemed to have first retained a **PR Firm** during the **Policy Period** for any subsequent **Related Events**.
 - c) Each **Insured** shall give the **Insurer** full cooperation and such information as it may reasonably require.
 - d) Payment of covered **Loss** shall be made by the **Insurer** no Later than ninety (90) days after the presentation and written acceptance by the **Insurer** of satisfactory proof of **Loss**. The cost and expense of establishing or proving an **Insured's Loss** under this **Reputation Risk Response Coverage Insuring Agreement**, including but not limited to the cost and expense of preparing a proof of **Loss**, shall be such **Insured's** obligation, and are not covered under this policy.
7. **Right to Void Coverage:** The **Insurer** shall have the right to void coverage under this **Reputation Risk Response Coverage Insuring Agreement**, *ab initio*, whether by rescission or otherwise, in the event that:
- a) the application, statements, warranties or representations materially affected either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Insuring Agreement** and any **Executive Officer** knew that the application or such statements, warranties and representations were not accurate and complete; or
 - b) any **Executive Officer** had knowledge of any fact or information as of the **Pending & Prior Date** that would lead a reasonable person to believe that a **Reputation Threat** or **Reputation Attack** might occur during the **Policy Period**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 04
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

REPUTATIONAL LOSS COVERAGE ENDORSEMENT

It is understood and agreed that:

- Item 4. INSURING AGREEMENT SUMMARY of the DECLARATIONS is amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
L. Reputational Loss Coverage	\$5,000,000	\$750,000	7/1/2017

- Solely with respect to the coverage afforded under this endorsement, Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

REPUTATIONAL LOSS INSURING AGREEMENT

The **Insurer** shall pay for **Loss** in excess of the applicable **Retention** that a **Company** sustains after the **Waiting Period** solely as a result of **Negative Publicity** concerning an actual or alleged **Security Failure** or **Privacy Incident** first discovered during the **Policy Period**.

- Solely with respect to the coverage afforded under this endorsement, the following definitions are added to Clause 2. **DEFINITIONS**:

“**Negative Publicity**” means the dissemination via any medium (including but not limited to dissemination via print, video, audio, electronic, or digital or digitized form) of previously non-public information specifically concerning an actual or alleged **Security Failure** or **Privacy Incident** effecting a **Company’s** customers, clients or patients. In determining the applicable **Waiting Period** and **Period of Indemnity**, all **Negative Publicity** relating to the same **Security Failure** or **Privacy Incident** or any **Related Acts** thereto shall be deemed to occur at the time of the first such **Negative Publicity**.

“**Period of Indemnity**” means the six (6) month period of time beginning at the conclusion of the **Waiting Period**.

“**Waiting Period**” means the amount of time set forth in the ENDORSEMENT SCHEDULE that must elapse after the **Negative Publicity**.

- Solely for the purposes of this endorsement, Section 2. **DEFINITIONS**, (q) “**Loss**” is hereby amended by adding the following:

“**Loss**” shall also mean:

- the Net Income (Net Profit before income taxes) that would have been earned by the

Company during the Period of Indemnity but for the Negative Publicity.

5. Solely for the purposes of this endorsement Section 3. EXCLUSIONS, the following also apply to the coverage afforded by this endorsement:

The **Insurer** shall not be liable to make any payment for **Loss**:

- a) for the fees or expenses for the services of a public relations firm, crisis management firm or law firm to advise a **Company** on minimizing the harm to a **Company's** brand or reputation or restoring public confidence in a **Company**.
 - b) for public relations expenses, advertising expenses, or expenses to notify those persons or entities that may have been affected by the **Security Failure** or **Privacy Incident**.
 - c) arising out of, based upon or attributable to **Negative Publicity** that refers or relates to the security or privacy of other entities in the same or similar business or industry as an **Company**, including an **Company's** competitors, unless there are specific assertions as to a **Security Failure** or **Privacy Incident** affecting the **Company**.
 - d) for any liability to third parties regardless of reason, including, without limitation, any legal costs and expenses, liquidated damages, contractual penalties, civil or criminal fines or penalties, or consequential damages.
 - e) for any **Loss** resulting from an actual interruption or suspension of a **Company's** business directly
 - f) caused by a **Security Failure**.
6. Solely with respect to the coverage afforded under this endorsement, Clause 5. LIMITS OF LIABILITY is amended to add the following:

The maximum liability of the **Insurer** for all **Loss** for which coverage is provided by this endorsement shall be the **Reputational Loss Sublimit** set forth above. The **Reputational Loss Sublimit** is part of, and not in addition to, the Aggregate Limit of Liability and the Aggregate Sublimit of Liability.

7. Solely with respect to the coverage afforded under this endorsement, Clause 7. REPORTING OF CLAIMS, SECURITY FAILURES, PRIVACY INCIDENTS, EXTORTION DEMANDS AND CIRCUMSTANCES amended to add the following:
- a) complete and sign a written, detailed and affirmed proof of loss no earlier than ninety (90) days after, and no later than one hundred fifty (150) days after, the end of the **Period of Indemnity** (unless such requirement has been modified by the **Insurer** in writing) which shall include, along with any other pertinent information:
 - i. a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
 - ii. a detailed calculation of any **Loss**; and
 - iii. all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of such **Loss**.
 - b) immediately record the specifics of any **Loss**, **Security Failure**, **Privacy Incident** or **Negative Publicity** and the date such **Company** first became aware of such **Loss**, **Security Failure**, **Privacy Incident** or **Negative Publicity**.
 - c) Notwithstanding any other provision of this policy to the contrary, if the **Named Entity**

and the **Insurer** disagree on the amount of **Loss**, either may make a written demand for an appraisal of such **Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two of these three will be binding.

Such **Company** and the **Insurer** will:

- i. pay their respective chosen appraiser; and
- ii. bear the expenses of the umpire equally.

Any appraisal of **Loss** shall be calculated in accordance with all terms, conditions and exclusions of this policy.

If there is an appraisal, it is without prejudice to the **Insurer's** rights under the terms and conditions of this policy and the **Insurer's** right to deny the claim in whole or in part.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 05
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

E-DISCOVERY CONSULTANT SERVICES COVERAGE ENDORSEMENT

It is hereby understood and agreed that the **Company** may elect coverage for **E-Discovery Consultant Services**. To provide such coverage, this policy is amended as follows:

1. E-DISCOVERY CONSULTANT SERVICES COVERAGE

The **Insurer** shall pay on a **Company's** behalf, the **E-Discovery Loss** of such **Company** arising from a **Claim** made against any **Insured** for a covered liability, for which **E-Discovery** is required or becomes necessary.

A **Company** may select a pre-approved **E-Consultant Firm** to perform **E-Discovery Consultant Services**, without further approval by the **Insurer**, at such time that it becomes necessary for such **Company** (or a natural person **Insured** employed by or affiliated with such **Company**) to respond to a discovery request.

Coverage for **E-Discovery Loss**, up to the **E-Discovery Sublimit of Liability**, shall not be subject to any Retention amount, provided that payment of any **E-Discovery Loss** pursuant to this endorsement shall not waive any rights of the **Insurer** under this policy or at law.

2. Clause 4. **LIMIT OF LIABILITY** of the **General Terms and Conditions** is amended by adding the following paragraph to the end thereof:

The **Insurer's** maximum liability for all **E-Discovery Loss**, in the aggregate, arising from all **Suits** covered under this policy, shall be \$25,000 (the "**E-Discovery Sublimit of Liability**"). This **E-Discovery Sublimit of Liability** shall be part of and not in addition to the **Limit of Liability** and will in no way serve to increase the **Limit of Liability**.

E-Discovery Consultant Services shall conclude once such services are no longer required or necessary or when the E-Discovery Sublimit of Liability has been exhausted, whichever comes first.

It is further understood and agreed that the coverage provided under this endorsement shall not waive the Insurer's obligation to pay Defense Costs (inclusive but not limited to Defense Costs for E-Discovery Consultant Services) subject to all other terms, conditions and exclusions of this policy, including any purchased Coverage Sections.

3. Solely with respect to the coverage afforded by this endorsement, the following definitions shall apply:

(a) "**E-Consultant Firm**" means D4 Discovery LLC or any other provider pre-approved by the **Insurer**.

(b) "**E-Discovery**" means the development, collection, storage, organization, cataloging, preservation and/or production of electronically stored information.

(c) "**E-Discovery Loss**" means the reasonable and necessary consulting fees for the **E-Discovery Consultant Services** provided solely to a **Company** by an **E-Consultant Firm**. Provided,

however, **E-Discovery Loss** shall not include any costs of discovery other than **E-Discovery Loss**.

(d) “**E-Discovery Consultant Services**” means solely the following services performed by an **E-Consultant Firm**:

1. assisting the **Insured** with managing and minimizing the internal and external costs associated with **E-Discovery**;
2. assisting the **Insured** in developing an **E-Discovery** strategy which may include interviewing qualified and cost effective **E-Discovery** vendors; and
3. serving as project manager, advisor and/or consultant to the **Insured**, defense counsel and the **Insurer** in executing and monitoring the **E-Discovery** strategy.

E-Discovery Consultant Services also includes any other services provided by the **E-Consultant Firm** that the **Insured**, **Insurer** and **E-Consultant Firm** agree are reasonable and necessary given the circumstances of a **Suit**.

4. Clause 6. RETENTION of the policy is amended to include the following provision at the end thereof:

No Retention shall apply to **E-Discovery Loss** covered under this endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 06
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

**PRIVACY INCIDENT AMENDATORY ENDORSEMENT
(SECURITY & PRIVACY LAW)**

It is hereby understood and agreed that:

1. Section 2. DEFINITIONS, (v) "**Personally Identifiable Information**" is amended by adding the following:

5. information concerning an individual that would be considered "sensitive data" or "sensitive personal data" as defined by the General Data Protection Regulation (GDPR EU 2016/679)

2. Section 2. DEFINITIONS, (aa) "**Privacy Incident**", sub-clause (2) is deleted in its entirety and replaced by the following:

aa) "**Privacy Incident**" – means the following:

2. any failure or violation of a **Security & Privacy Law**;

3. Section 2. DEFINITIONS, (gg) "**Security & Privacy Law**" is deleted in its entirety and replaced by the following:

gg) "**Security & Privacy Law**" means any federal, state, local or foreign statute or regulation that requires the **Insured**:

1. to have protocols in place to protect the **Computer System**; or
2. to protect **Private Information** collected or stored by the **Insured**; or
3. to provide individuals or entities the right to know where **Private Information** is collected from and to whom it is sold to, including to provide individuals or entities the right to opt out of any sale of the **Private Information**; or
4. to provide individuals or entities the right to request that an **Insured** delete any **Private Information** about the individuals or entities that the **Insured** collected; or
5. to provide notice of any actual or reasonably suspected violation of a statute or regulation, **Security Failure** or **Private Incident**; or
6. to have a privacy policy in place to provide individuals or entities notice of their consumer rights and how to respond to those consumer rights requests.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 07
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

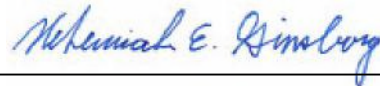
WAR EXCLUSION AMENDATORY ENDORSEMENT

It is hereby understood and agreed that:

1. Section 2. DEFINITIONS, sub-clause (g) is deleted in its entirety and replaced by the following:
 - g) **“Cyberterrorism”** means the premeditated use of disruptive activities against the **Computer System** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

2. Section 3. EXCLUSIONS, sub-clause (v) is deleted in its entirety and replaced by the following:
 - v) alleging, arising from, based upon or attributable to, in any way involving or in consequence of kinetic war, invasion, military engagement (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or any action taken by governmental, public or local authority to confiscate, nationalize, seize, destroy or damage property; provided however, this will not apply to a **Security Failure, Privacy Incident or Extortion Demand** resulting from **Cyberterrorism**.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED



Nehemiah E. Ginsburg, General Counsel

Endorsement No.: 08
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

**RELIANCE ENDORSEMENT
(Other Applications)**

In granting coverage under this policy, it is understood and agreed that the **Insurer** has relied upon the statements, representations and warranties contained in all applications, warranty statements, together with attachments and any other materials submitted for this policy (including all such previous policy applications, and their attachments and materials, for which this policy is a renewal or succeeds in time), as being accurate and complete. It is further understood and agreed that the **Insureds** warrant and represent to the **Insurer** that the statements, representations and warranties made in such application(s) were accurate on the date such statements and representations were so given. All such statements and representations in such application(s) are the basis of this policy and are to be considered as incorporated into this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 09
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

**SYSTEM FAILURE COVERAGE ENDORSEMENT
 CONTINGENT BUSINESS PARTNER
 WITH VOLUNTARY SHUTDOWN**

In consideration of the premium charged, it is hereby understood and agreed that Insuring Agreement C. Business Interruption of the policy is amended as follows:

System Failure Sublimit	\$5,000,000
System Failure Waiting Period	12 HOURS
Third Party Computer System Service Provider System Failure Sublimit	\$5,000,000
Third Party Computer System Service Provider System Failure Waiting Period	12 HOURS
Contingent Business Partner Security Failure Sublimit	\$5,000,000
Contingent Business Partner Security Failure Waiting Period	12 HOURS
Contingent Business Partner System Failure Sublimit	\$5,000,000
Contingent Business Partner System Failure Waiting Period	12 HOURS
Extended Period of Restoration	180 DAYS

1. Section 1. Insuring Agreements C. is deleted in its entirety and replaced by the following:
 The **Insurer** shall reimburse the **Insured** any **Business Loss**, in excess of the **Retention**, resulting from a **Material Interruption** incurred by the **Insured** directly as a result of a **Security Failure** or **System Failure**, which occurs during the **Policy Period**, only after the specified **Waiting Period** has expired, and duly reported to the **Insurer** in accordance with Section 7 of this policy.

2. Section 2. DEFINITIONS, paragraph (r), the definition of “**Material Interruption**,” is deleted in its entirety and replaced with the following:
 - r) “**Material Interruption**” means the actual and measurable interruption or suspension of an **Insured’s** business directly caused by a **Security Failure** or a **System Failure** of the:
 1. **Company**; or
 2. **Third Party Computer System Service Provider**; or
 3. **Contingent Business Partner**

“**Material Interruption**” also means the voluntary and intentional shutdown of the **Computer System** by the **Insured**, with the **Insurer’s** consent, such consent not be unreasonably withheld, to limit the **Loss** that would otherwise be incurred as a result of a **Security Failure** or **System Failure**.

3. Section 2. DEFINITIONS, paragraph (f), the definition of “**Computer System**,” is deleted in its entirety and replaced with the following:
 - f) “**Computer System**” means hardware, software, industrial control systems, supervisory control and data acquisition (SCADA), portable devices, peripheral devices, wireless and mobile devices,

data storage, network equipment or electronic backup connected together through a network and under the care, custody or control of the **Company, Third Party Computer Service Provider or Contingent Business Partner.**

4. Section 2. DEFINITIONS, paragraph (b), the definition of “**Business Loss**” is deleted in its entirety and replaced with the following:

b) “**Business Loss**” means the below costs sustained by the **Insured** during the **Period of Restoration**, but only after the **Waiting Period** has expired:

1. costs that would not have been incurred but for a **Material Interruption**; and
2. the sum of all of following, which shall be calculated on an hourly basis:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned; and
 - b. Continuing normal operating expenses incurred, including payroll.

With respect to subparagraphs (1) and (2) above, **Loss** shall be reduced by any amounts recovered by an **Insured** (including, without limitation, the value of any service credits provided to an **Insured**) from any third party (including, without limitation, any **Third Party Computer System Service Provider or Contingent Business Partner**) in connection with or as a result of a **Security Failure or System Failure.**

5. Section 2. DEFINITIONS, paragraph (u), the definition of “**Period of Restoration**” is deleted in its entirety and replaced with the following:

g) “**Period of Restoration**” means the period of time beginning immediately after the **Material Interruption** occurs, and continues until the **Computer System** is or could have been repaired or restored, with due diligence and promptness, to the same functionality and level of service that existed prior to the **Material Interruption** and in no event exceeding three hundred and sixty five (365) days.

The **Period of Restoration** shall not be cut short by the end of the **Policy Period.**

6. Clause 2. DEFINITIONS is amended to include the following paragraphs at the end thereof:

SF(a) “**System Failure**” means any unintentional or unplanned interruption or suspension of the **Computer System.**

SF(b) “**System Failure Sublimit**” means the amount stated in the Endorsement Schedule above.

SF(c) “**Third Party Computer System Service Provider System Failure Sublimit**” means the amount stated in the Endorsement Schedule above.

SF(d) “**Contingent Business Partner**” means any entity that is not an **Insured** and that an **Insured** depends on to conduct its business other than a **Third Party Computer System Service Provider.**

SF(e) “**Contingent Business Partner Security Failure Sublimit**” means the amount stated in the Endorsement Schedule above.

SF(f) “**Contingent Business Partner System Failure Sublimit**” means the amount stated in the Endorsement Schedule above.

SF(g) **Extended Period of Restoration** means the additional length of time to restore the **Insured's** business to the condition that would have existed had no **Material Interruption** occurred, commencing the date on which repair, replacement, or rebuilding of the **Computer System** that has been affected is actually completed.

Business Loss shall not exceed the limit applicable to each such extension nor shall the **Period of Restoration** including this **Extended Period of Restoration** exceed the time period limitations scheduled above.

7. Clause 2. DEFINITIONS, (kk) the definition of “**Waiting Hours Period**,” is amended to include the following:
 - kk) With respect to the coverage afforded by this System Failure Coverage Endorsement for any **Material Interruption** resulting from a **System Failure**, the **Waiting Hours Period** shall be the number of hours outlined in this endorsement and not the number of hours set forth in Item 6 of the Declarations.
8. Clause 3. EXCLUSIONS, (g) is deleted in its entirety and replaced with the following:
 - g) alleging, arising from, based upon or attributable to the same facts, circumstance, situation, transaction, event, act or omission alleged or contained in any **Claim, Security Failure, Privacy Incident, Extortion Demand** or **System Failure** which has been reported, or in which notice has been given, before the inception date of this policy as set forth in Item 2 of the Declarations, under any policy, whether excess or underlying, of which this policy is a renewal or replacement or which it may succeed in time;
9. Clause 3. EXCLUSIONS, (u) is deleted in its entirety and replaced with the following:
 - u) alleging, arising from, based upon or attributable to, or in any way involving a **System Failure** caused by or resulting from an electrical or mechanical failure of infrastructure, other than the **Computer System**, including but not limited to any electrical disturbance, surge, spike, brownout or blackout; or outages to gas, water, telephone, cable, satellite, telecommunications or other infrastructure;
10. Clause 3. EXCLUSIONS, (cc) is deleted in its entirety and replaced with the following:
 - cc) for the costs incurred:
 1. to update, replace, restore, upgrade, maintain, enhance or improve data, software or any part of the **Computer System** beyond the level at which it existed prior to the **Security Failure, System Failure** or **Privacy Incident**, provided however this exclusion shall not apply to costs associated to make reasonable upgrades, enhancements or improvements to the **Computer System** if: (i) upgrades, enhancements or improvements limit the **Loss** that would otherwise be incurred as a result of a **Security Failure, System Failure** or **Privacy Incident**; or (ii) the data, software or any other parts of the **Computer System** that need to be replaced or restored are discontinued, out dated or not available anymore. The reimbursement of these costs shall require the **Insurer's** consent, such consent shall not be unreasonably withheld; or
 2. to research and develop data or software, including intellectual property;

11. Clause 3. EXCLUSIONS, (ee) is deleted in its entirety and replaced with the following:

ee) alleging, arising from, based upon or attributable to, or in any way involving contractual penalties, or an indirect or consequential loss of any nature;

12. Clause 3. EXCLUSIONS, is amended to include the following:

alleging, arising from, based upon or attributable to, or in any way involving fire, smoke, explosion, lighting, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.

13. Clause 5. LIMIT OF LIABILITY is amended to include the following paragraphs at the end thereof:

Notwithstanding anything in the policy to the contrary:

- a. the maximum liability of the **Insurer** for all **Loss** arising from all **System Failures** is the **System Failure Sublimit** set forth in the Endorsement Schedule above. The **System Failure Sublimit** is part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and the Sub-limit of Liability set forth in Item 4 of the Declarations for Insuring Agreement C. Business Interruption; and
- b. the maximum liability of the **Insurer** for all **Loss** arising from a **Third Party Computer System Service Provider System Failure** shall be as set forth in the Endorsement Schedule above. This amount shall be part of and not in addition to the aggregate Limit of Liability and any applicable Sub-limit of Liability.
- c. the maximum liability of the **Insurer** for all **Loss** arising from a **Contingent Business Partner System Failure Sublimit** shall be as set forth in the Endorsement Schedule above. This amount shall be part of and not in addition to the aggregate Limit of Liability and any applicable Sub-limit of Liability.
- d. the maximum liability of the **Insurer** for all **Loss** arising from a **Contingent Business Partner Security Failure Sublimit** shall be as set forth in the Endorsement Schedule above. This amount shall be part of and not in addition to the aggregate Limit of Liability and any applicable Sub-limit of Liability.

14. Clause 7. REPORTING OF CLAIMS, SECURITY FAILURES, PRIVACY INCIDENTS, EXTORTION DEMANDS AND CIRCUMSTANCES, (c) is deleted in its entirety and replaced with the following:

c) With respect to Insuring Agreement C., **Business Interruption**, before coverage will apply for **Business Loss**, the **Insured** must also:

1. complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of a **Business Loss** which shall include:
 - a) a full description of such **Business Loss** and the circumstances surrounding such **Business Loss**, which shall include, among any other necessary information, the time, place and cause of the **Business Loss**;
 - b) a detailed calculation of any **Business Loss**; and
 - c) the underlying documents and materials that reasonably relate to or form a part of the basis of the claim for such **Business Loss**;

2. submit to examination under oath at the **Insurer's** request and give the **Insurer** a signed statement of its answers;
3. immediately record the specifics of any **Business Loss, Security Failure** or **System Failure** and the date the **Insured** first became aware of such **Business Loss, Security Failure** or **System Failure**;
4. provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
 - a) any investigation of a **Security Failure** or **System Failure**, loss or circumstance making settlements;
 - b) enforcing any legal rights, you or we may have against anyone who may be liable to you;
 - c) executing any documents that we deem are necessary to secure our rights under this policy; and
 - d) any inspection or survey conducted by the **Insurer** pursuant to Insuring Agreement C., **Business Interruption**.

All adjusted claims shall be due and payable thirty (30) days after the presentation and written acceptance by the **Insurer** of satisfactory proof of **Business Loss**. The costs and expenses of establishing or proving the **Insured's Business Loss** for this policy, including, without limitation, those connected with preparing a proof of loss, shall be the **Insured's** obligation, and are not covered under this policy.

In determining the amount of net profit (or net loss) and charges and expenses covered hereunder for the purpose of ascertaining the amount of **Loss** (and otherwise) under Insuring Agreement C. **Business Interruption**, due consideration shall be given to the prior experience of an **Insured's** business before the beginning of the **Security Failure** or **System Failure** and to the probable business an **Insured** could have performed had no **Security Failure** or **System Failure** occurred. Provided, however, that such net profit (or net loss) calculations shall not include, and this policy shall not cover, net income that would likely have been earned as a result of an increase in volume of business due to favorable business conditions caused by the impact of **Security Failures** or **System Failures** on other businesses. All such net profit (or net loss) and charges and expenses shall be calculated on an hourly basis and based on such an **Insured's** actual net profit (or net loss) and charges and expenses.

If the **Insured** and the **Insurer** disagree on the amount of **Business Loss**, either may make a written demand for an appraisal of such **Business Loss**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of **Business Loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Endorsement No.: 10
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

LAW ENFORCEMENT COOPERATION ENDORSEMENT

It is hereby understood and agreed that:

The **Company** may receive a request from a law enforcement authority to keep confidential certain information about an actual or reasonably suspected **Security Failure** or **Privacy Incident**. In such circumstances, a notice of such **Security Failure**, **Privacy Incident**, or of a **Claim** relating to or arising out of such **Security Failure** or **Privacy Incident**, shall be considered timely under the policy if:

1. As soon as practicable after receipt such request, an **Executive Officer** of the **Company** requests permission to share such information with the **Insurer**;
2. The **Company** only withholds from the **Insurer** that portion of the information that it has been instructed not to share with the **Insurer**; and
3. The **Company** provides full notice of such **Security Failure**, **Privacy Incident**, or of a **Claim** to the **Insurer** as soon as legally permitted.

In addition, to the extent the procedure set forth above is followed in connection with an authorized law enforcement request, any failure or delay in providing information to the **Insurer** shall not be the basis for denial of coverage for a **Security Failure**, **Privacy Incident**, or of a **Claim** under the policy on the basis of an **Insured's** failure to provide documentation and otherwise cooperate, in accordance with Section 7 of this policy.

Notwithstanding the above, no coverage shall be afforded for any **Security Failure**, **Privacy Incident**, or of a **Claim** if the information withheld relating to such **Security Failure**, **Privacy Incident**, or of a **Claim** was: (i) known to the **Company** prior to the Pending or Prior Date, or if no Pending or Prior Date is specified, prior to the inception date of this policy (or other policy providing substantively identical coverage) issued by the **Insurer** (or an insurance company affiliate of the **Insurer**) to the **Named Insured** and continually renewed by the **Insurer** (or an affiliate) until the inception date of this policy, and (ii) not disclosed in the **Application**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 11
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

**FRAUDULENT IMPERSONATION – INVOICE MANIPULATION COVERAGE
 ENDORSEMENT**

It is understood and agreed that:

1. Section 4. INSURING AGREEMENT SUMMARY of the declarations page is hereby amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
Fraudulent Impersonation - Invoice Manipulation Insuring Agreement	\$250,000	\$250,000	7/1/2017

2. Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

Fraudulent Impersonation - Invoice Manipulation Insuring Agreement

The **Insurer** shall pay the **Company** for **Direct Net Loss of Funds** sustained by the **Company** resulting from the **Company’s** inability to collect **Funds** from a **Client** or **Vendor** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Fraudulent Impersonation - Invoice Manipulation** that the **Company** first discovers during the **Policy Period**.

3. Section 2. DEFINITIONS, (p) “**Loss**” is hereby amended by adding the following:

“**Loss**” shall also mean the **Direct Net Loss of Funds** payable in connection with a **Fraudulent Impersonation – Invoice Manipulation**.

4. Solely in connection with the coverage afforded under this endorsement, Section 2. DEFINITIONS is hereby amended by adding the following:

FI - (a) “**Client**” means a customer of the **Company** to whom the **Company** provides goods or services for a fee under written contract.

FI - (b) **Direct Net Loss** means the direct net cost to the **Company** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured** as a result of providing such goods, products or services.

FI - (c) “**Employee**” means:

1. any natural person:

- a. while in the regular service of the **Company** and for the first forty-five (45) days immediately after termination of service, unless such termination is due dishonest act committed by the **Employee**;
 - b. who is compensated directly by the **Company** by salary, wages or commissions; and
 - c. who the **Company** has the right to direct and control while performing services for the **Company**;
2. any natural person who is furnished temporarily to the **Company**:
 - a. to substitute for a permanent **Employee** as defined in 2. (g)(1) above who is on leave; or
 - b. to meet seasonal or short-term workload conditions:
 - i. while that person is subject to the **Company's** direction and control, and
 - ii. performing services for the **Company**, excluding, however, any such person while having care and custody of property outside the **Premises**;
 3. any natural person who is leased to the **Company** under a written agreement between the **Company** and a labor leasing firm to perform duties related to the conduct of the **Company's** business, but does not mean a temporary employee as defined in 2. (g)(2) above
 4. any natural person who is:
 - a. a trustee, officer, **Employee**, administrator or manager of any Employee Benefit Plan, except an administrator or manager who is an independent contractor; and
 - b. a director or trustee of the **Company** while that person is engaged in handling **Funds** or other property of any Employee Benefit Plan;
 5. Any natural person fiduciary, trustee, administrator or other plan official, while in the regular service of an Employee Benefit Plan, who is required to be bonded by the **Company** in connection with such Employee Benefit Plan as required by Title 1 of the *Employee Retirement Income Security Act of 1974*, as amended, but does not mean a natural person as defined in 2. (g)(4) above;
 6. any natural person who is a former **Employee**, member, manager, director or trustee retained as a consultant while performing services for the **Company**;
 7. any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **Premises**;
 8. any **Employee** of an entity merged or consolidated with the **Company** prior to the effective date of this endorsement; or
 9. any **Executive Officers**, managers, directors or trustees of the **Company** while:
 - a. performing acts within the scope of the usual duties of an **Employee**; or
 - b. acting as a member of any committee duly elected or appointed by resolution of the **Company's** board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on behalf of the **Company**.

“**Employee**” does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in 2. (g)(1) through 2. (g)(9) above.

FI - (d) “**Fraudulent Impersonation - Invoice Manipulation**” means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Failure, Privacy Incident or Extortion Demand**.

FI - (e) “**Funds**” means **Money** and **Securities**.

FI - (f) “**Money**” means

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

FI - (g) “**Premises**” means the interior of that portion of any building occupied by the **Company** in conducting its business.

FI - (h) “**Securities**” means negotiable and non-negotiable instruments or contracts representing either **Money** or property and includes

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Company**; but does not include **Money**.

FI - (i) “**Vendor**” means any entity or natural person that has provided goods or services to the **Company** pursuant to a legal written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company or any similar entity.

5. Solely in respect of the coverage afforded under this endorsement, Clause 3. EXCLUSIONS is amended by adding the following:

The insurance under this Coverage Section shall not apply to:

- a. **Loss** or damage due to (i) theft by an **Employee**; (ii) forgery; (iii) fraudulent instruction; (iv) money orders, (v) counterfeit money; or credit card forgery;
- b. **Loss** of or damage to **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
- c. **Loss** due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- d. **Loss** due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
- e. **Loss** due to the failure of any party to perform, in whole or in part, under any contract;
- f. **Loss** due to the extension of any loan, credit or similar promise to pay;
- g. **Loss** due to any gambling, game of chance, lottery or similar game;
- h. **Loss** of or damage to any property;
- i. **Loss** due to any party’s use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine;
- j. **Loss** due to any **Funds** transferred, paid or delivered by the **Company** on behalf of a **Client** as the direct result of **Fraudulent Impersonation - Invoice Manipulation**.
- k. arising out of, based upon or attributable to the processing or failure to process credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
- l. arising out of, based upon or attributable: (i) any damages of any type for which the Insured is legally liable; or (ii) legal costs or legal expenses of any type;
- m. arising out of, based upon or attributable to any fraudulent, dishonest or criminal or malicious acts of any person or entity who had authorized access to the authentication information of a **Client** or **Vendor**;
- n. resulting from any **Fraudulent Impersonation - Invoice Manipulation** caused by a financial institution, or any electronic funds transfer system, or electronic data processor, except to the extent that it is excess of any indemnity or other insurance provided for the benefit of customers of any of the aforesaid;

6. Solely in respect of the coverage afforded under this endorsement, Clause 7. REPORTING OF CLAIMS, SECURITY FAILURES, PRIVACY INCIDENTS, EXTORTION DEMANDS AND CIRCUMSTANCES is amended by adding the following:

- d) With respect to this **Fraudulent Impersonation - Invoice Manipulation Coverage Endorsement**, discovery of **Loss** by the **Insured** occurs when any personnel in the office of any member of the **Executive Officer** (or Internal Audit Department or Human Resources/Personnel Department (or functional equivalent) of the **Insured**) or any partner or owner of the **Insured** first becomes aware of facts which would cause a reasonable person to believe that a **Loss** covered by this insurance has been or will be incurred, even though the exact amount or details may not then be known. Before coverage will apply for **Loss** under this **Fraudulent Impersonation Coverage Endorsement**, each **Insured** must also:
1. complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of any **Loss** (unless such period has been extended by the **Insurer** in writing) which shall include, among any other pertinent information:
 - a) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
 - b) a detailed calculation of any **Loss**; and
 - c) all underlying documents and materials that reasonably relate to or form any part of the proof of such **Loss**;
 2. upon the **Insurer's** request, submit to an examination under oath;
 3. immediately record the specifics of any **Loss** and the date such **Insured** first became aware of such **Loss**;
 4. give notice to law enforcement authorities; and
 5. provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
 - a) any investigation of a **Loss** or circumstance;
 - b) enforcing any legal rights an **Insured** or the **Insurer** may have against anyone who may be liable to an **Insured**; and
 - c) executing any documents that the **Insurer** deems necessary to secure its rights under this policy.

The costs and expenses of establishing or proving an **Insured's Loss** under this **Fraudulent Impersonation - Invoice Manipulation Coverage Endorsement**, including, without limitation, those connected with preparing a proof of loss, shall be such **Insured's** obligation, and are not covered under this policy.

7. Solely in respect of the coverage afforded under this endorsement, Clause 5. LIMIT OF LIABILITY is amended by adding the following:

It is understood and agreed that:

- a) With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by the **Insurer** or any affiliate thereof, including any renewal or replacement thereof (the "**Other Policy**"), the most the **Insurer** or such affiliate shall pay under both policies combined shall not be greater than this policy's Limit of Liability or the **Other Policy's** aggregate limit of liability, whichever is higher.
- b) Subject to paragraph (1) above, if coverage for a **Loss** is sought by the **Named Insured** under both this policy and the **Other Policy**, the **Insurer** will only be liable under this policy for the **Insurer's** pro-rata portion of the **Loss**. The **Insurer's** pro-rata portion of the **Loss** shall not be greater than the proportion of

the **Loss** that this policy's applicable limit(s) of coverage bears to the total of the applicable limits of liability of both policies.

Nothing in this foregoing shall be construed to increase either the **Fraudulent Impersonation - Invoice Manipulation Coverage Endorsement** sublimit of Liability or the Limit of Liability.

8. Solely in respect of the coverage afforded under this endorsement, Clause 19. SUBROGATION is amended by adding the following

Recoveries (except from sureties, insurance, reinsurance or indemnity), less the actual cost of recovery, made after a covered **Loss** will be distributed as follows:

- a) First, the **Insured** shall be reimbursed for covered **Loss** exceeding the applicable Limit of Liability and the applicable **Retention**;
- b) Second, the **Company** shall be reimbursed for the settlement made; and
- c) Third, the **Insured** shall be reimbursed for covered **Loss** equal to the **Retention** amount.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 12
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

**FRAUDULENT IMPERSONATION AND TELECOMMUNICATIONS FRAUD
 COVERAGE ENDORSEMENT**

It is understood and agreed that:

- Section 4. INSURING AGREEMENT SUMMARY of the declarations page is hereby amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
H. Fraudulent Impersonation Insuring Agreement	\$250,000	\$250,000	7/1/2017
I. Telecommunications Fraud Insuring Agreement	\$250,000	\$250,000	7/1/2017

- Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

H. Fraudulent Impersonation Insuring Agreement

The **Insurer** shall pay the **Company** for **Loss of Funds** sustained by the **Company** resulting from the **Company** having transferred, paid or delivered any such **Funds** as the direct result of **Fraudulent Impersonation** that is first discovered by the **Company** during the **Policy Period**.

I. Telecommunications Fraud Insuring Agreement

The **Insurer** shall pay the **Company** for **Loss** sustained by the **Company** resulting from a **Telecommunications Fraud** that is first discovered by the **Company** during the **Policy Period**.

- Section 2. DEFINITIONS, (p) "**Loss**" is hereby amended by adding the following:

"**Loss**" shall also mean amounts payable in connection with a **Fraudulent Impersonation** or **Telecommunications Fraud**

- Solely in connection with the coverage afforded under this endorsement, Section 2. DEFINITIONS is hereby amended by adding the following:

FI - (a) "**Client**" means a customer of the **Company** to whom the **Company** provides goods or services for a fee under written contract.

FI - (b) "**Employee**" means:

- any natural person:
 - while in the regular service of the **Company** and for the first forty-five (45) days immediately after termination of service, unless such termination is due dishonest act committed by the **Employee**;

- b) who is compensated directly by the **Company** by salary, wages or commissions; and
 - c) who the **Company** has the right to direct and control while performing services for the **Company**;
2. any natural person who is furnished temporarily to the **Company**:
 - a) to substitute for a permanent **Employee** as defined in FI – (b)(1) above who is on leave; or
 - b) to meet seasonal or short-term workload conditions:
 - i. while that person is subject to the **Company’s** direction and control, and
 - ii. performing services for the **Company**, excluding, however, any such person while having care and custody of property outside the **Premises**;
 3. any natural person who is leased to the **Company** under a written agreement between the **Company** and a labor leasing firm to perform duties related to the conduct of the **Company’s** business, but does not mean a temporary employee as defined in FI – (b)(2) above
 4. any natural person who is:
 - a) a trustee, officer, **Employee**, administrator or manager of any Employee Benefit Plan, except an administrator or manager who is an independent contractor; and
 - b) a director or trustee of the **Company** while that person is engaged in handling **Funds** or other property of any Employee Benefit Plan;
 5. Any natural person fiduciary, trustee, administrator or other plan official, while in the regular service of an Employee Benefit Plan, who is required to be bonded by the **Company** in connection with such Employee Benefit Plan as required by Title 1 of the *Employee Retirement Income Security Act of 1974*, as amended, but does not mean a natural person as defined in FI – (b)(4) above;
 6. any natural person who is a former **Employee**, member, manager, director or trustee retained as a consultant while performing services for the **Company**;
 7. any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the **Premises**;
 8. any **Employee** of an entity merged or consolidated with the **Company** prior to the effective date of this endorsement; or
 9. any **Executive Officers**, managers, directors or trustees of the **Company** while:
 - a) performing acts within the scope of the usual duties of an **Employee**; or
 - b) acting as a member of any committee duly elected or appointed by resolution of the **Company’s** board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on behalf of the **Company**.

“**Employee**” does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in FI – (b)(1) through FI – (b)(9) above.

FI - (c) “**Fraudulent Impersonation**” means the intentional deception or misleading of an **Employee**, which is relied upon by an **Employee** believing such to it be true, committed by a person while falsely purporting to be a **Vendor**, **Client** or an **Employee**.

FI - (d) “**Funds**” means **Money** and **Securities**.

FI - (e) “**Money**” means

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

FI - (f) “**Premises**” means the interior of that portion of any building occupied by the **Company** in conducting its business.

FI - (g) “**Securities**” means negotiable and non-negotiable instruments or contracts representing either **Money** or property and includes:

1. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Company**; but does not include **Money**.

FI - (h) “**Telecommunications Fraud Loss**” means:

1. any direct financial loss to the **Company** that results directly from a third party gaining access to and using the **Company’s** telecommunications system in an unauthorized manner;
2. any direct financial loss from long distance telephone toll call charges incurred by the **Company** resulting directly from fraudulent use or fraudulent manipulation.

FI – (i) “**Vendor**” means any entity or natural person that has provided goods or services to the **Company** pursuant to a legal written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company or any similar entity.

5. Solely in respect of the coverage afforded under this endorsement, Clause 3. EXCLUSIONS is amended by adding the following:

The insurance under this Coverage Section shall not apply to:

- a) **Loss** or damage due to (i) theft by an **Employee**; (ii) forgery; (iii) fraudulent instruction; (iv) money orders, (v) counterfeit money; or credit card forgery;
- b) **Loss** of or damage to **Money** or **Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
- c) **Loss** due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
- d) **Loss** due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
- e) **Loss** due to the failure of any party to perform, in whole or in part, under any contract;
- f) **Loss** due to the extension of any loan, credit or similar promise to pay;
- g) **Loss** due to any gambling, game of chance, lottery or similar game;
- h) **Loss** of or damage to any property;
- i) **Loss** due to any party’s use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine;
- j) **Loss** due to any **Funds** transferred, paid or delivered by the **Company** on behalf of a **Client** as the direct result of **Fraudulent Impersonation**.
- k) arising out of, based upon or attributable to the processing or failure to process credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
- l) arising out of, based upon or attributable: (i) any damages of any type for which the **Insured** is legally liable; or (ii) legal costs or legal expenses of any type;
- m) arising out of, based upon or attributable to any fraudulent, dishonest or criminal or malicious acts of any person or entity who had authorized access to the authentication information of a **Client** or **Vendor**;
- n) resulting from any **Fraudulent Impersonation** caused by a financial institution, or any electronic funds transfer system, or electronic data processor, except to the extent that it is excess of any indemnity or other insurance provided for the benefit of customers of any of the aforesaid;

6. Solely in respect of the coverage afforded under this endorsement, Clause 7. REPORTING OF CLAIMS, SECURITY FAILURES, PRIVACY INCIDENTS, EXTORTION DEMANDS AND CIRCUMSTANCES is amended by adding the following:

d) With respect to this **Fraudulent Impersonation and Telecommunications Fraud Coverage Endorsement**, discovery of **Loss** by the **Insured** occurs when any personnel in the office of any member of the **Executive Officer** (or Internal Audit Department or Human Resources/Personnel Department (or functional equivalent) of the **Insured**) or any partner or owner of the **Insured** first becomes aware of facts which would cause a reasonable person to believe that a **Loss** covered by this insurance has been or will be incurred, even though the exact amount or details may not then be known. Before coverage will apply for **Loss** under this **Fraudulent Impersonation and Telecommunications Fraud Coverage Endorsement**, each **Insured** must also:

1. complete and sign a written, detailed and affirmed proof of loss within ninety (90) days after the discovery of any **Loss** (unless such period has been extended by the **Insurer** in writing) which shall include, among any other pertinent information:
 - a) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
 - b) a detailed calculation of any **Loss**; and
 - c) all underlying documents and materials that reasonably relate to or form any part of the proof of such **Loss**;
2. upon the **Insurer's** request, submit to an examination under oath;
3. immediately record the specifics of any **Loss** and the date such **Insured** first became aware of such **Loss**;
4. give notice to law enforcement authorities; and
5. provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
 - a) any investigation of a **Loss** or circumstance;
 - b) enforcing any legal rights an **Insured** or the **Insurer** may have against anyone who may be liable to an **Insured**; and
 - c) executing any documents that the **Insurer** deems necessary to secure its rights under this policy.

The costs and expenses of establishing or proving an **Insured's Loss** under this **Fraudulent Impersonation and Telecommunications Fraud Coverage Endorsement**, including, without limitation, those connected with preparing a proof of loss, shall be such **Insured's** obligation, and are not covered under this policy.

7. Solely in respect of the coverage afforded under this endorsement, Clause 5. LIMITS OF LIABILITY is amended by adding the following:

It is understood and agreed that:

- a) With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by the **Insurer** or any affiliate thereof, including any renewal or replacement thereof (the "**Other Policy**"), the most the **Insurer** or such affiliate shall pay under both policies combined shall not be greater than this policy's Limit of Liability or the **Other Policy's** aggregate limit of liability, whichever is higher.
- b) Subject to paragraph (1) above, if coverage for a **Loss** is sought by the **Named Insured** under both this policy and the **Other Policy**, the **Insurer** will only be liable under this policy for the **Insurer's** pro-rata portion of the **Loss**. The **Insurer's** pro-rata portion of the **Loss** shall not be greater than the proportion of the **Loss** that this policy's applicable limit(s) of coverage bears to the total of the applicable limits of liability of both policies.

Nothing in this foregoing shall be construed to increase either the **Fraudulent Impersonation and Telecommunications Fraud Endorsement** sublimit of Liability or the Limit of Liability.

8. Solely in respect of the coverage afforded under this endorsement, Clause 10. OTHER INSURANCE is deleted in its entirety and replaced with the following:

With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by different **Insurer(s)**, including any renewal or replacement thereof (the “**Other Insurers Crime Policy(s)**”), the insurance provided by this policy shall apply only as excess over any other valid and collectible **Other Insurers Crime Policy(s)**, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically as excess insurance over the applicable Limit of Liability provided by this policy. This policy shall specifically be excess of any other valid and collectible insurance or **Other Insurers Crime Policy(s)**, pursuant to which any other **Insurer** has a duty to defend a **Claim** for which this policy may be obligated to pay **Loss**. This policy shall not be subject to the terms and conditions of any other insurance policy.

9. Solely in respect of the coverage afforded under this endorsement, Clause 19. SUBROGATION is amended by adding the following:

Recoveries (except from sureties, insurance, reinsurance or indemnity), less the actual cost of recovery, made after a covered **Loss** will be distributed as follows:

- a) First, the **Insured** shall be reimbursed for covered **Loss** exceeding the applicable Limit of Liability and the applicable **Retention**;
- b) Second, the **Company** shall be reimbursed for the settlement made; and
- c) Third, the **Insured** shall be reimbursed for covered **Loss** equal to the **Retention** amount.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 13
 This endorsement, effective: July 1, 2025 To: July 1, 2026
 (at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
 Forms a part of Policy No.: 1001213763251
 Issued to: State Of Georgia, Gta
 By: Starr Surplus Lines Insurance Company

CRYPTOJACKING COVERAGE ENDORSEMENT

It is understood and agreed that the policy is amended by adding the following:

- I. Section 4. INSURING AGREEMENT SUMMARY, of the declarations page is hereby amended to include the following:

Insuring Agreement	Aggregate Sub-Limit of Liability	Retention	Pending & Prior Date
Cryptojacking Coverage	\$ 250,000	\$ 250,000	7/1/2017

- II. Section 1. INSURING AGREEMENTS, of the policy is hereby amended to include the following:
 - 1. **INSURING AGREEMENTS**

The **Insurer** shall pay the **Company** for **Loss** sustained by the **Company** directly resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

- III. Solely for the purpose of the coverage provided under this endorsement, Section 2. DEFINITIONS, is hereby amended to include the following:

CJ(1) **“Cryptojacking”** means a **Security Failure** which allows for mining of **Digital Assets** that directly results in additional costs incurred by the **Company** for electricity, natural gas, oil, or internet (the **“Utilities”**); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Company** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Company** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Company** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

CJ(2) **“Digital Assets”** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Endorsement No.: 14
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

CRIMINAL REWARDS EXPENSES COVERAGE ENDORSEMENT

It is hereby understood and agreed that:

1. Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

Criminal Rewards Expenses

The **Insurer** shall indemnify the **Insured** for all **Criminal Reward Expenses**, in excess of the **Retention**, provided that such **Criminal Reward Expenses** are sustained during the **Policy Period**, and are duly reported to the **Insurer** in accordance with Section 7 of this policy.

2. Section 2. DEFINITIONS of the policy is hereby amended to include the following:

“Criminal Rewards Expenses” mean means the amount offered and paid by the **Insured** with the **Insurers** prior written consent, where consent will not be unreasonably withheld, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this **Policy**; provided however will not include any amount based upon information provided by the **Insured**, the **Insured’s** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Expenses** offered pursuant to this **Policy** must expire no later than 6 months following the end of the **Policy Period**.

3. All exclusions applicable to **Loss** pursuant to this policy shall apply to the **Criminal Reward Expenses** and the coverage afforded under this endorsement.
4. Clause 5. LIMIT OF LIABILITY is amended to include the following paragraphs at the end thereof:

Notwithstanding anything in the policy to the contrary:

CR(a) The **Insurer’s** maximum payment as a **Criminal Reward Expenses** arising from any and all events occurring during the **Policy Period**, in the aggregate, regardless of the number of events, incidents or **Claims** or amount of **Loss** reported during the **Policy Period**, shall be \$50,000. The **Criminal Reward Expenses** shall be part of the aggregate Limit of Liability and any applicable Sub-limit of Liability.

ALL OTHER TERMS REMAIN UNCHANGED.

Endorsement No.: 15
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

CLAIM AVOIDANCE EXPENSES COVERAGE ENDORSEMENT

It is hereby understood and agreed that:

1. Section 2. DEFINITIONS, (q) “**Loss**” is hereby amended by adding the following:

“**Loss**” shall also mean amounts payable in connection with **Claim Avoidance Expenses**.

2. It is further agreed that Section 2. DEFINITIONS is amended by adding the following:

“**Claim Avoidance Expenses**” means the reasonable and necessary costs or expenses, incurred by the **Insured** to mitigate, reduce, or avoid any **Claim** arising out of a circumstance or potential **Claim**. **Claim Avoidance Expenses** shall only apply if the **Insured** demonstrates the need for the costs or expenses and they obtain prior written consent from the **Insurer**, such consent shall not be unreasonably withheld.

Claim Avoidance Expenses do not include:

1. any payment recoverable by the **Insured** from any client;
 2. any element of overhead costs or expenses, profit for the **Insured** in any payment or fees or mark-up for contract administration;
 3. any costs that represent betterment
 4. any failure of the mitigation, reduction or avoidance strategy to remedy the **Claim**
 5. any charge against any retainer by any client of the **Insured**;
 6. any payment of costs, fees or other expenses the **Insured** incurs in establishing either the existence or the amount of **Claim Avoidance Expenses** under this **Policy**; or
 7. any amount that exceeds what would have been otherwise covered as **Loss** and **Defense Costs** if any such **Claim** were brought.
3. The coverage provided by this endorsement for a **Claim Avoidance Expenses** will be subject to an aggregate sublimit of liability of **\$250,000**, which shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and in no way shall be constructed to increase the **Insurer’s** Limit of Liability as stated therein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 16
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

FINANCIAL INVESTIGATIVE EXPENSE COVERAGE ENDORSEMENT

It is understood and agreed that the policy is amended by adding the following:

I. Section 1. INSURING AGREEMENTS of the policy is hereby amended to include the following:

The **Insurer** shall pay the **Company** for reasonable **Financial Investigative Expenses** incurred by the **Company** during the **Policy Period**, in connection with a **Business Loss** or **Reputational Loss** which is duly reported to the **Insurer** in accordance with Section 7 of this policy. Coverage as provided by this Insuring Agreement shall be subject to the prior written consent of the Insurer, such consent not to be unreasonably withheld.

II. Solely for the purpose of the coverage provided under this endorsement, Section 2. DEFINITIONS is hereby amended to include the following:

“**Client**” means a customer of the **Company** to whom the **Company** provides goods or services for a fee under written contract.

“**Financial Investigative Expenses**” means expenses incurred by the **Company**, with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, to establish the existence and amount of a covered **Business Loss** or **Reputational Loss**. **Financial Investigative Expenses** shall not include the **Company’s** internal corporate costs (such as salary, wages, commissions, benefits or overhead expenses) or expenses incurred by any **Client**.

“**Negative Publicity**” means the dissemination via any medium (including but not limited to dissemination via print, video, audio, electronic, or digital or digitized form) of previously non-public information specifically concerning an actual or alleged **Security Failure** or **Privacy Incident** effecting a **Company’s** customers, clients or patients. In determining the applicable **Waiting Period** and **Period of Indemnity**, all **Negative Publicity** relating to the same **Security Failure** or **Privacy Incident** or any **Related Acts** thereto shall be deemed to occur at the time of the first such **Negative Publicity**.

“**Period of Indemnity**” means the six (6) month period of time beginning at the conclusion of the **Waiting Period**.

“**Reputational Loss**” means the Net Income (Net Profit before income taxes) that would have been earned by the **Company** during the **Period of Indemnity** but for the **Negative Publicity**.

III. The coverage provided by this endorsement for **Financial Investigative Expenses** will be subject to an aggregate sublimit of liability of twenty five thousand dollars (**\$25,000**), which shall be part of, and not in addition to, the aggregate Limit of Liability set forth in Item 3 of the Declarations and in

IV. no way shall be constructed to increase the **Insurer's** Limit of Liability as stated therein.

ALL OTHER TERMS CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

Endorsement No.: 17
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

SPECIFIC INCIDENT/ CLAIM EXCLUSION

It is understood and agreed that Clause 3, EXCLUSIONS of the policy is amended by adding the following exclusion:

- This policy shall not cover any **Loss** in connection with any **Claim, Security Failure, Privacy Incident** or **Extortion Demand** alleging, arising from, based upon or attributable to the following incident:

Incident(s)

- 22114428

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 18
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

WRONGFUL COLLECTION OF PRIVATE INFORMATION ENDORSEMENT

It is hereby understood and agreed that:

1. Section 2. DEFINITIONS, (aa) **“Privacy Incident”** is hereby amended by adding the following:

“Privacy Incident” shall also include the wrongful collection of **Private Information**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Endorsement No.: 19
This endorsement, effective: July 1, 2025 To: July 1, 2026
(at 12:01 a.m. Standard Time at the address stated in Item 1 of the Declarations)
Forms a part of Policy No.: 1001213763251
Issued to: State Of Georgia, Gta
By: Starr Surplus Lines Insurance Company

**DATA RECOVERY AMENDATORY
SYSTEM FAILURE
NON-PHYSICAL DAMAGE LOSS OF USE ENDORSEMENT
(BRICKING)**

It is hereby understood and agreed that:

1. Section 1. Insuring Agreements D. is deleted in its entirety and replaced by the following:

The **Insurer** shall reimburse the **Insured** for all **Data Recovery Expenses**, in excess of the **Retention**, the **Insured** incurs due to a **Security Failure, System Failure or Privacy Incident**, provided that such **Security Failure, System Failure or Privacy Incident** occurs during the **Policy Period**, and is duly reported to the **Insurer** in accordance with Section 7 of this policy.

2. Section 2. DEFINITIONS, is amended to add the following:

“Bricking” means **Non-Physical Damage Loss of Use** to the **Computer System** resulting from a **Security Failure or System Failure**.

“Non-Physical Damage Loss of Use” means damage or loss of use of electronic equipment caused by the reprogramming of the software (including the firmware) of such electronic equipment rendering it useless for its intended purpose.

“System Failure” means any unintentional or unplanned interruption or suspension of the **Computer System**.

3. Section 2. DEFINITIONS, (h) **“Data Recovery Expenses”** is deleted in its entirety and replaced by the following:

h) **“Data Recovery Expenses”** means the reasonable and necessary fees, costs, charges or expenses, sustained with the prior written consent of the **Insurer**, such consent not be unreasonably withheld, resulting from a theft, loss, alteration, damage, deletion, or destruction of any electronic data or software which is under the care, custody or control of an **Insured** or for which an **Insured** is legally liable:

1. incurred to replace, restore, or recollect electronic data or software stored on the **Computer System** from written records or partially or fully matching data or software, including the capacity of the **Computer System** to store, process or transmit information; and
2. incurred to replace or restore the **Computer System** as a result of **Bricking**.
3. incurred to retain a third party computer security expert or forensic investigator to determine if electronic data or software can or cannot be replaced, restored or recollected; provided, however, that in the event that electronic data or software cannot be replaced, restored or recollected, **Loss** shall be limited to the reasonable and necessary fees, costs, charges or expenses incurred to reach this determination.

For the purposes of **“Data Recovery Expenses”** electronic data includes **Private Information** in an electronic or digitized format.

“Data Recovery Expenses” shall not include any salary or overhead expenses of the **Insured**.

4. Clause 3. EXCLUSIONS, (cc) is deleted in its entirety and replaced with the following:

cc) for the costs incurred:

1. to update, replace, restore, upgrade, maintain, enhance or improve data, software or any part of the **Computer System** beyond the level at which it existed prior to the **Security Failure, System Failure or Privacy Incident**, provided however this exclusion shall not apply to costs associated to make reasonable upgrades, enhancements or improvements to the **Computer System** if: (i) upgrades, enhancements or improvements limit the **Loss** that would otherwise be incurred as a result of a **Security Failure, System Failure or Privacy Incident**; or (ii) the data, software or any other parts of the **Computer System** that need to be replaced or restored are discontinued, out dated or not available anymore. The reimbursement of these costs shall require the **Insurer's** consent, such consent shall not be unreasonably withheld; or
2. to research and develop data or software, including intellectual property;

5. Solely for the purposes of this endorsement, Section 3. EXCLUSIONS, (i) is deleted in its entirety and replaced by the following:

- i) for bodily injury, emotional distress, mental anguish (except emotional distress or mental anguish when associated with a **Security Failure or Privacy Incident**), sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof; provided however this will not apply to **Data Recovery Expenses** resulting from **Bricking**

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.