

GREENEVILLE CITY BOARD OF EDUCATION

AGENDA

Date of Meeting: June 26, 2025 Time: 7:15 PM

Location: Greene Technology Center

{{Name: Agenda Item Name}} {{AnticipatedTime: Agenda Item Time}}

- I. **Call to Order**
- II. **Recognition of Visitors**
- III. **Ballad Academy Update** (10 Minutes)
- IV. **Public Comment Period** (20 Minutes)
- V. **Conflict of Interest Statement** (5 Minutes)

Chair to Board Members:

1. "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

Chair to Board Members:

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

3. "Please reflect within the minutes that possible conflicts were acknowledged, with board members present confirming their intent to act in the best interest of the school system."

- VI. **Approval of Agenda** (5 Minutes)
- VII. **Consent Agenda** (5 minutes)
 - A. Consideration of Approving Minutes of May 12, 2025, Board Meeting

- B. Consideration of Approving Minutes of the May 29, 2025, GCS Special Session Meeting
- C. Consideration of Accepting Personnel Report
- D. Consideration of Approving Board Policy Revisions (2nd Reading)
- E. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)
- F. Consideration of Approving Final 2024-2025 School Nutrition Budget Amendment
- G. Consideration of Approving Final 2024-2025 General Fund Purpose Budget Amendment
- H. Consideration of Approving Carmen Cox Scholarship Recipients
- I. Consideration of Approving School Trip Request
- J. Consideration of Approving 2025-2026 Paper Contract for District
- K. Consideration of Approving 2025-2026 Differentiated Pay Plan

VIII. **Action Items**

- A. Consideration of Request for Addition of a School Lacrosse Team at Greeneville High School as an Interscholastic Sport (5 Minutes)
- B. Consideration of Accepting May 2025 Financial Statements (5 minutes)
- C. Consideration of Re-Approving 2025-2026 General Purpose Budget
- D. Consideration of Approving Cybersecurity Insurance Coverage for 2025-2026 (5 Minutes)
- E. Consideration of Approving a Moving Company to Assist in the George Clem Move (5 Minutes)
- F. Consideration of Approving Board Policy Revisions - 1st & Final Reading (5 minutes)

IX. **Director's Report** (5 minutes)

X. **Director of Schools Evaluation** (5 Minutes)

XI. **Legislative Update** (5 Minutes)

XII. **Adjournment**

OFFICIAL MINUTES OF THE GREENVILLE CITY BOARD OF EDUCATION

Thursday, May 29, 2025

The Greenville City Board of Education met in Special Session on Thursday, May 29, 2025, beginning at 5:30 p.m. in the Professional Development Center at the Kathryn W. Leonard Administrative Office, 129 W Depot St, Greenville, TN 37743. Board Members Present: Pam Botta (Board Member), Cindy Luttrell (Chair), Josh Quillen (Treasurer), Dr. Craig Shepherd (Vice-Chair) were present. Others in attendance included Steve Starnes, Director of Schools, several administrative personnel, and media representatives. The Chairman called the meeting to order and welcomed all in attendance.

BUSINESS TRANSACTED

I. Call to Order

II. Pledge to the Flag

Pledge of Allegiance was led by Pam Botta (Board Member).

III. Recognition of Visitors

IV. Public Comment Period

There were no requests to speak on any agenda item.

V. Conflict of Interest Statement

Chair to Board Members:

1. "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

Chair to Board Members:

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

Chair to Board Secretary:

3. "Please reflect within the minutes that Luttrell and Botta acknowledged possible conflicts and confirmed their intent to act in the best interest of the school system."

VI. Approval of Minutes of the May 6, 2025, GCS Budget Workshop #2

The minutes of the May 6, 2025, Board Budget Workshop #2 were unanimously approved as presented on a motion from Quillen (Treasurer) and a second from Dr. Shepherd (Vice-Chair). A copy is on file in the Director of Schools' office.

VII. Consideration of Approving a New Name for the former Greene Technology Center

Director of Schools Steve Starnes presented the Naming and Branding Workgroup Report, which concerns the renaming of the facility currently known as the Greene Technology Center. The report was developed through a collaborative process facilitated by the Donovan Group, which included three work group meetings and five focus groups, during which more than 30 potential names were considered. The workgroup prioritized alignment with Greeneville City Schools' mission, vision, and portrait of a graduate and feedback from community stakeholders. Key considerations included reflecting district ownership by using "Greeneville" in the name, avoiding potentially confusing or controversial terms, and promoting a clear focus on career and technical education. Based on these criteria and community input, the workgroup recommended two final name options for the Board's consideration: Greeneville Career Academy and Greeneville Advanced Technical Academy. Both names met all established criteria and were presented for school board selection and approval. Director of Schools Steve Starnes recommended that the Board suspend Policy 3.210 to meet the June 2, 2025, deadline for submitting the name of the newly acquired facility to the Tennessee Department of Education. Policy 3.210 outlines a detailed process for naming schools or facilities, including the formation of a Board-approved committee that may comprise

Board members, community representatives, and staff. It also requires that the Board heavily weigh input from students and faculty and prohibits voting on a naming recommendation at the same meeting it is presented, requiring instead that a vote occur no sooner than the next regular meeting. Given the time-sensitive nature of the naming decision, a motion was made to suspend Policy 3.210, and it was recommended that the Board approve one of the two proposed names. Greeneville Career Academy or Greeneville Advanced Technical Academy. A motion to suspend Policy 3.210 was made by Dr. Shepherd (Vice Chair) and seconded by Botta (Board Member) to comply with the time-sensitive nature of submitting the new name to the Tennessee Department of Education. The Board unanimously approved the motion. Following the suspension of the policy, a recommendation was made to combine the two proposed names— Greeneville Career Academy and Greeneville Advanced Technical Academy—into a single name: Greeneville Career and Technical Academy. Board approval was unanimous on a motion by Quillen (Treasurer) and seconded by Botta (Board Member). The facility will retain the colors and mascot of Greeneville High School. The new name, Greeneville Career and Technical Academy, will be submitted to the Tennessee Department of Education by June 2, 2025. Following this submission, the branding process will commence, including the development of a style guide and marketing materials.

VIII. Adjournment

The meeting was adjourned at approximately 5:47 p.m. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

Respectfully submitted,

Cindy Luttrell, Chair

Steve Starnes, Director of Schools

Greeneville City Schools
Final School Nutrition Budget Amendment
For the 2024-2025 Fiscal Year
Presented: June 2025

Account #	Description	School Nutrition Budget 2024-2025	Amendment	Amended School Nutrition Budget 2024-2025
39000	Fund Balance		265,000	265,000
43521	Lunch Payments - Children	451,356		451,356
43522	Lunch Payments - Adults	32,284		32,284
43525	A La Carte Sales	4,500		4,500
43990	Other Charges For Services	83,846		83,846
44165	Rebates	210		210
44530	Sale of Equipment	500		500
46520	State Matching Funds	14,857		14,857
46980	Other State Grants	76,406		76,406
47111	USDA School Lunch Program	1,026,220		1,026,220
47112	USDA Other (Commodity)	141,607		141,607
47113	USDA Breakfast	405,048		405,048
47114	USDA Other	99,193		99,193
	Total Revenue	\$ 2,336,027	\$ 265,000	\$ 2,601,027
51050	Supervisor/Director	85,124	14,637	99,761
51190	Bookkeeper	37,766	2,744	40,510
51620	Clerical	19,293	5,700	24,993
51650	School Nutrition Personnel	718,515	(35,717)	682,798
51880	Bonus	-	49,000	49,000
51890	Other Salaries & Wages	4,749	(4,749)	-
52010	FICA	53,363	(671)	52,693
52040	Retirement	75,100	17,006	92,106
52060	Life Insurance	686	18	704
52070	Health Insurance	145,856	4,985	150,841
52100	Unemployment Compensation	1,032	(206)	826
52120	Medicare	12,480	(157)	12,323
53050	Audit Services	3,500		3,500
53070	Communication	500		500
53360	Maintenance & Repair Equipment	13,490	(4,608)	8,882
53550	Travel	4,000	(556)	3,444
53990	Other Contracted Services	8,500	1,393	9,893
54210	Food Preparation Supplies	72,858	(6,499)	66,359
54220	GP COM SVC FOOD	626,720	226,483	853,203
54350	Office Supplies	3,884	710	4,594
54510	Uniforms	500	(150)	350
54690	USDA Commodity Value	141,607	8,862	150,469
54710	Software	5,781	5,950	11,731
54990	Other Supplies & Materials	11,892	3,860	15,752
55090	Refunds	300	(33)	267
55240	Inservice/Staff Development	12,500	(6,095)	6,405
55990	Other Charges For Services	5,744	(1,060)	4,684
57100	School Nutrition Equipment	270,287	(15,848)	254,439
	Total Expenses	\$ 2,336,027	\$ 265,000	\$ 2,601,027

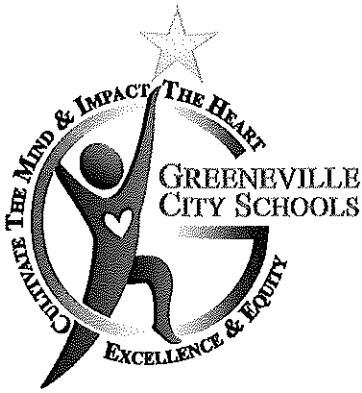
This Amendment Moves 2024-2025 School Nutrition Funds to the State of TN Approved Account Codes Needed to Match Final 2024-2025 Expenditure Projections. In Addition, \$265,000 of Unassigned Fund Balnce is Budgeted to Accommodate Equipment Purchases Made During the Year.

Greeneville City Schools
Final General Purpose Budget Amendment
For the 2024 - 2025 Fiscal Year
Presented: June 2025

Account #	Description	General Purpose Budget 2024-2025	Amendment	Amended General Purpose Budget 2024-2025	
34760	Assigned for Instruction	328,632.00		328,632	
34765	Assigned for Support Services	20,558.00		20,558	
34785	Assigned for Capital Projects	115,767.00		115,767	
34790	Assigned for Other Purposes	138,868.00		138,868	
39000	Unassigned Fund Balance	923,802.00		923,802	
40000	Local Taxes	8,521,151.00		8,521,151	
41000	Marriage Licenses	1,005.00		1,005	
43511	Tuition	748,335.00		748,335	
43570	Receipts from Individual Schools	164,650.00		164,650	
44000	Other Local Revenue	194,206.00		194,206	
46000	State Education Funds	21,874,776.00	1,243,233	23,118,009	(1),(2),(3),(4),(5),(6),(9)
47000	Revenue From Federal Sources	105,493.00	59,068	164,561	(5),(8)
49000	Operating Transfers, Insurance Recovery, & Notes Issued	6,199,874.00	1,000,000	7,199,874	(7)
	Total Revenue & Equity	\$ 39,337,117	\$ 2,302,301	\$ 41,639,418	
71100	Regular Instruction	\$ 17,888,179.00	1,156,084	19,044,263	(1),(3),(5),(9),(10)
71150	Alternative Instruction Program	158,722.00	20,278	179,000	(10)
71200	Special Education Program	2,855,861.00		2,855,861	
71300	Vocational Education Program	1,472,582.00	(267,913)	1,204,669	(10)
71400	Student Body Education Program	500.00		500	
72110	Attendance	126,838.00	34,212	161,050	(5),(10)
72120	Health Services	489,984.00	4,306	494,290	(5)
72130	Other Student Support	1,589,121.00	(184,180)	1,404,941	(10)
72210	Regular Instruction - Support	1,485,709.00	7,781	1,493,490	(5)
72220	Special Education Program - Support	334,787.00		334,787	
72230	Vocational Education Program - Support	35,988.00	(23,482)	12,506	(10)
72250	Technology	1,179,851.00	(97,963)	1,081,888	(10)
72310	Board of Education	902,175.00	40,320	942,495	(10)
72320	Office of Director	439,989.00	184,180	624,169	(10)
72410	Office of Principal	2,230,496.00	78,928	2,309,424	(10)
72510	Fiscal Services	387,513.00	23,482	410,995	(10)
72520	Human Resources	366,723.00	37,963	404,686	(10)
72610	Operation of Plant	2,533,379.00	25,720	2,559,099	(5),(8)
72620	Maintenance of Plant	1,156,420.00	30,000	1,186,420	(10)
72710	Transportation	1,267,937.00	85,602	1,353,539	(4),(6)
73100	School Nutrition	1,870.00	25,525	27,395	(5),(10)
73300	Community Services	33,412.00		33,412	
73400	Early Childhood Education	614,282.00	20,000	634,282	(10)
76100	Capital Outlay	944,767.00	1,101,458	2,046,225	(2),(7)
81300	Education Debt Service	328,400.00		328,400	
99100	Operating Transfers	511,632.00		511,632	
	Total Expenses	\$ 39,337,117	\$ 2,302,301	\$ 41,639,418	

This Amendment Budgets for the Following:

- (1) On-Behalf ACT/JDC Payments (Budget Neutral Entry- Required by TDOE)- \$44,737
- (2) TVA EESI Grant- \$101,458
- (3) Parental Leave Reimbursement from State of TN- \$78,822
- (4) Summer Learning Transportation Grant- \$55,602
- (5) Summer Learning Camp Grant- \$306,563
- (6) Seatbelt Grant- \$30,000
- (7) Debt Issuance and Purchase of Greene Technology Center (Budget Neutral Entry- Required by TN Comptroller)- \$1,000,000
- (8) TEMA Reimbursement for Covid-Related Expenditures- \$13,114
- (9) School Letter Grade Bonus- \$672,005 of \$1,000,000- Per BOE Approved Spending Plan
- (10) Moves 2024-2025 Budget to State of TN Approved Account Codes Needed to Match Final 2024-2025 Expenditure Projections



FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight

Name of the school: Greeneville High School

Person Requesting: Jason Talmage

Purpose of the Field Trip: Cadet Leadership Training Camp

Destination of Field Trip: Davy Crockett Boy Scout Camp Whitesburg, TN

Grade(s) of students attending: 10-12

Dates requested: 9 Jun Departure Time: 13 Jan Return Time: 12:00 PM

Approximate # of students to attend: 9

Number, names and affiliation of chaperones attending:

1 female List names and affiliation: Mrs Brown (Curtis Brown's wife Greene County JROTC instructor)

2 male List names and affiliation: Curtis Brown & Jeremy Hiches
Greene Count AFJROTC instructors

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

[Signature], Principal

date approved 5-15-25

Steve Starnes
Steve Starnes (May 28, 2025 08:23 EDT), Director of Schools

date approved 05/28/2025

Cindy Luttrell
Cindy Luttrell (May 28, 2025 09:44 EDT), Chairman, BOE

date approved 05/28/2025

Cultivate the Mind and Impact the Heart through Excellence and Equity

Kathryn W. Leonard Administrative Office
129 W. Depot Street Greeneville, TN 37743-1420
(423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023










20250519060733197 (2)

Final Audit Report

2025-05-28

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-  Signer cindy.luttrell@balladhealth.org entered name at signing as Cindy Luttrell
2025-05-28 - 1:44:31 PM GMT
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Signature Date: 2025-05-28 - 1:44:33 PM GMT - Time Source: server
-  Agreement completed.
2025-05-28 - 1:44:33 PM GMT



* We previously got approval to attend a camp at Wofford University. This past week Trey Thompson got invited to the NDA Players Association top 100 camp. This would be during the Wofford Camp. We would like to request permission to attend another combination of camps. If approved we would not attend Wofford.

FIELD TRIP & EXCURSION REQUEST FORM
Out-of-State or Overnight

Name of the school: Greeneville High School

Person Requesting: Brad Woolsey

Purpose of the Field Trip: Basketball Camp

Destination of Field Trip: Cleveland, TN Camp, University of Alabama Camp

Grade(s) of students attending: 9-12

Dates requested: 6/3-6/2025 Departure Time: TBD Return Time: TBD

Approximate # of students to attend: 15

Number, names and affiliation of chaperones attending:

0 female List names and affiliation: _____

3 male List names and affiliation: Brad Woolsey, Josh Bennett, Mike Hule - Coaches

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

[Signature], Principal

date approved 5-15-25

Steve Starnes
Steve Starnes (May 16, 2025 14:11 EDT), Director of Schools

date approved 05/16/2025

Cindy Luttrell
Cindy Luttrell (May 16, 2025 08:20 EDT), Chairman, BOE

date approved 05/16/2025

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Kathryn W. Leonard Administrative Office
129 W. Depot Street Greeneville, TN 37743-1420
(423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023










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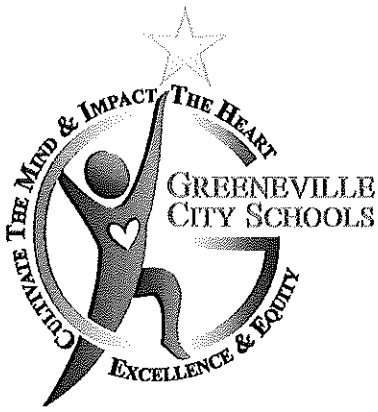
Final Audit Report

2025-05-16

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-  Agreement completed.
2025-05-16 - 6:11:56 PM GMT



**FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight**

Name of the school: Greeneville High school

Person Requesting: Sara Aiken

Purpose of the Field Trip: Wilco Invitational Volleyball Tournament

Destination of Field Trip: Franklin, TN

Grade(s) of students attending: 10-12th

Dates requested: 9/19-9/20 Departure Time: 10am Return Time: 10pm

Approximate # of students to attend: 12

Number, names and affiliation of chaperones attending:

2 female List names and affiliation: Sara Aiken & Jessi Bennett - coaching staff

_____ male List names and affiliation: _____

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

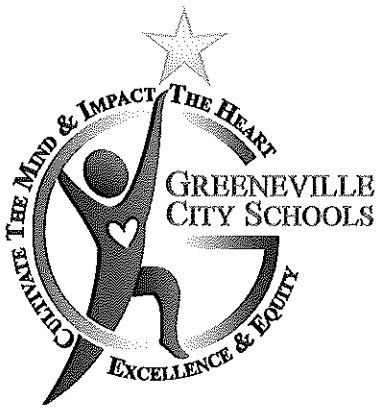
All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

[Signature], Principal date approved 5/23/25

_____, Director of Schools date approved _____

_____, Chairman, BOE date approved _____

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FIELD TRIP & EXCURSION REQUEST
FORM Out-of-State or Overnight

Name of the school: GCTA
Person Requesting: Aaron Flanary / Rob Robbins
Purpose of the Field Trip: SkillsUSA Nationals
Destination of Field Trip: Atlanta, GA
Grade(s) of students attending: 9, 11, 12
Dates requested: 6/22-6/27 Departure Time: 12:00 Return Time: 7:00 PM
Approximate # of students to attend: 3

Number, names and affiliation of chaperones attending:

1 female List names and affiliation: Holly Ragle

1 male List names and affiliation: Rob Robbins

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Aaron Flanary, Principal

date approved 6/10/25

Steve Starnes, Director of Schools

date approved 06/10/2026

Steve Starnes (Jun 10, 2025 16:50 EDT)

Cindy Luttrell, Chairman, BOE

date approved 06/11/2025

Cindy Luttrell (Jun 11, 2025 07:36 EDT)

Cultivate the Mind and Impact the Heart through Excellence and Equity

Kathryn W. Leonard Administrative Office
129 W. Depot Street Greeneville, TN 37743-1420
(423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023










GCTA-SkillsUSA Nationals FTR

Final Audit Report

2025-06-11

Created:	2025-06-10
By:	Jamie Galyon (galyonj@gcschools.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXMAYX6ggjX6mHTuakdnxCpQOH6k6cbB2

"GCTA-SkillsUSA Nationals FTR" History

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2025-06-11 - 11:33:03 AM GMT
-  Signer cindy.luttrell@balladhealth.org entered name at signing as Cindy Luttrell
2025-06-11 - 11:36:02 AM GMT
-  Document e-signed by Cindy Luttrell (cindy.luttrell@balladhealth.org)
Signature Date: 2025-06-11 - 11:36:04 AM GMT - Time Source: server
-  Agreement completed.
2025-06-11 - 11:36:04 AM GMT



GREENEVILLE CITY SCHOOLS

BID TABULATION FORM

JOB NAME: <u>Copy Paper</u>						
BID OPENING DATE/TIME: <u>June 16, 2025 11:30 am</u>						
	Scaled	Base	Alternate	Alternate	Alternate	Alternate
Bidding Company	Envelope	Bid	Bid #1	Bid #2	Bid #3	Bid #4
<u>Staples</u>	<u>Email</u>	<u>Regular 39.00</u>	<u>3-Hole Punch 48.11</u>	<u>Color 55.11</u>		

RESULTS:

AWARDED TO: Staples

LOWEST BID? IF NO, JUSTIFICATION(S): _____

BID OPENER (SIGNATURE): [Signature] PRINT NAME: Jason Horac 6-16-2025

PREPARED BY (SIGNATURE): [Signature] PRINT NAME: Debbie Collins 6-16-2025



Date Completed: 06/12/2025

Pricing Offer: Valid for 60 days from above 'Date Completed'.

Pricing Proposal For: Greenville City Schools-Sw

Request Number: PR-0043952

Quote Number: PQ-0067152

Proposal Summary	
Current Spend	\$0.00
Proposed Spend	\$0.00
Savings (\$)	\$0.00
Savings (%)	0.00%

Original Customer Information								Proposed Item Offering									
Sequence Number	Customer Bid Item	Customer Item Description	Cust UOM	Cust UOM Qty	Cust Qty	Customer's Current Price	Customer's Current Extended Price	Proposed Price In Cust UOM	Proposed Price In Staples UOM	Extended Price	Projected Savings (\$)	Projected Savings (%)	Item Number	Description	Min Sell UOM	Qty In Sell UOM	Unit Factor (Staples vs Cust)
1			CT	5000	780		\$ 0.00	\$ 39.00	\$ 39.00	\$ 30,420.00	\$ 0.00	0.0%	324791	Staples White Box 8.5" x 11" Copy P	CT	5000	1
2			CT	5000	20		\$ 0.00	\$ 48.11	\$ 48.11	\$ 962.20	\$ 0.00	0.0%	122457	Staples 3-Hole Punch Copy Paper, 8	CT	5000	1
3			CT	5000	50		\$ 0.00	\$ 55.11	\$ 55.11	\$ 2,755.50	\$ 0.00	0.0%	24417800	Staples Pastel 30% Recycled Multi	CT	5000	1

* Staples pricing is confidential and for customer's eyes only. It may not be shared with any third party (including any consultant) without Staples express written consent.

* Pricing subject to change. Additional fees may apply.

* Pricing offer is valid for 60 days from above 'Date Completed'.

2025-26 Differentiated Pay Plan Submission



Tennessee State Board Education Policy 5.600 Strategic Compensation provides greater clarity on the qualifications for differentiated pay plans. Each LEA must report on the implementation of its differentiated pay plan annually. Implementation requires that districts compensate eligible educators as outlined by the approved district plan for the year in which they are reporting. Creating a plan in which there are no eligible educators to meet the criteria will not be considered for approval. When determining funding scenarios, district should examine all applicable federal, state and local funding received to determine what sources will fund the differentiated pay plan. Local boards of education are required to adopt a salary schedule that meets or exceeds the minimum requirements of the salary schedule adopted by the State Board or propose an alternative salary schedule.

The department has released the 2025-26 differentiated pay plan submission process.

Districts have 3 options for plan submission:

- submit a new plan for the 2025-26 school year,
- submit minor changes to the 2024-25 approved plan,
- continue to implement the approved 2024-25 plan.

Each differentiated pay plan submitted to the department shall include compensation for educators based on, at a minimum, one of the following criteria:

- High-needs subject and schools, sometimes referred to as hard-to-staff subjects or schools
- Additional Instructional roles and/or responsibilities
- Performance

Each district must submit this form by 5 p.m. CT, Friday, August 1, 2025. Submission includes:

- 2025-26 Differentiated Pay Plan (complete this form)
- Implementation Update on the 2024-25 Differentiated Pay Plan (based on payouts to teachers during the 2024-25 school year)
- 2025-26 Salary Schedule (Excel format uploaded in this form)

The following items are options, but do not meet the above differentiated pay criteria:

- Responsibilities that support student organizations or extracurricular activities
- Attendance bonuses
- National board certification
- School and District administrator compensation

Submission tips and guidelines:

- You may advance through the application without completing all required fields on a page.
- You may use the "Save and Resume Later" function to save your work can come back later. However, any file uploads will not be saved.
- All required fields must be completed in order to submit the application.

The deadline for submission is 5 p.m. CT, Friday, August 1, 2025.

District Name *

GREENEVILLE--301



Contact Information

Please provide your contact information in the event that we need to follow up with any questions.

Name *

Melissa Batson

Role in District Office *

Human Resources or Talent

Email Address *

batsonm@gcschools.net

Confirm Email Address *

batsonm@gcschools.net

Phone *

(423) 787-0976

CORE Region *

First

Update Options

Which update option is your district choosing? *

- My district is submitting a newly developed plan for implementation in 2025-26
- My district is making minor changes to the 2024-25 plan for the 2025-26 implementation.
- My district is implementing as we did in 2024-25 and we do not need to make changes to the plan for the 2025-26 implementation.

Alternative Salary Schedule

An alternative salary schedule uses some other component, often performance criteria, in addition to or in lieu of education and experience to determine base pay.

Base pay increases determined by an educator's level of overall effectiveness (LOE) qualify as an alternative salary schedule and are subject to approval by the board.

Is your district implementing an alternative salary schedule? *

No

An alternative salary schedule uses some other component, often performance criteria, in addition to or in lieu of education and experience to determine base pay.

2025-26 Salary Schedule

If you save and resume later, the attachment will not save and you will have to re-upload your salary schedule.

Describe how educators are compensated for earning advanced degrees in your district: *

Advanced degrees are awarded with a base pay increase.

List the advanced degrees your district compensates for (MA, MA+45, Ed.D, Ph.D).

Data Used to Create Plan

Did you use data to support the development of your plan?*

- yes
 no

What type of data was used in developing your plan? (check all that apply)*

- Student achievement data
 Growth data
 Vacancy data
 Other

The district utilizes the TIGER Evaluation model and the Stage 3 option which allows teachers the criteria to apply for leadership roles and additional duties.

Implementation Update on 2024-25 Differentiated Pay Plan

Per the Strategic Compensation policy ([State Board of Education Policy 5.600](#)), each LEA shall report annually on the implementation of its differentiated pay plan.

Total number of certified teachers in the district in 2024-25:*

249

Did your district pay out funds to educators for fulfilling a Hard-to-Staff component of your 2024-25 differentiated pay plan?*

Yes

What types of Hard-to-Staff bonuses were paid in 2024-25?*

- Signing/Recruitment
 Retention

Select all that apply.

How many teachers received the Hard-to-Staff award in 2024-25?*

1

What is the amount the individual educators received per Hard-to-Staff role in 2024-25?*

ESL Teacher (1) x \$130

Format your response as "Role (# of positions) x Compensation Amount". For example, "9-12 Chemistry Teacher (2) x \$2000".

Actual total cost of the Hard-to-Staff component:*

\$ 130.00

Total paid out to all teachers

When did you pay out for the Hard-to-Staff component?*

September 2024

Implementation Update on 2024-25 Differentiated Pay Plan: Additional Roles/Responsibilities

Did your district pay out funds to educators for fulfilling additional roles and responsibilities as outlined in your 2024-25 differentiated pay plan?

Yes

How many teachers received the Additional Roles and Responsibilities award in 2024-25? *

21

What is the amount the individual educators received per additional role in 2024-25? *

Instructional Coach Lead (1) x \$4,315
Instructional Coach (4) x \$2,877
Team Leaders (11) x \$1,918
Team Leaders (3) x \$1,438
Team Leaders (2) x \$719

Include amount per role, formatted as "Role (# of roles) x Compensation Amount". For example, "Teacher Coach (6) x \$1000".

Actual total cost of the Additional Roles and Responsibilities component: *

\$ 42673.00

Total paid out to all teachers

When did you pay out for the Additional Roles and Responsibilities component? *

These are paid on a monthly basis

Report in the format of "Month Year". For example, "May 2018".

Implementation Update on 2024-25 Differentiated Pay Plan: Performance

Implementation updates for performance awards based on 2024-25 data are due **December 1, 2025**.

Did your district pay out funds (or plan to pay out funds) to educators based on performance criteria as outlined in your 2024-25 differentiated pay plan? *

No

If you are planning to make performance payouts using 2024-25 data but have not yet made payments, then you will submit this information by December 1, 2025.

2025-26 Differentiated Pay Plan Confirmation

Please type your name below to certify that you have read and agree to the following statements:

- The differentiated pay plan described in this form submission contains **at least one (1) eligible component** per State Board Policy [5.600](#).
- All data reported within this plan is accurate to the best of my knowledge at the time of submission.
- The differentiated pay plan will not receive final approval until all components have been submitted, including the 2025-26 salary schedule, vacancy data, and implementation data (if applicable). Failure to submit all required components will result in noncompliance.
- The district will implement the submitted differentiated pay plan as approved by the department. If the district would like to make any changes or revisions to the approved plan, the district must notify the department and await additional approval before implementing revisions.

Type your name here to indicate agreement with the previous statements. *

Melissa

First Name

Batson

Last Name

GREENEVILLE LACROSSE CLUB

www.greenevillelacrosse.com

Dear Greeneville City School Board:

Please consider Greeneville Lacrosse Club's request for an addition to the April school board agenda. Our club requests your feedback on two action items.

Requests

- 1) The Addition of a 2025-2026 GHS lacrosse teams: find our rebuttal below to leadership's reasons to refuse addition. Should the board deny students a lacrosse option, GLC requests concrete steps to add lacrosse as a sport in the next two years, so GHS may compete with neighboring schools currently in play.
- 2) Student survey revision: concerns about the previous GHS survey and a link to the survey shared below.

A letter of support from Jeff Taylor, President & CEO of the Greene County Partnership, follows the rebuttal.

Rebuttal

On Tuesday, Feb 25, 2025, Dr. Daniel Lewis, Greeneville Lacrosse Club (GLC) board member and athletic director, met with Greeneville City Schools leadership: Steve Starnes, director of schools; Brad Woolsey, athletic director; and Deanna Martin, Principal GHS.

Greeneville City Schools (GCS) leadership determined that Greeneville High School would not launch a lacrosse program for the 2025-2026 school year and provided the following reasons to Dr. Lewis.

Interest Survey—GHS did not receive an adequate response in the digital survey sent to families. [Survey Link](#)

- While GLC was aware of the intent, there was no communication to seek information prior to survey
- Lacrosse was not described as a team sport in the survey.
- There was concern about the lack of female response, yet no guidance that there would be a women's team offered
- No mention that Lacrosse is TSSAA's newest sanctioned team sport with state championships and college recruitment/scholarship opportunities.
- The survey was, in our opinion, buried—10 of 16 items—included between a winter coat drive, Wednesday- Friday school day schedules, and a Valentine's Day update, and only open for 5 days (as opposed to GMS Soccer Survey being a stand-alone email)
- No photos or graphics of lacrosse gear or players were included to identify it as a team sport survey.

GREENEVILLE LACROSSE CLUB

www.greenevillelacrosse.com

- A current Greeneville High student who is also a GLC lacrosse player surveyed classmates via Snapchat, and more than 20 responded yes with interest.

Transportation/Distance, Number of Games—leadership cited concerns about GCS costs associated with bus travel to lacrosse matches.

- **Transportation Costs:** GLC parents and board presently provide transportation and would continue to offer transportation, negating the need for a bus for most trips, with more than 100-mile one-way road trips being an option for negotiation.
- **Distance:** GLC plays many area community teams that GHS plays. The farthest distances, Knox or Blount counties, are currently on several GHS sports' varsity schedules.
- **Number of Games:** GLC typically plays approximately 10 matches annually, about the same as football and far fewer than baseball and basketball. TSSAA Lacrosse Rules caps the maximum number of games at 16.

Insurance Costs—GHS does not want to incur additional insurance fees.

- GLC has raised \$35,000, plus In-Kind equipment donation of nearly \$5000 (helmets) for team startup. If the insurance increase total was shared, GLC could fundraise towards this amount.

Title IX—leadership shared concerns regarding compliance if a boys' team was started in 2025-2026 but not a girls' team.

- Per www.ed.gov, Title IX compliance can be demonstrated in 1 of 3 ways:
 - 1) **Substantial proportionality:** Are the percentage of girls' and boys' participants on athletic teams about the same as/substantially proportional to the percentage of boys and girls enrolled in a school?
 - 2) **History and Continuing Practice:** Can GHS show its history and continuing practice of expanding its athletic program to respond to the interest and abilities of girls.
 - 3) **Interest and Abilities of Students:** Is there an unmet interest in a particular sport that is not being offered at GHS? GLC's high school team is a boys' team.
No clubs, intermural, or community leagues for high school girls' lacrosse exist in Greeneville/Greene County.

GLC believes that GHS meets compliance based on 1 of not all of the 3 points in the three-pronged compliance test. [Three-Pronged Compliance Test](#)

GHS current athletic teams per the GHS website:

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www.greenevillelacrosse.com

Boys	Girls	Comment
Basketball	Basketball	
Baseball	Softball	
Cross Country	Cross Country	
Soccer	Soccer	
Tennis	Tennis	*More female than male
Track	Track	
Golf	Golf	*Combined team
Football	Volleyball	
Wrestling	Dance	
	Cheer	

GLC Requests:

1. An opportunity to address and discuss these issues with the Greeneville City School Board
2. A repeated student interest survey sent to GHS students prior to end of year, sent as a dedicated single item, with GLC input on the survey
3. Further guidance as to what would be required of GLC in order to proceed with GHS lacrosse teams

Thank you for your review,

Gretchen Sherrill, President, Greeneville Lacrosse Club

GREENEVILLE LACROSSE CLUB

www.greenvillelacrosse.com



March 27, 2025

Director Steve Stames / GCS Board
Greenville High School
124 W. Depot St.
Greenville, TN 37743

Subject: Letter of Support for Greenville High School Lacrosse Team

I am writing to express my enthusiastic support for the establishment of a lacrosse team at Greenville High School. As lacrosse continues to grow in popularity across Tennessee and the nation, I believe introducing lacrosse at Greenville High School will provide students with invaluable opportunities for personal growth, teamwork, and athletic achievement.

Lacrosse is a fast-paced, engaging sport that promotes physical fitness, strategic thinking, and sportsmanship. By adding a lacrosse program, Greenville High School can offer students another avenue to engage in extracurricular activities, build strong leadership skills, and foster school spirit. Furthermore, lacrosse has the potential to strengthen community involvement, further distinguish GHS from other schools and attract new opportunities for scholarships and collegiate recognition for student-athletes.

Additionally, the Greenville High School lacrosse team has strong financial backing through dedicated booster support, providing resources that exceed those of some existing sports programs. This ensures that the team will be well-equipped and financially sustainable minimizing the impact on the school's athletic budget.

I strongly encourage school leadership and the community to support this initiative and make lacrosse an official part of Greenville High School's athletic program. Please let me know if there is anything I can do to further support this effort.

Thank you for your time and consideration.



Jeffrey D. Taylor
President & CEO
Greene County Partnership

GHS Lacrosse Team Sustainability Concerns

- Low baseline interest at Greeneville High School
- Lack of community interest in lacrosse
- Decline in core lacrosse participation nationally
- Suitable facilities
- Athletic training coverage in the spring
- Effect on athletic budget

**NATIONAL LACROSSE DATA BY
THE SPORT AND FITNESS
INDUSTRY ASSOCIATION
PRESENTED BY THE ASPEN
INSTITUTE**

Participation Trends



Project Play - Trends In Sports 2024

<https://projectplay.org/state-of-play-2024-participation-trends>

As girls flag football grows, the sport's leaders may want to monitor what's happening to lacrosse. **In the late 1990s and early 2000s, lacrosse was considered the fastest-growing team sport in America. The latest SFIA data shows lacrosse and wrestling have the steepest participation declines for children ages 6-12 over the past one year, three years and five years (40% decline for both sports).** As lacrosse reached higher levels in recent years with kids specializing at younger ages, Cove said children who play multiple sports fell behind skill-wise in lacrosse, resulting in fewer opportunities to make teams and less joy on the field.

USA Lacrosse, the governing body of the sport in the U.S., said that while the pandemic had a major impact on youth participation, the trends shown by SFIA differ from USA Lacrosse's data. USA Lacrosse pointed to SFIA data showing increases in casual participation and USA Lacrosse's data reflecting youth membership growth (1.9% one-year increase in 2024 for ages 14-and-under and 34% growth for 6-and-under since 2018).

Core v. Casual Participation

Core Participation – playing regularly a number of times per year as defined by the Sport and Fitness Industry Association depending on the sport

Casual Participation – playing an amount below the threshold of core participation; casual could mean participating as little as one time a year

Core v. Casual Participation

<https://www.forbes.com/sites/blakewilliams3012/2017/04/16/more-casual-participation-in-sports-mirrored-in-spending-habits/>

“With regard to team sports, core is a very good indicator of overall commitment to the sport,” Cove said. “Core is a good surrogate for organized, engaged participation on a team, which reflects the health and sustainability of that sport. Casual could mean people coming into the sport, which is good, but also can mean people leaving the sport, or just playing occasionally in an informal setting, both of which suggest a less robust team sport future.”

Core Participation in Select Sports, Ages 6-12

Percentage of children who participated on a regular basis in 2023

Sport	2013	2019	2022	2023	2022-23 Change	# of Kids in 2023
Baseball	14.2%	14.4%	11.5%	11.7%	1.2%	3,326,801
Basketball	16.0%	14.0%	14.0%	14.0%	0.1%	3,983,521
Cheerleading	1.8%	2.9%	2.2%	2.1%	-6.4%	595,060
Flag Football	2.8%	3.5%	3.5%	3.8%	8.1%	1,086,440
Tackle Football	3.5%	2.9%	2.6%	2.7%	4.4%	758,485
Golf	4.9%	4.6%	6.1%	6.1%	0.0%	1,700,000
Gymnastics	2.9%	3.6%	3.0%	2.9%	-6.1%	812,531
Ice Hockey	1.1%	1.2%	1.0%	0.9%	-6.4%	255,567
Lacrosse	0.8%	1.0%	0.7%	0.6%	-18.1%	168,019
Soccer (Outdoor)	9.3%	7.7%	8.0%	7.6%	-5.5%	2,152,491
Softball (Fast-pitch)	1.1%	1.2%	1.2%	1.2%	-3.6%	332,785
Swimming (Team)	1.6%	1.3%	1.0%	1.1%	10.4%	309,066
Tennis	4.1%	4.3%	6.5%	6.3%	-14.3%	1,800,000
Track and Field	1.1%	1.1%	1.0%	1.0%	3.3%	296,309
Volleyball (Court)	2.7%	2.9%	2.5%	2.5%	-0.1%	711,432
Wrestling	0.7%	0.7%	0.5%	0.4%	-14.6%	123,467

Core Participation Rates 6-12 Years Old

Sport	2013	2019	2022	2023	2022-23 Change	# of Kids in 2023
Lacrosse	0.8%	1.0%	0.7%	0.6%	-18.1%	168,019

Source: Sports & Fitness Industry Association. Golf data came from National Golf Foundation. Tennis data came from U.S. Tennis Association.

Note: Core participation means playing regularly a number of times per year as defined by SFIA depending on the sport.

Core Participation in Select Sports, Ages 13-17

Percentage of children who participated on a regular basis in 2023

Sport	2013	2019	2022	2023	2022-23 Change	# of Kids in 2023
Baseball	8.3%	10.4%	8.7%	8.8%	0.9%	1,871,195
Basketball	16.6%	16.5%	16.3%	15.5%	-5.1%	3,282,607
Cheerleading	3.1%	3.0%	2.2%	2.3%	2.2%	485,076
Flag Football	2.6%	2.7%	2.6%	2.6%	-1.6%	542,072
Tackle Football	7.3%	7.0%	6.4%	6.5%	0.4%	1,371,876
Golf	7.1%	5.3%	7.9%	8.3%	5.10%	1,800,000
Gymnastics	1.5%	1.5%	1.1%	1.3%	20.6%	279,408
Ice Hockey	0.8%	1.3%	1.1%	1.1%	1.8%	237,605
Lacrosse	1.8%	2.2%	1.8%	1.7%	-4.10%	359,456
Soccer (Outdoor)	8.2%	7.1%	7.1%	6.6%	-6.3%	1,404,243
Softball (Fast-pitch)	2.1%	2.0%	1.7%	1.7%	2.0%	366,470
Swimming (Team)	3.0%	2.8%	1.9%	1.8%	-4.3%	380,955
Tennis	6.1%	6.8%	8.5%	8.0%	-5.6%	1,700,000
Track and Field	5.8%	5.5%	4.6%	4.5%	-2.9%	955,403
Volleyball (Court)	5.1%	5.6%	5.0%	5.0%	-0.7%	1,051,346
Wrestling	1.1%	1.2%	0.9%	0.8%	-12.7%	162,145

Core Participation Rates 13-17 Years Old

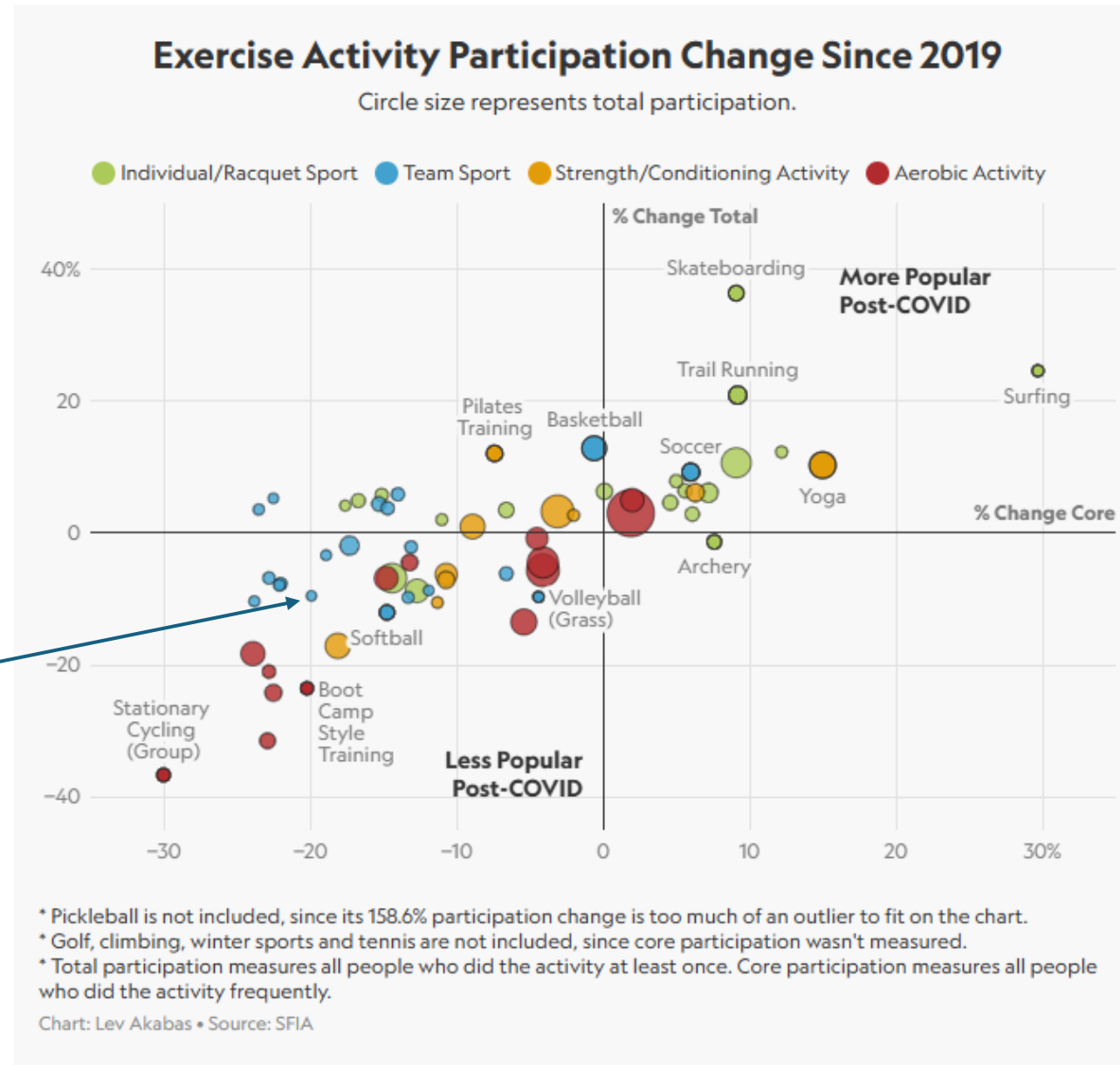
Sport	2013	2019	2022	2023	2022-23 Change	# of Kids in 2023
Lacrosse	1.8%	2.2%	1.8%	1.7%	-4.10%	359,456



Source: Sports & Fitness Industry Association. Golf data came from National Golf Foundation. Tennis data came from U.S. Tennis Association.

Note: Core participation means playing regularly a number of times per year as defined by SFIA depending on the sport.

- <https://www.sportico.com/business/sports/2023/most-popular-sports-participation-2022-1234710470/>

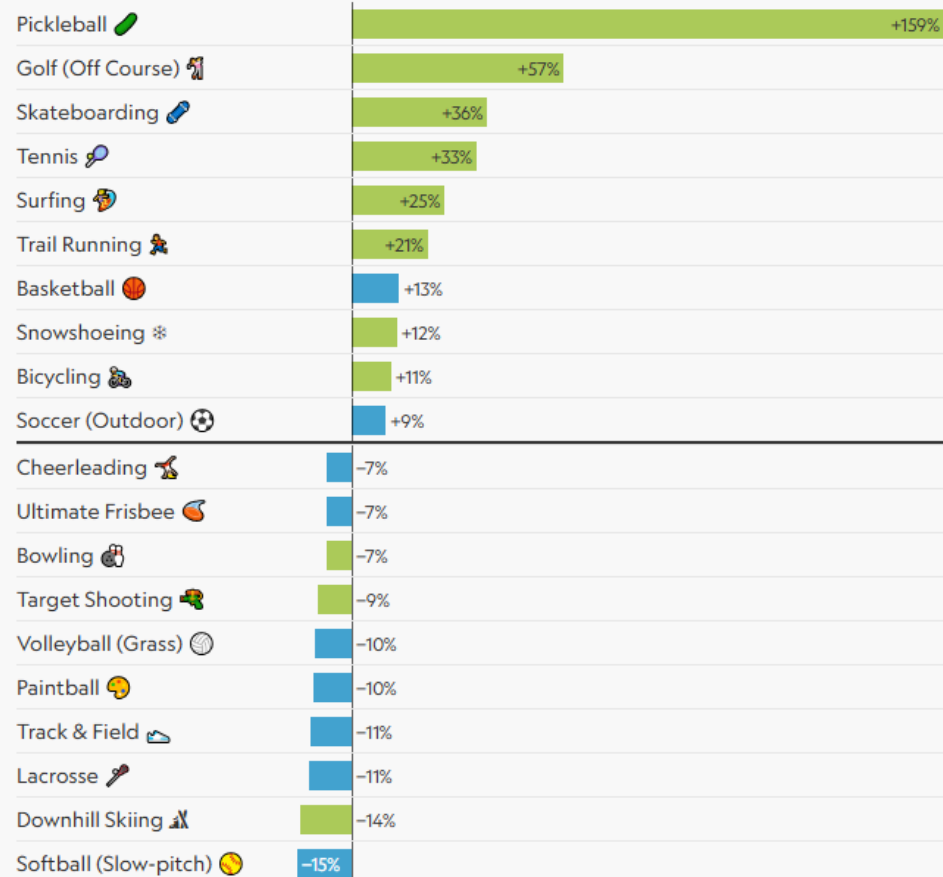


Lacrosse

- <https://www.sportico.com/business/sports/2023/most-popular-sports-participation-2022-1234710470/>

Sports With the Largest Change in Participation Since 2019

Team sports have only partially recovered from the large drop sustained during the pandemic, but many individual and racquet sports have taken off.



Sports were taken from a list of team and individual sports with at least 2 million participants nationwide.

Table: Lev Akabas • Source: SFIA

**TSSAA LACROSSE
INFORMATION 2024-2025 FOR
THE EASTERN ATHLETIC
REGION**

2024-2025 TSSAA BOYS LACROSSE PARTICIPATION EAST ATHLETIC REGION

East TN – TSSAA Athletic Districts 1, 2, and 3, i.e. Northeast TN, Knoxville, Chattanooga areas

Class A Public Schools

- Gibbs 1056 (Halls 1272)
- Pigeon Forge 596
- Sevier County 1244
- Knox West 1465 (Bearden 2017)
- Kingston 660 (Harriman 362)
- Signal Mountain 754 (Red Bank 810)
- Soddy Daisy 1087
- Walker Valley 1480

Class AA Public Schools

- Dobyys-Bennett 2503 (West Ridge 1710)
- Farragut 2100
- Hardin Valley 2127 (South-Doyle 995)
- Maryville 1718
- Science Hill 2380

Black – School sponsoring with enrollment
Red – School Co-oping with enrollment

2024-2025 TSSAA BOYS LACROSSE PARTICIPATION EAST ATHLETIC REGION

East TN – TSSAA Athletic Districts 1, 2, and 3, i.e. Northeast TN, Knoxville, Chattanooga areas

Class A Private Schools

- Boyd Buchanan (**Grace Baptist**)
- Knox Webb
- CAK

Class AA Private Schools

- Knox Catholic
- Baylor
- McCallie

Black – School sponsoring
Red – School Co-oping

BREAKDOWN OF EASTERN ATHLETIC REGION SCHOOLS SPONSORING LACROSSE

Public Schools (By Football Class)

6A – 5/12 schools

5A – 3/22 schools

4A – 3/20 schools

3A – 2/19 schools

3A-6A Schools Sponsoring Lacrosse

13/73 = 17.8%

Private Schools (By Football Class)

A – 1 school

AA – 8 schools

AAA – 3 schools

Private Schools Sponsoring Lacrosse

6/12 = 50%

*Did not include 1A and 2A schools as none of them sponsor lacrosse

Athletic Districts - <https://portal.tssaa.org/common/directory/districts.cfm>

Football Classification - <https://portal.tssaa.org/common/classification/?schoolYear=2024&sportid=1&type=high>

Organization and Results of Lacrosse Survey May 4-9, 2025

- April 27-Placed in School Newsletter viewed by 1031 people

In the audition:

- Sing "Happy Birthday:
- Check your voice range
- Super easy sight reading!

We want to get to know you!

Email Mr. Varnell [varnell@gcschools.net] or Ms. Noble [noble@gcschools.net] with questions!

WE'RE TRAVELING IN SPRING 2025!

Come with us to an exciting city like Chicago, New York City, or Los Angeles! (Pending School Board Approval)

SIGN UP HERE

Upcoming Dates

- May 5 AP Biology 8am
- May 5 Lacrosse Survey Opens
- May 6 AP Human Geography 8am
- May 6 AP US Govt 12pm
- May 7 AP English Lit 8am
- May 9 AP US History 8am
- May 12 AP Calculus AB 8am
- May 12 AP Music Theory 12pm1
- May 12 GHS Award Convocation-6:00pm @ NPAC; Doors open at 5:30pm

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- Share on Mass Notification System Copy the HTML code to this newsletter
- Share to The Educator Hive Share with other educators using Smore

Facebook X Post Pinterest

- April 28-GHS Announcements on Intercom-Next week there will be a Lacrosse Survey if you are interested in playing the sport of lacrosse.
- April 29-GHS Announcements on Intercom-Next week there will be a Lacrosse Survey if you are interested in playing the sport of lacrosse.
- April 30-GHS Announcements on Intercom-Next week there will be a Lacrosse Survey if you are interested in playing the sport of lacrosse.
- May 1-GHS Announcements on Intercom-Next week there will be a Lacrosse Survey if you are interested in playing the sport of lacrosse.
- May 2-GHS Announcements on Intercom-Next week there will be a Lacrosse Survey if you are interested in playing the sport of lacrosse.
- May 4-Placed in School Newsletter viewed by 1602 people

Class of 2025 graduation. Request must be received by [Monday, May 12th](#). The link is also available on the GHS website.

GHS - The Sport of Lacrosse Survey

The Tennessee Secondary Schools Athletic Association (TSSAA) has officially added Boys' and Girls' Lacrosse as sanctioned team sports. Currently, high schools in Johnson City, Kingsport, Gatlinburg/Pigeon Forge, Maryville, and Knoxville have active lacrosse programs. Greenville High School is exploring the possibility of launching Boys' and Girls' Lacrosse Teams, with support from the Greenville Lacrosse Club. Lacrosse is a spring sport with separate teams and distinct rules for boys and girls. No prior experience is required—just enthusiasm and a willingness to be part of something new!

This survey is designed to gauge student interest in forming lacrosse teams at GHS. Your responses will help guide the decision-making process. While completing the survey does not guarantee the program will begin in the 2025–2026 school year, your input is essential in shaping the next steps.

If you have any questions or comments, please contact:

- Brad Woolsey, GHS Athletic Director – woolseyb@gcschools.net
- DeAnna Martin, GHS Principal – martind@gcschools.net

Thank you for your participation—and as always, Go Devils!

[GHS - The Sport of Lacrosse Survey- Click Here](#)

Smore sharing & analytics 3 min

Edit newsletter Preview

Views 1,602

View Analytics

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- Share on Mass Notification System: Copy the HTML code to this newsletter
- Share to The Educator Hive: Share with other educators using Smore

- May 5-GHS Announcements on Intercom-Please take the Lacrosse Survey found on the Devil’s Desk and a link in the newsletter if you may be interested in playing the sport of lacrosse
- May 7-GHS Announcements on Intercom-Please take the Lacrosse Survey found on the Devil’s Desk and a link in the newsletter if you may be interested in playing the sport of lacrosse
- May 8-GHS Announcements on Intercom-Please take the Lacrosse Survey found on the Devil’s Desk and a link in the newsletter if you may be interested in playing the sport of lacrosse
- May 5-GHS Announcements on Intercom-Please take the Lacrosse Survey found on the Devil’s Desk and a link in the newsletter if you may be interested in playing the sport of lacrosse. The deadline to take the survey is today at 3:00.

Options for responses

- Accept responses
- Start date

5/4/2025

1:30 PM
- End date

5/9/2025

3:00 PM

Opening to the survey: The Tennessee Secondary Schools Athletic Association (TSSAA) has officially added **Men’s and Women’s Lacrosse** as sanctioned team sports. Currently, high schools in Johnson City, Kingsport, Gatlinburg/Pigeon Forge, Maryville, and Knoxville have active lacrosse programs.

Greeneville High School is exploring the possibility of launching **Boys’ and Girls’ Lacrosse Teams**, with support from the Greeneville Lacrosse Club. Lacrosse is a spring sport with separate teams and distinct rules for boys and girls. No prior experience is required—just enthusiasm and a willingness to be part of something new!

This survey is designed to **gauge student interest** in forming lacrosse teams at GHS. Your responses will help guide the decision-making process. While completing the survey does not guarantee the program will begin in the 2025–2026 school year, your input is essential in shaping the next steps.

If you have any questions or comments, please contact:

- **Brad Woolsey**, GHS Athletic Director – woolseyb@gcschools.net
- **DeAnna Martin**, GHS Principal – martind@gcschools.net

Thank you for your participation—and as always, **Go Devils!**

Lacrosse Summary

Students who would like for GHS to have a Lacrosse team but “don’t know” if they would choose Lacrosse over another sport


Boys 8

Girls 3

Students who would choose to play Lacrosse at GHS

Boys 11

Girls 5

Lacrosse Survey Results after being cleaned up  [Greeneville High School- The Sport of Lacrosse Survey 4.12.25.xlsx](#)

Lacrosse Survey Results Unedited  [Greeneville High School- The Sport of Lacrosse Survey.xlsx](#)

This sheet has been updated as of June 17, 2025, with preliminary information through May 2025

GREENEVILLE CITY SCHOOLS
2024 - 2025
ACTUAL LOCAL REVENUE COLLECTIONS

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-Up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025
July	\$ -	\$ -	\$ 10,188.94	\$ 7,215.08	\$ 2,979.58	\$ 3,350.75	\$ 2,414.16	\$ 1,685.50	\$ -	\$ -	\$ 11,499.77	\$ 28,078.93	\$ 203.70	\$ 150.39
August	\$ -	\$ -	\$ 4,842.06	\$ 4,666.21	\$ 3,048.78	\$ 3,458.14	\$ 2,206.12	\$ 1,887.89	\$ -	\$ -	\$ 11,499.77	\$ 42,118.39	\$ -	\$ -
September	\$ -	\$ -	\$ 13,393.57	\$ 4,804.03	\$ 3,492.41	\$ 3,041.59	\$ 3,545.99	\$ 2,156.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ 300,200.18	\$ 248,703.61	\$ 13,256.39	\$ 10,069.51	\$ 2,550.59	\$ 1,801.49	\$ 3,113.41	\$ 2,506.17	\$ -	\$ -	\$ 25,443.45	\$ 28,078.92	\$ -	\$ -
November	\$ 236,404.18	\$ 229,493.73	\$ 7,881.24	\$ 7,932.86	\$ 2,117.35	\$ 4,124.75	\$ 2,275.60	\$ 3,401.92	\$ -	\$ 86.94	\$ 13,943.67	\$ 14,039.46	\$ 1,620.30	\$ -
December	\$ 750,450.12	\$ 919,799.79	\$ 5,806.35	\$ 7,138.45	\$ 2,851.38	\$ 6,168.70	\$ 2,598.77	\$ 4,272.65	\$ -	\$ (14.88)	\$ 13,943.67	\$ -	\$ -	\$ 1,721.91
January	\$ 385,111.53	\$ 325,810.87	\$ 7,698.23	\$ 5,790.80	\$ 3,851.37	\$ 1,192.78	\$ 4,070.68	\$ 1,491.38	\$ -	\$ 298.58	\$ 13,943.67	\$ -	\$ -	\$ 553.50
February	\$ 1,218,726.83	\$ 1,312,951.49	\$ 14,904.60	\$ 15,621.66	\$ 883.83	\$ 869.73	\$ 3,129.94	\$ 3,927.54	\$ -	\$ 22,209.02	\$ 13,943.67	\$ -	\$ 933.83	\$ 436.23
March	\$ 126,741.32	\$ 180,409.78	\$ 17,033.51	\$ 15,902.12	\$ 3,582.09	\$ 2,084.28	\$ 6,327.76	\$ 4,905.37	\$ 46.27	\$ 120.56	\$ 13,943.67	\$ 61,019.67	\$ 13.06	\$ -
April	\$ 31,384.61	\$ 34,783.95	\$ -	\$ -	\$ 7,049.70	\$ 2,261.63	\$ 5,334.97	\$ 1,796.83	\$ 180.93	\$ 36.23	\$ 13,943.67	\$ 15,660.07	\$ 712.49	\$ 794.34
May	\$ 16,747.07	\$ 12,416.22	\$ (2,367.94)	\$ -	\$ 9,332.02	\$ 2,642.01	\$ 3,876.88	\$ 1,370.10	\$ -	\$ 214.45	\$ -	\$ 15,531.11	\$ -	\$ -
ADA Adj.	\$ 20,810.06	\$ (29,614.26)	\$ 652.49	\$ (813.83)	\$ 229.57	\$ (234.46)	\$ 244.50	\$ (263.92)	\$ 1.56	\$ (187.74)	\$ 907.52	\$ 3,224.67	\$ 23.93	\$ (30.24)
June														
Totals	\$ 3,086,575.90	\$ 3,234,755.18	\$ 93,289.44	\$ 78,326.89	\$ 41,968.67	\$ 30,761.39	\$ 39,138.78	\$ 29,137.69	\$ 228.76	\$ 22,763.16	\$ 133,012.53	\$ 207,751.22	\$ 3,507.31	\$ 3,626.13
Commission	\$ 61,731.52	\$ 64,695.10	\$ 1,865.79	\$ 1,566.54	\$ 419.69	\$ 307.61	\$ 782.78	\$ 582.75	\$ 4.58	\$ 455.26	\$ 1,330.13	\$ 2,077.51	\$ 35.07	\$ 36.26
Total Net	\$ 3,024,844.38	\$ 3,170,060.08	\$ 91,423.65	\$ 76,760.35	\$ 41,548.98	\$ 30,453.78	\$ 38,356.00	\$ 28,554.94	\$ 224.18	\$ 22,307.90	\$ 131,682.40	\$ 205,673.71	\$ 3,472.24	\$ 3,589.87
Difference		\$ 148,179.28		\$ (14,962.55)		\$ (11,207.28)		\$ (10,001.09)		\$ 22,534.40		\$ 74,738.69		\$ 118.82

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2023-24% of Actual	2024-25% of Actual
	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025	2023-2024	2024-2025		
July	\$ 454,782.19	\$ 475,495.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102.50	\$ 100.74	\$ 482,170.84	\$ 516,076.68	5.7%	5.8%
August	\$ 462,239.10	\$ 477,493.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.89	\$ 83.55	\$ 483,901.72	\$ 529,707.88	5.8%	6.0%
September	\$ 437,371.98	\$ 474,027.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90.29	\$ 127.78	\$ 457,894.24	\$ 484,157.44	5.5%	5.5%
October	\$ 419,680.05	\$ 468,789.74	\$ -	\$ -	\$ -	\$ 4,274.59	\$ -	\$ -	\$ 129.34	\$ 144.97	\$ 764,373.41	\$ 764,369.00	9.1%	8.6%
November	\$ 419,812.07	\$ 439,287.88	\$ -	\$ -	\$ 12,593.93	\$ -	\$ 35.00	\$ 66.20	\$ 134.22	\$ 142.52	\$ 696,817.56	\$ 698,576.26	8.3%	7.9%
December	\$ 426,635.17	\$ 477,478.87	\$ -	\$ -	\$ 11,478.11	\$ -	\$ 35.00	\$ -	\$ 61.01	\$ 71.26	\$ 1,213,859.58	\$ 1,416,636.75	14.4%	16.0%
January	\$ 449,111.79	\$ 485,058.67	\$ -	\$ -	\$ -	\$ 21,347.66	\$ 35.00	\$ 70.00	\$ 70.77	\$ 100.74	\$ 863,893.04	\$ 841,714.98	10.3%	9.5%
February	\$ 539,025.55	\$ 558,038.27	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ 35.00	\$ 34.17	\$ 58.97	\$ 1,791,617.42	\$ 1,914,147.91	21.3%	21.6%
March	\$ 406,493.20	\$ 465,950.79	\$ 12,844.56	\$ 13,553.54	\$ -	\$ -	\$ -	\$ -	\$ 75.65	\$ 63.89	\$ 587,101.09	\$ 744,010.00	7.0%	8.4%
April	\$ 422,302.97	\$ 424,770.99	\$ -	\$ -	\$ 15,567.50	\$ 15,133.76	\$ -	\$ -	\$ 65.89	\$ 73.72	\$ 496,542.73	\$ 495,311.52	5.9%	5.6%
May	\$ 481,655.46	\$ 495,999.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ 117.95	\$ 87.73	\$ 509,361.44	\$ 528,296.20	6.1%	6.0%
ADA Adj.	\$ 30,483.94	\$ (39,086.24)	\$ 88.24	\$ (112.11)	\$ -	\$ -	\$ -	\$ -	\$ 5.70	\$ (7.98)	\$ 53,447.51	\$ (67,126.11)	0.6%	-0.8%
June											\$ -	\$ -	0.0%	0.0%
Totals	\$ 4,949,593.47	\$ 5,203,305.32	\$ 12,932.80	\$ 13,441.43	\$ 39,639.54	\$ 40,756.01	\$ 140.00	\$ 206.20	\$ 953.38	\$ 1,047.89	\$ 8,400,980.58	\$ 8,865,878.51		
Commission	\$ 49,495.93	\$ 52,033.05	\$ 129.33	\$ 134.41			\$ 1.40	\$ 2.06	\$ 9.53	\$ 10.48	\$ 115,805.74	\$ 121,901.05		
Total Net	\$ 4,900,097.54	\$ 5,151,272.27	\$ 12,803.47	\$ 13,307.02	\$ 39,639.54	\$ 40,756.01	\$ 138.60	\$ 204.14	\$ 943.85	\$ 1,037.41	\$ 8,285,174.84	\$ 8,743,977.46		
Difference		\$ 253,711.85		\$ 508.63		\$ 1,116.47		\$ 66.20		\$ 94.51		\$ 464,897.93		

Total budgeted projection for 2024 - 2025 is \$ 9,090,072 The year-to-date collection of \$ 8,743,977 is 96.2% of the total budgeted projection.

The amount collected year-to-date is \$ 464,898 more than this time last year. (This amount does not reflect commission fees.)

Greeneville City Schools Comparative Summary of Revenue Collections For the Month Ended May 31, 2025

<u>LOCAL REVENUE</u>	2023-2024	2024-2025	Variance	Actual % Change
Property Tax	\$ 3,086,575.90	\$ 3,234,755.18	\$ 148,179.28	4.80%
Property Tax - Prior Year	93,289.44	78,326.89	\$ (14,962.55)	-16.04%
Clerk & Master	41,968.67	30,761.39	\$ (11,207.28)	-26.70%
Interest & Penalty	39,138.78	29,137.69	\$ (10,001.09)	-25.55%
Pick-Up Taxes	228.76	22,763.16	\$ 22,534.40	9850.67%
In Lieu Of - Local Utility	133,012.53	207,751.22	\$ 74,738.69	56.19%
In Lieu Of - Other	3,507.31	3,626.13	\$ 118.82	3.39%
Sales Tax	4,949,593.47	5,203,305.32	\$ 253,711.85	5.13%
Bank Excise Tax	12,932.80	13,441.43	\$ 508.63	3.93%
Mixed Drink Tax	39,639.54	40,756.01	\$ 1,116.47	2.82%
Statutory Local Taxes	140.00	206.20	\$ 66.20	47.29%
Marriage Licenses	953.38	1,047.89	\$ 94.51	9.91%
Totals	\$ 8,400,980.58	\$ 8,865,878.51	\$ 464,897.93	5.53%

Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.

** Total budgeted amount of local revenue attributable to the GTC is \$567,916*

<u>TISA REVENUE</u>	2023-2024	2024-2025	Variance
July	\$ 416,759.00	\$ 498,328.00	\$ 81,569.00
August	1,995,544.00	2,083,131.49	\$ 87,587.49
September	1,995,544.43	2,083,131.48	\$ 87,587.05
October	1,995,544.43	2,083,131.48	\$ 87,587.05
November	1,995,544.43	2,083,131.49	\$ 87,587.06
December	1,995,544.43	2,330,048.99	\$ 334,504.56
January	1,995,544.43	2,126,911.93	\$ 131,367.50
February	1,995,544.43	2,114,716.45	\$ 119,172.02
March	2,007,892.00	2,083,131.49	\$ 75,239.49
April	1,995,544.43	2,083,131.48	\$ 87,587.05
May	-	17,717.28	\$ 17,717.28
June	-	-	\$ -
Totals	\$ 18,389,006.01	\$ 19,586,511.56	\$ 1,197,505.55

Greenville City Schools

General Purpose Financial Report

For the Month of May 2025

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<u>REVENUE</u>					
34760	Assigned for Instruction	\$ -	\$ -	328,632.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	20,558.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	115,767.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	138,868.00	0.0%
39000	Unassigned Fund Balance	\$ -	\$ -	923,802.00	0.0%
40000	Local Taxes	\$ 412,985.91	\$ 7,825,681.51	8,521,151.00	91.8%
41000	Marriage Licenses	\$ 65.74	\$ 896.26	1,005.00	89.2%
43511	Tuition	\$ 46,923.59	\$ 734,651.05	748,335.00	98.2% (1)
43570	Receipts from Individual Schools	\$ 14,101.42	\$ 139,516.67	164,650.00	84.7%
44000	Other Local Revenue	\$ 7,820.92	\$ 190,772.74	194,206.00	98.2%
46000	State Education Funds	\$ 4,636.57	\$ 20,558,135.62	21,874,776.00	94.0%
47100	Federal Through State Grants	\$ -	\$ -	50,000.00	0.0%
47590	Other Federal Funds (TEMA)	\$ -	\$ 13,113.71	-	N/A
47600	Direct Federal Funds (ROTC)	\$ 6,654.22	\$ 66,542.20	55,493.00	119.9%
49000	Operating Transfers & Insurance Recovery	\$ 597,460.89	\$ 5,334,033.49	6,199,874.00	86.0%
	Total Revenues	\$ 1,090,649.26	\$ 34,863,343.25	\$ 39,337,117.00	88.6%
<u>EXPENDITURES</u>					
		MTD	YTD		
71100	Regular Instruction	\$ 2,132,090.80	\$ 15,378,010.95	\$ 17,888,179.00	86.0%
71150	Alternative Instruction	21,663.78	154,247.64	158,722.00	97.2%
71200	Special Education	250,674.85	2,303,152.67	2,855,861.00	80.6%
71300	Vocational Education	610,095.06	1,111,762.50	1,472,582.00	75.5%
71400	Student Body	-	120.00	500.00	24.0%
72110	Attendance	11,840.65	141,610.79	126,838.00	111.6% (4)
72120	Health Services	52,453.42	391,112.30	489,984.00	79.8%
72130	Other Student Support	163,219.27	1,248,705.96	1,589,121.00	78.6%
72210	Regular Instruction Support	124,959.17	1,100,390.06	1,485,709.00	74.1%
72220	Special Education Support	48,714.60	365,819.09	334,787.00	109.3% (4)
72230	Vocational Education Support	156.31	2,119.26	35,988.00	5.9%
72250	Technology	79,177.24	826,037.37	1,179,851.00	70.0%
72310	Board of Education	27,110.36	880,196.21	902,175.00	97.6% (2)
72320	Office of Director	56,337.05	556,404.98	439,989.00	126.5% (4)
72410	Office of Principal	242,728.52	2,060,061.32	2,230,496.00	92.4%
72510	Fiscal Services	58,707.42	373,120.96	387,513.00	96.3%
72520	Human Resources	52,077.23	363,064.49	366,723.00	99.0% (3)
72610	Operation of Plant	240,957.84	2,249,748.86	2,533,379.00	88.8% (3)
72620	Maintenance of Plant	89,072.03	1,055,827.63	1,156,420.00	91.3% (3)
72710	Transportation	127,132.18	1,079,309.61	1,267,937.00	85.1%
73100	School Nutrition	-	5,294.35	1,870.00	283.1% (4)
73300	Community Services	81.34	4,750.80	33,412.00	14.2%
73400	Early Childhood Education	66,660.34	525,791.50	614,282.00	85.6%
76100	Capital Outlay	14,707.91	308,750.10	944,767.00	32.7%
81300	Education Debt Service	-	328,400.00	328,400.00	100.0%
99100	Operating Transfers	96,245.60	477,943.00	511,632.00	93.4%
	Total Expenditures	\$ 4,566,862.97	\$ 33,291,752.40	\$ 39,337,117.00	84.6%
	Net Revenue (Expense)	\$ (3,476,213.71)	\$ 1,571,590.85		

Explanation of Footnotes

(1) EOY Tuition Count was 584 Students

(2) 2023-2024 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Routine Encumbrances for Liability Insurance Policies, Software, and Supplies

(4) To Be Addressed in Final 2024-2025 Budget Amendment

(5) Encumbrances Total \$ 1,709,725

Greeneville City Schools

Federal Projects Financial Report

For the Month of May 2025

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 1,484.94	\$ 29,863.30	\$ 53,447.00	55.9%
Consolidated Administration	\$ 16,212.18	\$ 105,012.24	\$ 118,250.00	88.8%
Title I-A	\$ 104,367.07	\$ 518,033.11	811,666.23	63.8%
Title I-A Neglected	\$ -	\$ 45,793.36	74,402.39	61.5%
Title II-A	\$ -	\$ 77,423.60	166,812.02	46.4%
Title III	\$ -	\$ 11,700.56	17,722.63	66.0%
Title IV	\$ -	\$ 30,680.62	51,400.75	59.7%
21st Century	\$ -	\$ 148,883.23	276,250.00	53.9%
Title V	\$ -	\$ 73,095.91	109,686.26	66.6%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ -	\$ 635,434.34	1,064,061.84	59.7%
IDEA Pre-School	\$ -	\$ 14,774.00	14,774.00	100.0%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
McKinney-Vento Hurricane Relief	\$ -	\$ -	5,000.00	0.0%
Total Revenues	\$ 122,064.19	\$ 1,742,528.52	\$ 2,815,307.12	61.9%

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 1,188.61	\$ 31,051.91	\$ 53,447.00	58.1%
Consolidated Administration	\$ 9,463.77	\$ 107,132.95	\$ 118,250.00	90.6%
Title I-A	\$ 63,527.73	\$ 538,989.70	811,666.23	66.4%
Title I-A Neglected	\$ 4,652.26	\$ 55,097.88	74,402.39	74.1%
Title II-A	\$ 6,898.45	\$ 91,213.35	166,812.02	54.7%
Title III	\$ 1,755.38	\$ 15,921.45	17,722.63	89.8%
Title IV	\$ 3,776.29	\$ 38,233.20	51,400.75	74.4%
21st Century	\$ 38,521.54	\$ 217,008.78	276,250.00	78.6%
Title V	\$ 8,737.04	\$ 89,306.49	109,686.26	81.4%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ 82,043.47	\$ 799,332.44	1,064,061.84	75.1%
IDEA Pre-School	\$ -	\$ 14,774.00	14,774.00	100.0%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
McKinney-Vento Hurricane Relief	\$ -	\$ -	5,000.00	0.0%
Total Expenditures	\$ 220,564.54	\$ 2,049,896.40	\$ 2,815,307.12	72.8%

Net Revenue (Expense)	\$ (98,500.35)	\$ (307,367.88)	\$ -	
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*Encumbrances Total \$105,419

Greeneville City Schools General Purpose Budget 2025-2026

Account #	Description	General Purpose Budget 2025-2026
34760	Assigned for Instruction	\$ 246,918
39000	Unassigned Fund Balance- GTC Retiree Obligations	58,668
40000	Local Taxes	9,806,960
41000	Licenses & Permits	1,209
43000	Charges for Current Services (Education)	938,493
44000	Other Local Revenue	285,626
46000	State Education Funds & Other State Revenues	22,699,444
47600	Direct Federal (ROTC)	81,374
49000	City Appropriation, Indirect Cost, & Insurance Recovery	6,029,854
	Total Revenues and Equity	\$ 40,148,546
71100	Regular Instruction	18,387,885
71150	Alternative Instruction Program	186,329
71200	Special Education Program	2,936,396
71300	Vocational Education Program	1,326,099
71400	Student Body Education Program	500
72110	Attendance	131,369
72120	Health Services	480,242
72130	Other Student Support	1,873,271
72210	Regular Instruction - Support	1,309,351
72220	Special Education Program - Support	343,413
72230	Vocational Education Program - Support	2,400
72250	Technology	1,174,312
72310	Board of Education	1,027,562
72320	Office of the Superintendent	613,699
72410	Office of Principal	2,488,969
72510	Fiscal Services	402,339
72520	Human Resources	383,151
72610	Operation of Plant	2,809,225
72620	Maintenance of Plant	1,168,805
72710	Transportation	1,128,792
73300	Community Services	20,000
73400	Early Childhood Education	640,450
76100	Capital Outlay	868,500
81300	Education Debt Service	370,487
99100	Operating Transfers	75,000
	Total Expenses	\$ 40,148,546

Cyber Enterprise Risk Management Insurance Proposal

Contact Information	
To: Blair Burdette	Phone:
Company: BAILEY SPECIAL RISKS INC	Email Address: bburdette@bsrins.com
Westchester Underwriting	Date: 05-06-2025
Company: ACE American Insurance Company	
Pages:	

Account Information	
Applicant Name:	Greeneville City Schools
Applicant Address:	PO Box 1420 Greeneville, TN 37744
Type of submission:	New Business
Line of Coverage:	Chubb Cyber Enterprise Risk Management Policy
Insurance Company:	<u>ACE American Insurance Company</u>
Policy Form:	<u>PF-48169 10/16</u>
Policy Period:	07-01-2025 To 07-01-2026

Cover Letter
<p>Dear Blair Burdette,</p> <p>I am pleased to offer the attached indication for Greeneville City Schools.</p> <p>Thank you for considering Westchester as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.</p> <p>Sincerely,</p> <p>Westchester Underwriting Westchester, A Chubb Company</p>



Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

Only carrier to be ranked number one in more than one category.

CLICK HERE

Applicant Name: Greeneville City Schools.

Subjectivities

Westchester hereby indicates the coverage described below. However, any obligations the Insurer may have under this indication are conditioned upon each of the following conditions having first been met.

1. The Applicant has submitted to the Insurer the following documents, and the Insurer has received such documents no later than close of business on policy inception:
 - Prior to binding, provide details on any remedial actions taken in response to the following claim: CFC – Policy #ESN0139995734 – Claim #C001ESN0139995734.
 - Provide up-to-date loss runs and re-signed submitted application(s) within 30 days of the effective date.
2. If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later.

Chubb Cyber Enterprise Risk Management Policy

Option: 1

Maximum Single Limit of Insurance

\$1,000,000

Maximum Policy Aggregate Limit of Insurance

\$1,000,000

First Party Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
<input checked="" type="checkbox"/>	Cyber Incident Response Fund	Sidecar		
	Cyber Incident Response Team	\$1,000,000/\$1,000,000	\$10,000	\$10,000
	Non-Panel Response Provider	\$250,000/\$250,000	\$10,000	N/A
<input checked="" type="checkbox"/>	Business Interruption Loss and Extra Expenses	\$1,000,000/\$1,000,000	\$10,000/12 Hours	N/A
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expenses			
	Scheduled Providers	N/A	N/A	N/A
	Unscheduled Providers	\$1,000,000/\$1,000,000	\$10,000/12 Hours	N/A

<input checked="" type="checkbox"/>	Digital Data Recovery	\$1,000,000/\$1,000,000	\$10,000	N/A
<input checked="" type="checkbox"/>	Network Extortion	\$1,000,000/\$1,000,000	\$10,000	N/A

* Limits will automatically increase to the limits referenced in the Cyber Incident Response Fund Sidecar endorsement option if the Cyber Incident Response Team is used and subject to all terms of the endorsement. Please refer to the terms and conditions of the Cyber Incident Response Fund Sidecar endorsement.

Third Party Liability Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim
<input checked="" type="checkbox"/>	Cyber, Privacy And Network Security Liability	\$1,000,000/\$1,000,000	\$10,000
	Regulatory Proceedings	\$1,000,000/\$1,000,000	\$10,000
	Payment Card Loss	\$1,000,000/\$1,000,000	\$10,000
<input checked="" type="checkbox"/>	Electronic, Social & Printed Media	\$1,000,000/\$1,000,000	\$10,000

Cyber Other Terms and Conditions

Coverage	Retention	Coinsurance	Limit
Ransomware Encounter	\$10,000	0%	\$1,000,000
Widespread Severe Known Vulnerability Exploit	\$10,000	0%	\$1,000,000
Widespread Software Supply Chain Exploit	\$10,000	0%	\$1,000,000
All Other Widespread Events	\$10,000	0%	\$1,000,000
Widespread Severe Zero Day Exploit	\$10,000	0%	\$1,000,000

Cyber Crime Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
<input checked="" type="checkbox"/>	Computer Fraud	\$500,000/\$500,000	\$10,000
<input checked="" type="checkbox"/>	Funds Transfer Fraud	\$500,000/\$500,000	\$10,000
<input checked="" type="checkbox"/>	Social Engineering Fraud	\$500,000/\$500,000	\$10,000

Optional Extended Reporting Period:12 months for 100% of last annual premium

Retroactive Date (only applicable to Third Party Liability Insuring Agreements): Full Prior Acts
 Pending or Prior Date (only applicable to Third Party Insuring Agreements): 07-01-2025
 Total Due: \$15,101.00

The Following Notice(s) and Endorsement(s) will be added to the basic contract(s)		
Form Number	Title	Form Applicable to Option(s)
TR-19606e (0820)	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE	1
PF-48161c (0916)	SPECIFIED INCIDENT EXCLUSION	1
PF-48169 (1016)	CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY	1
PF-48257 (0918)	CYBER CRIME ENDORSEMENT	1
PF-48275 (0817)	NON-MALICIOUS COMPUTER ACT – SYSTEM FAILURE – BUSINESS INTERRUPTION AND CONTINGENT BUSINESS INTERRUPTION - SUBLIMIT	1
PF-293756 (0120)	HARDWARE OR EQUIPMENT REPLACEMENT WITH SUBLIMIT ENDORSEMENT	1
PF-48259 (1016)	POLICYHOLDER NOTICE CYBER SERVICES FOR INCIDENT RESPONSE	1
PF-48260 (1016)	POLICYHOLDER NOTICE CYBER SERVICES FOR LOSS MITIGATION	1
ALL-20887a (0316)	CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES	1
PF-17914a (0416)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS	1
PF-17993a (0506)	Notice to Policyholders	1
PF-46422 (0715)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT	1
PF-48155 (0916)	ADDITIONAL INSURED - BLANKET PURSUANT TO A CONTRACT - CyberERM	1
PF-48160 (0916)	PERIOD OF RESTORATION - FILL IN	1
PF-48258 (1217)	CYBER INCIDENT RESPONSE FUND SIDE-CAR	1
PF-48340 (1016)	TERMINATION AMENDED - NON CANCELABLE EXCEPT NONPAYMENT OF PREMIUM	1
PF-49485 (0817)	BREACH RESPONSE INDEMNITTEE - BLANKET PURSUANT TO A CONTRACT	1
PF-360103.2 (0223)	GENERAL ENHANCEMENT ENDORSEMENT	1
PF-49501 (0817)	Preventative Shutdown	1
PF-49495 (0817)	EXTORTION THREAT ENHANCEMENT FOR PROTECTED INFORMATION	1
PF-49491 (0817)	Conduct Exclusion Amended – Final, Non-Appealable Adjudication	1
PF-49464 (0817)	Educational Institutions Endorsement	1
PF-49445 (0817)	Duty To Defend A Regulatory Proceeding	1
PF-50954 (0219)	Invoice Fraud Financial Loss Endorsement	1
PF-50955 (0219)	REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION ENDORSEMENT	1
PF-50960 (0219)	Betterment Endorsement	1
Cc-1k11k (1024)	Signatures (All states except OH)	1
PF-56258 (0222)	Musical Work or Composition Exclusion	1
PF-49502 (0219)	CONTINGENT BUSINESS INTERRUPTION LOSS AND EXTRA	1

	EXPENSES – SUPPLY CHAIN RISKS	
PF-50965 (0219)	BIOMETRIC PRIVACY SUBLIMIT ENDORSEMENT	1
PF-48326 (1016)	Amendatory Endorsement – Tennessee	1
PF-333680 (1021)	RANSOMWARE ENCOUNTER ENDORSEMENT	1
PF-333681 (1021)	WIDESPREAD EVENT ENDORSEMENT	1
PF-56230 (1221)	Coordination of Coinsurance Endorsement	1

Please Note the Following for the Terrorism Risk Insurance Act:

Coverage for acts of terrorism is included in your policy. The portion of your annual premium that is attributable to coverage for acts of terrorism is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Conditions of this Indication

This indication will remain valid until the expiration date of the Applicant’s current policy if Applicant has similar coverage found in this indication, otherwise this indication will expire 06-05-2025.

If between the date of this Indication and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer’s option, this indication may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio (“from the beginning”).

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE “HOME STATE” AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT OF 2010 (NRRRA) UPON THE BINDING OF THIS PLACEMENT. IF THE STATE SET FORTH IN THE ABOVE-REFERENCED INSURED ADDRESS IS THE HOME STATE OF THE INSURED, NO ACTION IS REQUIRED. HOWEVER, IF THE HOME STATE OF THE INSURED IS OTHER THAN THAT SET FORTH IN THE INSURED ADDRESS, YOU MUST NOTIFY US IN WRITING PRIOR TO THE BINDING OF THIS PLACEMENT.

Note: If the Insuring Company noted above is either Westchester Surplus Lines Insurance Company or Illinois Union Insurance Company, then this insurance is issued pursuant to the state Surplus Lines laws that the insured is domiciled. Persons insured by Surplus Lines carriers do not have the protection of the above captioned state’s Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

Any applicable taxes, surcharges or countersignature fees, etc., are in addition to the above indicated figures. Your office is responsible for making State Surplus Lines Filings and complying with all applicable laws.

Sincerely,

Westchester Underwriting
Westchester, A Chubb Company

Chubb. Insured.SM

**POLICYHOLDER
DISCLOSURE NOTICE
OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States--

-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will reimburse 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is 0, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Specified Incident Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Cyber Enterprise Risk Management Policy
DigiTech® Enterprise Risk Management Policy**

It is agreed that Section III, Exclusions, is amended by adding the following :

Specified Incident

alleging, based upon, arising out of or attributable to the following, or any **Incident**, fact, circumstance, or situation underlying or alleged therein, or any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in the following, would constitute **Interrelated Incidents**:

CFC – Policy #ESN0139995734 – Claim #C001ESN0139995734
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All other terms and conditions of this **Policy** remain unchanged.

In consideration of the payment of the premium, in reliance upon the **Application**, and subject to the Declarations and the terms and conditions of this **Policy**, the **Insureds** and the **Insurer** agree as follows:

I. INSURING AGREEMENTS

Coverage is afforded pursuant to those Insuring Agreements purchased, as shown in Item 4 of the Declarations.

FIRST PARTY INSURING AGREEMENTS

A. *CYBER INCIDENT RESPONSE FUND*

The **Insurer** will pay **Cyber Incident Response Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

B. *BUSINESS INTERRUPTION AND EXTRA EXPENSES*

The **Insurer** will pay:

1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and
2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**.

C. *DIGITAL DATA RECOVERY*

The **Insurer** will pay the **Digital Data Recovery Costs** incurred by an **Insured** resulting directly from a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

D. *NETWORK EXTORTION*

The **Insurer** will reimburse **Extortion Expenses** incurred by an **Insured** in response to a **Cyber Incident** first discovered by any **Control Group Member** during the **Policy Period**.

THIRD PARTY LIABILITY INSURING AGREEMENTS

E. *CYBER, PRIVACY AND NETWORK SECURITY LIABILITY*

The **Insurer** will pay **Damages** and **Claim Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Cyber Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

F. *ELECTRONIC, SOCIAL AND PRINTED MEDIA LIABILITY*

The **Insurer** will pay **Damages** and **Claim Expenses** by reason of a **Claim** first made against an **Insured** during the **Policy Period** for a **Media Incident** which first occurs on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFINITIONS

When used in this **Policy**:

Act of Cyber-Terrorism means: (i) any act, including force or violence, or the threat thereof, expressly directed against a **Computer System** operated by an **Insured**, by an individual or any group of individuals, whether acting alone, on behalf of or in connection with any entity or government to damage, destroy or access a **Computer System** without authorization; or, (ii) a targeted denial of service attack or transmittal of corrupting or harmful software code at or into the **Insured's Computer System** for social, ideological, religious, economic or political reasons, including intimidating or coercing a government, a civilian population or disrupting any segment of an economy.

Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct renewal or replacement. All such applications, assessments, attachments, information and materials are deemed attached to and incorporated into this **Policy**.

Bodily Injury means injury to the body, sickness, disease, or death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

Business Interruption Loss means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the **Insured's** net profit before income taxes that would have been earned had no **Interruption in Service** of the **Insured's Computer System** occurred.

Claim means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. arbitration or mediation proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against an **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information or similar document;
5. written request directed at an **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding**,
including, where applicable, any appeal therefrom.

Claims Expenses means the reasonable and necessary:

1. attorneys' fees, mediation costs, arbitration expenses, expert witness fees and other fees and costs incurred by the **Insurer**, or by an **Insured** with the **Insurer's** prior written consent, in the investigation and defense of a **Claim**; and
2. premiums for any appeal bond, attachment bond or similar bond, although the **Insurer** shall have no obligation to apply for or furnish such bond.

Claims Expenses shall not include wages, salaries or other compensation of directors, officers, similar executives, or employees of the **Insurer** or any **Insured**.

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities.

Consumer Redress Fund means a sum of money which an **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any amounts paid which constitute taxes, fines, penalties, injunctive relief or sanctions.

Contingent Business Interruption Loss means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the **Insured's** net profit before income taxes that would have been earned had no **Interruption in Service** of a **Shared Computer System** occurred.

Control Group Member means, as applicable, an **Organization's** Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Privacy Officer, Chief Technology Officer, General Counsel, Risk Manager, or the organizational or functional equivalent of such positions.

Costs means:

1. **Cyber Incident Response Expenses;**
2. **Business Interruption Loss;**
3. **Contingent Business Interruption Loss;**
4. **Extra Expenses;**
5. **Digital Data Recovery Costs;** or
6. **Extortion Expenses.**

Cyber Incident means:

1. with respect to Insuring Agreement A, Cyber Incident Response Fund,
 - a. any actual or reasonably suspected **Network Security Failure;**
 - b. any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible, to properly handle, manage, store, destroy, protect, use or otherwise control **Protected Information;**
 - c. any unintentional violation by an **Insured** of any **Privacy or Cyber Law**, including the unintentional wrongful collection of **Protected Information** by an **Insured;**
 - d. any reasonably suspected **Interruption in Service**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement B, Business Interruption And Extra Expenses; or
 - e. any reasonably suspected **Network Extortion Threat**, provided a Limit of Insurance is shown in the Declarations applicable to Insuring Agreement D, Network Extortion;
2. with respect to Insuring Agreement B, Business Interruption And Extra Expenses, an actual **Interruption in Service;**
3. with respect to Insuring Agreement C, Digital Data Recovery, an actual **Network Security Failure** resulting in **Digital Data Recovery Costs;**
4. with respect to Insuring Agreement D, Network Extortion, an actual **Network Extortion Threat;** or
5. with respect to Insuring Agreement E, Cyber, Privacy And Network Security Liability, any error, misstatement, misleading statement, act, omission, neglect, breach of duty or other offense actually or allegedly committed or attempted by any **Insured** in their capacity as such, resulting in or based upon a **Cyber Incident** as referenced in paragraphs 1 – 4 immediately above.

Cyber Incident Response Coach means the law firm within the **Cyber Incident Response Team**, designated for consultative and pre-litigation legal services provided to an **Insured**.

Cyber Incident Response Expenses means those reasonable and necessary expenses paid or incurred by an **Insured** as a result of a **Cyber Incident**. Such expenses are as follows:

1. retaining the services of the **Cyber Incident Response Coach;**
2. retaining the services of a third party computer forensics firm to determine the cause and scope of a **Cyber Incident;**
3. retaining the services of a public relations or crisis communications firm for the purpose of protecting or restoring the reputation of, or mitigating financial harm to, an **Insured;**
4. retaining the services of a law firm to determine the **Insured's** rights under the indemnification provisions of a written agreement between the **Insured** and any other person or entity with respect to a **Cyber Incident** otherwise covered under Insuring Agreements A - E of this **Policy;**
5. expenses required to comply with **Privacy or Cyber Laws**, including:
 - a. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy or Cyber Laws;**

- b. drafting notification letters, and to report and communicate as required with any regulatory, administrative or supervisory authority;
- c. retaining call center and other related services for notification as required by law; or
- d. providing credit monitoring, credit freezing or credit thawing.

For purposes of this paragraph 5, compliance with **Privacy or Cyber Laws** shall follow the law of the applicable jurisdiction that most favors coverage for such expenses;

- 6. expenses not required to comply with **Privacy or Cyber Laws**, and with the **Insurer's** prior consent, for:
 - a. notifying a natural person whose **Protected Information** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
 - b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management service, or fraud alert services for those natural persons who accept an offer made by or on behalf of the **Insured** for, and receive, such services;
 - c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose **Protected Information** has been wrongfully disclosed or otherwise compromised;
 - d. retaining the services of third party identity restoration service to natural persons identified by a licensed investigator as victims of identity theft directly resulting from a **Cyber Incident** otherwise covered under Insuring Agreements A or E;
 - e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a **Cyber Incident**; or
 - f. other services that are deemed reasonable and necessary by the **Insurer**.

Cyber Incident Response Expenses shall not include:

- i. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures, or compliance with **Privacy or Cyber Laws**, to a level beyond that which existed prior to the applicable **Cyber Incident**;
- ii. taxes, fines, penalties, amounts for injunctive relief, or sanctions;
- iii. the **Insured's** money or any money in the **Insured's** care, custody, or control; or
- iv. wages, salaries, and other compensation of directors, officers, similar executives, or employees of an **Organization**, or internal operating costs, expenses, or fees of any **Organization**.

Cyber Incident Response Team means **Pre-Approved Service Providers** who provide services as defined in **Cyber Incident Response Expenses**.

Damages means compensatory damages, any award of prejudgment or post-judgment interest, **Payment Card Loss, Consumer Redress Fund**, settlements, and amounts which an **Insured** becomes legally obligated to pay on account of any **Claim**. **Damages** shall not include:

- 1. any amount for which an **Insured** is not financially liable or legally obligated to pay;
- 2. taxes, fines, penalties or sanctions imposed against an **Insured**, except for **Payment Card Loss** or **Regulatory Fines** otherwise covered under Insuring Agreement E;
- 3. matters uninsurable under the laws pursuant to which this **Policy** is construed;
- 4. punitive or exemplary damages, or the multiple portion of any multiplied damage award, except to the extent that such punitive or exemplary damages, or multiplied portion of any multiplied damage award, are insurable under the applicable laws of any jurisdiction which most favors coverage for such damages and which has a substantial relationship to the **Insured, Insurer, this Policy, or the Claim** giving rise to such damages;
- 5. the cost to an **Insured** to comply with any injunctive, remedial, preventative, or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;

6. consideration owed or paid by or to an **Insured**, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services, or for the reprint, recall, or removal of **Media Content**;
7. liquidated damages pursuant to a contract, to the extent such amount exceeds the amount which the **Insured** would have been liable in the absence of such contract; or
8. penalties against an **Insured** of any nature, however denominated, arising by contract, except for **Payment Card Loss** otherwise covered under Insuring Agreement E.

Digital Data means software or other information in electronic form which is stored on an **Insured's Computer System** or **Shared Computer System**. **Digital Data** shall include the capacity of an **Insured's Computer System** or **Shared Computer System** to store information, process information, and transmit information over the Internet. **Digital Data** shall not include or be considered tangible property.

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination; or
2. **Telephone Fraud Financial Loss**,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above. **Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, restore, recreate or improve **Digital Data** to a level beyond that which existed prior to the applicable **Cyber Incident**;
- b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities, or costs to update, replace, restore, upgrade, maintain, or improve a **Computer System**;
- c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
- d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
- e. any other consequential loss or damages.

Extended Reporting Period means the period of time shown in Item 7B of the Declarations, subject to Section V, Extended Reporting Period.

Extortion Expenses means reasonable and necessary expenses incurred by an **Insured** resulting directly from a **Network Extortion Threat**, including money, cryptocurrencies (including Bitcoin), or other consideration surrendered as payment by an **Insured** to a natural person or group believed to be responsible for a **Network Extortion Threat**. **Extortion Expenses** shall also include reasonable and necessary expenses incurred to mitigate or reduce any of the forgoing expenses.

Extra Expenses means the reasonable and necessary:

1. expenses incurred by an **Insured** to the extent such expenses mitigate, reduce, or avoid an **Interruption in Service**, provided they are in excess of expenses that an **Insured** would have incurred had there been no **Interruption in Service**;
2. expenses incurred by an **Insured** to the extent such expenses reduce the **Period of Restoration**;
3. with the **Insurer's** prior consent, costs incurred by an **Insured** to retain the services of a third party forensic accounting firm to determine the amount of **Business Interruption Loss** or **Contingent Business Interruption Loss**.

Extra Expenses shall not include:

- a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an **Insured's Computer System** or **Shared Computer System** that might cause or contribute to a **Claim**;

- b. costs or expenses incurred to update, restore, replace, upgrade, maintain, or improve any **Computer System**; or
- c. penalties of any nature, however denominated, arising by contract.

Incident means **Cyber Incident** or **Media Incident**.

Insured means:

1. the **Named Insured**;
2. any **Subsidiary** of the **Named Insured**, but only with respect to **Incidents** which occur while it is a **Subsidiary**;
3. any past, present, or future natural person principal, partner, officer, director, trustee, employee, leased employee or temporary employee of an **Organization**, but only with respect to an **Incident** committed within the scope of such natural person's duties performed on behalf of such **Organization**;
4. any past, present or future independent contractor of an **Organization** who is a natural person, agent, or single person entity, but only with respect to the commission of an **Incident** within the scope of such natural person's, agent's, or single person entity's duties, performed on behalf of such **Organization**; or
5. any past, present or future natural person intern or volunteer worker of an **Organization** and who is registered or recorded as an intern or volunteer worker with such **Organization**, but only with respect to an **Incident** within the scope of such natural person's duties performed on behalf of such **Organization**.

Insured's Computer System means a **Computer System** leased, owned or operated by an **Insured** or operated solely for the benefit of an **Insured** by a third party under written contract with an **Insured**.

Insurer means the insurance company providing this insurance.

Interrelated Incidents means all **Incidents** that have as a common nexus any act, fact, circumstance, situation, event, transaction, cause or series of related acts, facts, circumstances, situations, events, transactions or causes.

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**;

caused by a **Malicious Computer Act**.

Malicious Computer Act means malicious or fraudulent:

1. unauthorized access to or use of a **Computer System**;
2. alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of **Digital Data**;
3. creation, transmission, or introduction of a computer virus or harmful code into a **Computer System**; or
4. restriction or inhibition of access, including denial of service attacks, upon or directed against a **Computer System**.

Media Content means any data, text, sounds, images, graphics, music, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms. **Media Content** shall not include computer software, software technology, or the actual goods, products or services described, illustrated or displayed in such **Media Content**.

Media Incident means any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any **Insured**, or by any person or entity for whom an **Insured** is legally responsible, in the public display of:

1. **Media Content** on an **Insured's** website or printed material; or
2. **Media Content** posted by or on behalf of an **Insured** on any social media site or anywhere on the Internet,

which results in the following:

- a. copyright infringement, passing-off, plagiarism, piracy, or misappropriation of property rights;
- b. infringement or dilution of title, logo, slogan, domain name, metatag, trademark, trade name, service mark, or service name;
- c. defamation, libel, slander, or any other form of defamation or harm to the character, reputation or feelings of any person or entity, including product disparagement, trade libel, outrage, infliction of emotional distress, or *prima facie* tort;
- d. invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, or misappropriation of name or likeness;
- e. false arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
- f. improper deep linking or framing; or
- g. unfair competition or unfair trade practices, including misrepresentations in advertising, solely when alleged in conjunction with the alleged conduct referenced in items a–f immediately above.

Named Insured means the entity shown in Item 1 of the Declarations.

Network Extortion Threat means any credible threat or series of related threats directed at an **Insured** to:

1. release, divulge, disseminate, destroy or use **Protected Information** or confidential corporate information of an **Insured** taken from an **Insured** as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;
2. cause a **Network Security Failure**;
3. alter, corrupt, damage, manipulate, misappropriate, delete or destroy **Digital Data**; or
4. restrict or inhibit access to an **Insured's Computer System** or **Shared Computer System**;

where the **Insured** makes a payment or a series of payments, or otherwise meets a demand, in exchange for the mitigation or removal of such threat or series of related threats.

Network Security means those activities performed by an **Insured**, or by others on behalf of an **Insured**, to protect an **Insured's Computer System** or **Shared Computer System**.

Network Security Failure means a failure in **Network Security**, including the failure to prevent a **Malicious Computer Act**.

Non-Panel Response Provider means any firm providing the services shown in the definition of **Cyber Incident Response Expenses** to an **Insured** that is not a **Pre-Approved Response Provider**.

Organization means the **Named Insured** and any **Subsidiary**.

Payment Card means an authorized account, or evidence of an account, for a credit card, debit card, charge card, fleet card or stored value card between the **Payment Card Brand** and its customer.

Payment Card Brand means any payment provider whose payment method is accepted for processing, including Visa Inc. International, MasterCard Worldwide, Discover Financial Services, American Express Company, and JCB International.

Payment Card Industry Data Security Standards means the rules, regulations, standards or guidelines adopted or required by the **Payment Card Brand** or the Payment Card Industry Data Security Standards Council relating to data security and the safeguarding, disclosure and handling of **Protected Information**.

Payment Card Loss means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries which an **Insured** becomes legally obligated to pay as a result of an **Insured's** actual or alleged failure:

1. of **Network Security**; or
2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**,

where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:

1. subsequent fines or assessments for continued non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement; or
2. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.

Period of Restoration means the continuous period of time that:

1. begins with the earliest date of an **Interruption in Service**; and
2. ends on the date when an **Insured's Computer System** or **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service**. In no event shall the **Period of Restoration** exceed sixty (60) days.

Policy means, collectively, the Declarations, **Application**, this policy form and any endorsements attached hereto.

Policy Period means the period of time shown in Item 2 of the Declarations, unless changed pursuant to Section XV, Termination of this Policy.

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

Pre-Approved Response Provider means any firm listed on the **Insurer's** pre-approved service provider list available on request from the **Insurer** or on the pre-approved service provider list specified on the website shown in Item 9A of the Declarations.

Privacy or Cyber Laws means any local, state, federal, and foreign identity theft and privacy protection laws, legislation, statutes, or regulations that require commercial entities that collect **Protected Information** to post privacy policies, adopt specific privacy or security controls, or notify individuals in the event that **Protected Information** has potentially been compromised.

Property Damage means physical injury to, or loss or destruction of, tangible property, including the loss of use thereof whether or not it is damaged or destroyed.

Protected Information means the following, in any format:

1. a natural person's name, e-mail address, social security number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, unpublished telephone number, account number, account histories, personally identifiable photos, personally identifiable videos, Internet browsing history, biometric records, passwords or other non-public personal information as defined in any **Privacy or Cyber Laws**; or
2. any other third party confidential or proprietary information:
 - a. provided to an **Insured** and protected under a nondisclosure agreement or similar contract; or
 - b. which an **Organization** is legally responsible to maintain in confidence.

Regulatory Fines means any civil monetary fine or penalty imposed by a federal, state, local or foreign governmental entity in such entity's regulatory or official capacity as a result of a **Regulatory Proceeding**. **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement, or the multiple portion of any multiplied damage award.

Regulatory Proceeding means a suit, civil investigation or civil proceeding by or on behalf of a government agency, government licensing entity, or regulatory authority, commenced by the service of a complaint or similar pleading based on an alleged or potential violation of **Privacy or Cyber Laws** as a result of a **Cyber Incident**, and which may reasonably be expected to give rise to a **Claim** under Insuring Agreement E.

Retroactive Date means the date shown in Item 5 of the Declarations.

Shared Computer System means a **Computer System**, other than an **Insured's Computer System**, operated for the benefit of an **Insured** by a third party under written contract with an **Insured**, including data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms, software, and infrastructure-as-a-service.

Subsidiary means:

1. any entity while more than fifty percent (50%) of the outstanding securities representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or equivalent positions of such entity are owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**;
2. any entity formed as a partnership while more than fifty percent (50%) of the ownership interests representing the present right to vote for election of or to appoint the management or executive committee members or equivalent positions of such entity are owned, or controlled, by the **Named Insured**, directly or through one or more **Subsidiaries**; or
3. any entity while:
 - a. exactly fifty percent (50%) of the voting rights representing the present right to vote for election of or to appoint directors, trustees, managers, members of the Board of Managers or equivalent positions of such entity are owned, or controlled, by the **Named Insured**, directly or through one of more **Subsidiaries**; and
 - b. the **Named Insured**, pursuant to a written contract with the owners of the remaining and outstanding voting stock of such entity, solely controls the management and operation of such entity.

Telephone Fraud Financial Loss means toll and line charges which an **Insured** incurs, solely as a result of the fraudulent infiltration and manipulation of the **Insured's Telephone System** from a remote location to gain access to outbound long distance telephone service.

Telephone System means PBX, CBX, Merlin, VoIP, remote access (including DISA), and all related peripheral equipment or similar systems owned or leased by an **Insured** for purposes of voice-based telecommunications.

Trade Secret means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives actual or potential economic value from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

Waiting Period means the number of hours shown in Item 4 of the Declarations.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

The **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**:

1. Conduct

alleging, based upon, arising out of or attributable to:

- a. any dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication against, binding arbitration against, adverse admission by, finding of fact against, or plea of *nolo contendere* or no contest by, the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

2. Prior Knowledge

alleging, based upon, arising out of or attributable to any **Incident** that first occurred, arose or took place prior to the earlier of the effective date of this **Policy**, or the effective date of any **Policy** issued by the **Insurer** of which this **Policy** is a continuous renewal or a replacement, and any **Control Group Member** knew of such **Incident**; and, with respect to Insuring Agreements E and F, any **Control Group Member** reasonably could have foreseen that such **Incident** did or could lead to a **Claim**.

3. Pending or Prior Proceedings

alleging, based upon, arising out of, or attributable to:

- a. any pending or prior litigation, **Claim**, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation filed or commenced on or before the Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
- b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, demand, arbitration, administrative or regulatory proceeding or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.

4. Prior Notice

alleging, based upon, arising out of, or attributable to:

- a. any **Incident**, fact, circumstance or situation which has been the subject of any written notice given and accepted under any other policy before the effective date of this **Policy**; or
- b. any other **Incident** whenever occurring which, together with an **Incident** which has been the subject of such notice, would constitute **Interrelated Incidents**.

5. Bodily Injury

for any **Bodily Injury**. However, solely with respect to Insuring Agreement E and Insuring Agreement F, this exclusion shall not apply to mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock resulting from an **Incident**.

6. Property Damage

alleging, based upon, arising out of, or attributable to **Property Damage**.

7. Pollution

alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

8. Infrastructure Outage

alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, Internet access service provided by the Internet service provider that hosts an **Insured's** website, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure:

- a. under an **Insured's** operational control which are a result of a **Network Security Failure**;
- b. solely with respect to Insuring Agreement B, which are the result of a **Cyber Incident** impacting a **Shared Computer System**; or
- c. solely with respect to Insuring Agreement E, which are the result of a **Cyber Incident**.

9. War

alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hijacking, hostilities or warlike operations (whether war is declared or not), military or usurped power, civil commotion assuming the proportions of or amounting to an uprising, strike, lock-out, riot, civil war, rebellion, revolution, or insurrection. However, this exclusion shall not apply to an **Act of Cyber-Terrorism** that results in a **Cyber Incident**.

10. Nuclear

alleging, based upon, arising out of or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste, storage or disposal site, or any other nuclear facility, the transportation of nuclear material, or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

11. Contract

for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including any actual or alleged liability assumed by an **Insured**, unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreement E, **Payment Card Loss**;
- b. solely with respect to Insuring Agreements A or E, an **Insured's** contractual obligation to maintain the confidentiality or security of third party personal or corporate information; or
- c. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

12. Fees or Chargebacks

alleging, based upon, arising out of or attributable to:

- a. any fees, expenses, or costs paid to or charged by an **Insured**; or
- b. chargebacks, chargeback fees, interchange fees or rates, transfer fees, transaction fees, discount fees, merchant service fees, or prospective service fees.

However, solely with respect to Insuring Agreement E, this exclusion shall not apply to **Payment Card Loss**.

13. Intellectual Property

alleging, based upon, arising out of or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by any **Insured**. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

14. Antitrust or Unfair Trade Practices

alleging, based upon, arising out of or attributable to any price fixing, restraint of trade, monopolization, interference with economic relations (including interference with contractual relations or with prospective advantage), unfair competition, unfair business or unfair trade practices, or any violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price discrimination, predatory pricing, restraint of trade, unfair competition, unfair business or unfair trade practices, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreement E, a **Claim** resulting directly from a violation of **Privacy or Cyber Laws**; or
- b. solely with respect to Insuring Agreement F, a **Claim** for a **Media Incident** as defined in paragraph g of such definition.

15. Consumer Protection Laws

alleging, based upon, arising out of or attributable to any violation by an **Insured** of the Truth in Lending Act, Fair Debt Collection Practices Act, or the Fair Credit Reporting Act or any amendments thereto or any rules or regulations promulgated thereunder, including the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

16. ERISA or Securities Law Violation

alleging, based upon, arising out of or attributable to an **Insured's** violation of:

- a. the Employee Retirement Income Security Act of 1974, as amended;
- b. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state or local securities law,

and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state or common law. However, solely with respect to Insuring Agreements A or E, paragraph a, immediately above, shall not apply.

17. Discrimination or Employment Practices

alleging, based upon, arising out of or attributable to any illegal discrimination of any kind, or any employment relationship, or the nature, terms or conditions of employment, including claims for workplace torts, wrongful termination, dismissal or discharge, or any discrimination, harassment, breach of employment contract or defamation. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Cyber Incident**.

18. Unsolicited Communications

alleging, based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, e-mails or other communications by or on behalf of an **Insured**, including actions brought under the Telephone Consumer Protection Act, any federal or state anti-spam statutes, or any other federal or state statute, law, rule, regulation or common law relating to a person's or entity's right of seclusion. However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting from a **Cyber Incident** as defined under subparagraph 1(c) of such definition.

19. Unlawful Use or Collection of Protected Information

alleging, based upon, arising out of or attributable to the unlawful use or collection of **Protected Information**, or the failure to provide adequate notice that such information is being collected or used, by an **Insured**, with knowledge of any **Control Group Member**.

20. Intentional Failure to Disclose

alleging, based upon, arising out of or attributable to an **Insured's** intentional failure to disclose the loss of **Protected Information** in violation of any law or regulation. However, this exclusion will not apply when an **Insured's** failure to disclose occurs pursuant to an order from a law enforcement or government authority in the course of a criminal investigation. Solely with respect to Insuring Agreement E, only facts pertaining to and knowledge possessed by any **Control Group Member** shall be imputed to other **Insureds**.

B. EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS

In addition to the Exclusions in Section IIIA above, the **Insurer** shall not be liable for **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**:

1. Force Majeure

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature or any other physical event, however caused and whether contributed to, made worse by, or in any way results from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**.

2. Governmental Authority

solely with respect to Insuring Agreements C and D, alleging, based upon, arising out of, or attributable to any action of a public or governmental authority, including the seizure, confiscation or destruction of an **Insured's Computer System, a Shared Computer System** or an **Insured's Digital Data**.

3. Insured v. Insured

solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured**. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the loss of **Protected Information** resulting from a **Cyber Incident**.

4. Licensing Entities

solely with respect to Insuring Agreement F, alleging, based upon, arising out of or attributable to any action brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other federal, state, or local government agency or ASCAP, SESAC, BMI or other licensing or rights entities in such entity's regulatory, quasi-regulatory, or official capacity, function or duty.

5. False Advertising or Misrepresentation

solely with respect to Insuring Agreement F, alleging, based upon, arising out of or attributable to any inaccurate, inadequate, or incomplete description of the price of goods, products or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, product or services to conform with advertised quality or performance.

6. Contest or Game of Chance

solely with respect to Insuring Agreement F, alleging, based upon, arising out of or attributable to any gambling, contest, game of chance or skill, lottery, or promotional game, including tickets or coupons or over-redemption related thereto.

IV. SPOUSES, COMMON LAW PARTNERS, ESTATES AND LEGAL REPRESENTATIVES

Coverage under this **Policy** shall extend to any **Claim** for any **Incident** made against:

- A. the lawful spouse or domestic partner of a natural person **Insured** solely by reason of such spouse's or domestic partner's status as a spouse or domestic partner, or such spouse's or domestic partner's ownership interest in property which the claimant seeks as recovery in such **Claim**; or
- B. the estate, heirs, legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is deceased, or the legal representatives or assigns of a natural person **Insured** if such natural person **Insured** is legally incompetent, insolvent or bankrupt,

provided that:

- 1. no coverage is provided for any act, error, or omission of an estate, heir, legal representative, assign, spouse or domestic partner; and
- 2. all of the terms and conditions of this **Policy** including, without limitation, all applicable Retentions shown in Item 4 of the Declarations apply to such **Claim**.

V. EXTENDED REPORTING PERIOD

- A. Solely with respect to Insuring Agreements A, E, and F, if the **Insurer** terminates or does not renew this **Policy** (other than for failure to pay a premium when due), or if the **Named Insured** terminates or does not renew this **Policy** and does not obtain replacement coverage as of the effective date of such termination or nonrenewal, the **Named Insured** shall have the right, upon payment of the additional premium shown in Item 7A of the Declarations and subject to the terms specified in Subsections B-E directly below, to a continuation of the coverage granted by this **Policy** for an **Extended Reporting Period** shown in Item 7B of the Declarations following the effective date of such termination or non-renewal.
- B. Coverage for the **Extended Reporting Period** shall be only for **Claims** first made or **Incidents** first discovered during such **Extended Reporting Period** and arising from **Incidents** taking place prior to the effective date of such termination or non-renewal. This right to continue coverage shall lapse unless written notice of such election is given by the **Named Insured** to the **Insurer**, and the **Insurer** receives payment of the additional premium shown in Item 7A of the Declarations, within thirty (30) days following the effective date of termination or non-renewal.
- C. The **Extended Reporting Period** is non-cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and non-refundable upon payment.
- D. The **Extended Reporting Period** shall not increase or reinstate any Limits of Insurance. The Limits of Insurance as shown in Item 3 and Item 4 of the Declarations shall apply to both the **Policy Period** and the **Extended Reporting Period**, combined.
- E. A change in **Policy** terms, conditions, exclusions or premiums shall not be considered a non-renewal for purposes of triggering the rights to the **Extended Reporting Period**.

VI. LIMITS OF INSURANCE

Regardless of the number of Insuring Agreements purchased under this **Policy**, or the number of **Incidents**, **Insureds** against whom **Claims** are brought, **Claims** made or persons or entities making **Claims**:

A. MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE

The **Insurer's** maximum limit of insurance under all Insuring Agreements resulting from all **Claims** first made and **Incidents** first discovered during the **Policy Period** is shown in Item 3B of the Declarations, Maximum Policy Aggregate Limit of Insurance.

B. AGGREGATE LIMIT FOR ALL INCIDENTS OR CLAIMS UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under any one Insuring Agreement shall be the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations,

which shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

C. MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for each **Incident** or **Claim** under any one Insuring Agreement shall be the applicable Each **Incident** or **Claim** Limit shown in Item 4 of the Declarations, which shall be part of, and not in addition to, the applicable Aggregate Limit for all **Incidents** or **Claims** shown in Item 4 of the Declarations, and the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

D. MAXIMUM LIMIT OF INSURANCE FOR ALL INTERRELATED INCIDENTS AND CLAIMS

All **Claims** arising out of the same **Incident** and all **Interrelated Incidents** shall be deemed to be one **Claim**, and such **Claim** shall be deemed to be first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

All **Interrelated Incidents** shall be deemed to be one **Incident**, and such **Incident** shall be deemed to be first discovered, on the date the earliest of such **Incidents** is first discovered, regardless of whether such date is before or during the **Policy Period**.

The maximum limit of insurance for all **Interrelated Incidents** and **Claims** arising out of such **Interrelated Incidents** shall be the Maximum Single **Incident** or **Claim** Limit of Insurance shown in Item 3A of the Declarations, regardless of whether **Costs**, **Damages** or **Claims Expenses** from a single **Incident** or **Claim** are covered under more than one Insuring Agreement. Notwithstanding anything in this paragraph to the contrary, in no event shall the **Insurer** pay more than the applicable:

1. Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations,
2. Aggregate Limit for all **Incidents** or **Claims** under any one Insuring Agreement shown in Item 4 of the Declarations, and
3. Each **Incident** or **Claim** Limit under any one Insuring Agreement shown in Item 4 of the Declarations.

E. **Costs**, **Damages** and **Claims Expenses** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance. If the applicable Limit of Insurance is exhausted by payment of **Costs**, **Damages** and **Claims Expenses**, the obligations of the **Insurer** under this **Policy** shall be completely fulfilled and extinguished.

F. Any sub-limits shown in the Declarations or added by endorsement to this **Policy** shall be part of and not in addition to the applicable Limit of Insurance shown in the Declarations, and shall reduce such applicable Limit of Insurance.

VII. RETENTION

A. The liability of the **Insurer** shall apply only to that part of **Costs**, **Damages**, and **Claims Expenses** which is in excess of the applicable Retention amount shown in Item 4 of the Declarations. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

B. With respect to Insuring Agreement B, the **Insurer** will pay the actual **Business Interruption Loss**, **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured**:

1. once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired; and
2. which is in excess of the applicable Retention amount shown in Item 4B of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service**.

Any **Business Interruption Loss** or **Contingent Business Interruption Loss** incurred by an **Insured** during the **Waiting Period**, and resulting from an **Interrelated Incident** with **Extra Expenses**, shall reduce and may exhaust any applicable Retention.

C. A single Retention amount shall apply to **Costs**, **Damages**, and **Claims Expenses**, arising from all **Incidents** or **Claims** alleging an **Interrelated Incident**.

- D. If a single **Incident** or **Claim**, or **Interrelated Incidents** are subject to different Retentions, the applicable Retention shall be applied separately to each part of the **Costs, Damages, and Claim Expenses**, but the sum of such Retentions shall not exceed the largest applicable Retention.

VIII. NOTICE

- A. Urgent crisis management assistance by the **Cyber Incident Response Coach** is available at the hotline number shown in the Declarations. Use of the services of the **Cyber Incident Response Coach** for a consultation DOES NOT constitute notice under this **Policy** of a **Cyber Incident** or **Claim**. In order to provide notice under this **Policy**, such notice must be given in accordance with and is subject to Subsections B-D of this Section VIII.

- B. An **Insured** shall, as a condition precedent to such **Insured's** rights under this **Policy**, give to the **Insurer** written notice of any **Incident** or **Claim** as soon as practicable after any **Control Group Member** discovers such **Incident** or becomes aware of such **Claim**, but in no event later than:

1. if this **Policy** expires (or is otherwise terminated) without being renewed with the **Insurer**, ninety (90) days after the effective date of such expiration or termination; or
2. the expiration of the **Extended Reporting Period**, if applicable,

provided that if the **Insurer** sends written notice to the **Named Insured**, stating that this **Policy** is being terminated for nonpayment of premium, an **Insured** shall give to the **Insurer** written notice of such **Claim** prior to the effective date of such termination.

- C. If, during the **Policy Period**, any **Control Group Member** first becomes aware of any specific **Incident** which may reasonably give rise to a future **Claim** under this **Policy**, and written notice is given to the **Insurer** during the **Policy Period**, of the:

1. nature of the **Incident**;
2. identity of the **Insureds** allegedly involved;
3. circumstances by which the **Insureds** first became aware of the **Incident**;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the **Incident**; and
6. nature of the potential **Damages**;

then any **Claim** which arises out of such **Incident** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. The **Insurer** will not pay for **Damages** or **Claims Expenses** incurred prior to the time such **Incident** results in a **Claim**.

- D. All notices under any provision of this **Policy** shall be given as follows:

1. Notice to the **Insureds** may be given to the **Named Insured** at the address shown in Item 1 of the Declarations.
2. Notice to the **Insurer** of any **Incident** or **Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 9A of the Declarations.
3. All other notices to the **Insurer** under this **Policy** shall be given to the **Insurer** at the physical address shown in Item 9B of the Declarations.

Notice given as set out above shall be deemed to be received and effective upon actual receipt thereof by the addressee, or one day following the date such notice is sent, whichever is earlier. When any such notices are sent to a physical address, such notices shall be sent by prepaid express courier or certified mail properly addressed to the appropriate party.

IX. DEFENSE AND SETTLEMENT

- A. Except as provided in Subsection B of this Section IX, the **Insurer** shall have the right and duty to defend any **Claim** brought against an **Insured** even if such **Claim** is groundless, false or fraudulent.

The **Insurer** shall consult and endeavor to reach an agreement with the **Insured** regarding the appointment of counsel, but shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** as it deems necessary.

- B. The **Insurer** shall have the right, but not the duty, to defend any **Regulatory Proceeding**. For such **Claims**, the **Insured** shall select defense counsel from the **Insurer's** list of approved law firms, and the **Insurer** reserves the right to associate in the defense of such **Claims**.
- C. No **Insured** shall settle any **Claim**, incur any **Claims Expenses**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** written consent, which shall not be unreasonably withheld.
- D. The **Insurer** shall not settle any **Claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, then the **Insurer's** applicable Limit of Insurance under this **Policy** with respect to such **Claim** shall be reduced to:
 1. the amount of **Damages** for which the **Claim** could have been settled plus all **Claims Expenses** incurred up to the time the **Insurer** made its recommendation to the **Named Insured**; plus
 2. eighty percent (80%) of all subsequent covered **Damages** and **Claims Expenses** in excess of such amount referenced in paragraph (1) immediately above, which amount shall not exceed that portion of any applicable Limit of Insurance that remains unexhausted by payment of **Costs**, **Damages**, and **Claims Expenses**. The remaining twenty percent (20%) of all subsequent covered **Damages** and **Claims Expenses** shall be borne by the **Insureds** uninsured and at their own risk. However, this provision does not apply to any potential settlement that is within the Retention.
- E. The **Insurer** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **Claim** after any applicable Limit of Insurance has been exhausted by payment of **Costs**, **Damages**, or **Claims Expenses**, or by any combination thereof, or after the **Insurer** has deposited the remainder of any unexhausted applicable Limit of Insurance into a court of competent jurisdiction. In either such case, the **Insurer** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **Claim** by tendering control of such **Claim** to the **Insured**.
- F. The **Insureds** shall cooperate with the **Insurer** and provide to the **Insurer** all information and assistance which the **Insurer** reasonably requests including attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **Claim** covered by this **Policy**. The **Insured** shall do nothing that may prejudice the **Insurer's** position. The **Insureds** shall immediately forward to the **Insurer**, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.
- G. With the exception of paragraph 6 of the **Cyber Incident Response Expenses** definition, an **Insured** has the right to incur **Cyber Incident Response Expenses** without the **Insurer's** prior consent. However, the **Insurer** shall, at its sole discretion and in good faith, pay only for such expenses that the **Insurer** deems to be reasonable and necessary.

X. **PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS**

- A. Requests for payment or reimbursement of **Costs** incurred by an **Insured** shall be accompanied by a proof of loss with full particulars as to the computation of such **Costs**. Such proof of loss will include in detail how the **Costs** were calculated, and what assumptions have been made, and shall include documentary evidence, including any applicable reports, books of accounts, bills, invoices and other vouchers or proofs of payment made by an **Insured** in relation to such **Costs**. Furthermore, the **Insureds** shall cooperate with, and provide any additional information reasonably requested by, the **Insurer** in its review of **Costs**, including the right to investigate and audit the proof of loss and inspect the records of an **Insured**.
- B. With respect to Insuring Agreement B, the **Business Interruption Loss** or **Contingent Business Interruption Loss** will be determined taking full account and due consideration of an **Insured's** proof of loss and in addition, the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss** or **Contingent Business Interruption Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

XI. ALLOCATION

If a **Claim** includes both covered and uncovered matters, then coverage shall apply as follows:

- A. **Claims Expenses:** One hundred percent (100%) of **Claims Expenses** incurred by any **Insured** on account of such **Claim** shall be considered covered provided that the foregoing shall not apply with respect to: (i) a **Regulatory Proceeding**; or, (ii) any **Insured** for whom coverage is excluded pursuant to Exclusion III.A.1 or Section XIV, Subsection C. With respect to a **Regulatory Proceeding**, amounts for covered **Claims Expenses** and for uncovered fees, costs and expenses shall be allocated based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.
- B. **Loss other than Claims Expenses:** all remaining loss incurred by such **Insured** from such **Claim** shall be allocated between covered **Damages** and uncovered damages based upon the relative legal and financial exposures of, and the relative benefits obtained by, the parties to such matters.

XII. OTHER INSURANCE

If any **Costs, Damages or Claims Expenses** covered under this **Policy** are covered under any other valid and collectible insurance, then this **Policy** shall cover such **Costs, Damages or Claims Expenses**, subject to the **Policy** terms and conditions, only to the extent that the amount of such **Costs, Damages or Claims Expenses** are in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Insurance provided by this **Policy**.

XIII. MATERIAL CHANGES IN EXPOSURE

A. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, during the **Policy Period**, the **Named Insured**:

- 1. acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
- 2. acquires any entity by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such entity and its natural person **Insureds** shall be covered under this **Policy** but only with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Claims for Incidents**, or **Incidents**, as applicable, taking place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

- 1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
- 2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least fifty percent (50%) of the directors, trustees, managers, members of the Board of Managers, management or executive committee members or equivalent positions of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to **Claims for Incidents**, or **Incidents**, as applicable, taking place after such event. This **Policy** may not be cancelled after the effective time of the event, and the entire premium for this **Policy** shall be deemed earned as of such time.

C. TERMINATION OF A SUBSIDIARY

If, before or during the **Policy Period**, an entity ceases to be a **Subsidiary**, coverage with respect to such **Subsidiary** and any **Insured** (as defined in paragraphs 3, 4 and 5 of such definition) of the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to **Claims** for **Incidents**, or **Incidents**, as applicable, taking place prior to the date such entity ceased to be a **Subsidiary**.

XIV. REPRESENTATIONS

- A. In granting coverage to any **Insured**, the **Insurer** has relied upon the declarations and statements in the **Application** for this **Policy**. Such declarations and statements are the basis of the coverage under this **Policy** and shall be considered as incorporated in and constituting part of this **Policy**.
- B. The **Application** for coverage shall be construed as a separate **Application** for coverage by each **Insured**. With respect to the declarations and statements in such **Application**, no knowledge possessed by a natural person **Insured** shall be imputed to any other natural person **Insured**.
- C. However, in the event that such **Application** contains any misrepresentations made with the actual intent to deceive or contains misrepresentations which materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this **Policy**, then no coverage shall be afforded for any **Incident** or **Claim** based upon, arising from or in consequence of any such misrepresentations with respect to:
 - 1. any natural person **Insured** who knew of such misrepresentations (whether or not such natural person knew such **Application** contained such misrepresentations); or
 - 2. an **Organization**, if any past or present **Control Group Member** knew of such misrepresentations (whether or not such **Control Group Member** knew such **Application** contained such misrepresentations).
- D. The **Insurer** shall not be entitled under any circumstances to void or rescind this **Policy** with respect to any **Insured**.

XV. TERMINATION OF THIS POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
 - 1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
 - 2. sixty (60) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for any reason allowed by applicable insurance laws or regulations, other than failure to pay premium when due;
 - 3. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;
 - 4. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
 - 5. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.
- B. If the **Policy** is terminated by the **Named Insured** or the **Insurer**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XVI. TERRITORY AND VALUATION

- A. Coverage provided under this **Policy** shall extend to **Incidents** and **Claims** taking place, brought or maintained anywhere in the universe. Any provision in this **Policy** pertaining to coverage for **Incidents** or **Claims** made or **Damages** or **Claims Expenses** sustained anywhere outside the United States of America shall only apply where legally permissible.

- B. All premiums, limits, retentions, **Costs, Damages, Claims Expenses** and other amounts under this **Policy** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States of America dollars, or if **Extortion Expenses** are stated in a currency, including Bitcoin or other cryptocurrency(ies), other than United States of America dollars, payment under this **Policy** shall be made in United States dollars at the applicable rate of exchange as published in *The Wall Street Journal* as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively, or, if not published on such date, the next date of publication of *The Wall Street Journal*. If there is no applicable rate of exchange published in the Wall Street Journal, then payment under this **Policy** shall be made in the equivalent of United States of America dollars at the actual rate of exchange for such currency.

XVII. CYBER INCIDENT RESPONSE FUND PROVISIONS

- A. With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider**:
1. The **Insureds** are under no obligation to contract for services with the **Cyber Incident Response Team**. However, if an **Insured** elects to use any **Non-Panel Response Providers** for any **Cyber Incident Response Expenses**, the applicable Limits of Insurance shown in Item 4A2 of the Declarations will apply.
 2. The **Insurer** shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**.
 3. **Cyber Incident Response Team** service providers are independent contractors, and are not agents of the **Insurer**. The **Insureds** agree that the **Insurer** assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. The **Insurer** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and an **Insured**. Any rights and obligations with respect to such agreement, including billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and such **Insured**, and not the **Insurer**.
 4. The **Insurer** has no obligation to provide any of the services provided by the **Cyber Incident Response Team**.
- B. With respect to any other third party vendor, the **Insurer** may provide the **Named Insured** with a list of third-party privacy and network security loss mitigation vendors whom the **Named Insured**, at its own election and at the **Named Insured's** own expense, may retain for cyber risk management to inspect, assess, and audit the **Named Insured's** property, operations, systems, books, and records, including the **Named Insured's** network security, employee cyber security awareness, incident response plans, services provider contracts, and regulatory compliance. Any loss mitigation inspection, assessment, or audit purchased by the **Named Insured**, and any report or recommendation resulting therefrom, shall not constitute an undertaking at the request of or for the benefit of the **Insurer**.

XVIII. SUBROGATION

- A. The **Insurer** shall have no rights of subrogation against any **Insured** under this **Policy** unless Exclusion III.A.1 or Section XIV, Subsection C, applies.
- B. In the event of payment under this **Policy**, the **Insureds** must transfer to the **Insurer** any applicable rights to recover from another person or entity all or part of any such payment. The **Insureds** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit or otherwise pursue subrogation rights in the name of the **Insureds**.
- C. If prior to the **Incident** or **Claim** connected with such payment an **Insured** has agreed in writing to waive such **Insured's** right of recovery or subrogation against any person or entity, such agreement shall not be considered a violation of such **Insured's** duties under this **Policy**.

XIX. ACTION AGAINST THE INSURER AND BANKRUPTCY

Except as provided in Section XXII, Alternative Dispute Resolution, no action shall lie against the **Insurer**. 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 the liability of such **Insured** nor shall the **Insurer** be impleaded by any **Insured** or its legal representatives. Bankruptcy or insolvency of any **Insured** or of the estate of any **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this **Policy**.

XX. AUTHORIZATION CLAUSE

By acceptance of this **Policy**, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the giving of notice of **Incident** or **Claim**, the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Policy**, the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period**, and the giving or receiving of any other notice provided for in this **Policy**, and all **Insureds** agree that the **Named Insured** shall so act on their behalf.

XXI. ALTERATION, ASSIGNMENT, AND HEADINGS

- A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Policy** nor prevent the **Insurer** from asserting any right under the terms of this **Policy**.
- B. No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorized representative of the **Insurer**.
- C. The titles and headings to the various parts, sections, subsections and endorsements of the **Policy** are included solely for ease of reference and do not in any way limit, expand, serve to interpret or otherwise affect the provisions of such parts, sections, subsections or endorsements.
- D. Any reference to the singular shall include the plural and vice versa.

XXII. ALTERNATIVE DISPUTE RESOLUTION

- A. The **Insureds** and the **Insurer** shall submit any dispute or controversy arising out of or relating to this **Policy** or the breach, termination or invalidity thereof to the alternative dispute resolution (“ADR”) process set forth in this Section.
- B. Either an **Insured** or the **Insurer** may elect the type of ADR process discussed below. However, such **Insured** shall have the right to reject the choice by the **Insurer** of the type of ADR process at any time prior to its commencement, in which case the choice by such **Insured** of ADR process shall control.
- C. There shall be two choices of ADR process:
 - 1. non-binding mediation administered by any mediation facility to which the **Insurer** and an **Insured** mutually agree, in which such **Insured** and the **Insurer** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or
 - 2. arbitration submitted to any arbitration facility to which an **Insured** and the **Insurer** mutually agree, in which the arbitration panel shall consist of three disinterested individuals.

In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys’ fees or other costs. In the event of mediation, either party shall have the right to commence a judicial proceeding. However, no such judicial proceeding shall be commenced until at least sixty (60) days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process.

- D. Either ADR process may be commenced in New York or in the state shown in Item 1 of the Declarations as the principal address of the **Named Insured**. The **Named Insured** shall act on behalf of each and every **Insured** in connection with any ADR process under this Section.

XXIII. INTERPRETATION

The terms and conditions of this **Policy** shall be interpreted and construed in an even-handed fashion as between the parties. If the language of this **Policy** is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant terms and conditions, without regard to authorship of the language, without any presumption or arbitrary interpretation or construction in favor of either the **Insureds** or the **Insurer**, and without reference to the reasonable expectations of either the **Insureds** or the **Insurer**.

XXIV. COMPLIANCE WITH TRADE SANCTIONS

This insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the providing of such insurance.

Cyber Crime Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that solely with respect to the coverage provided by this endorsement, the **Policy** is amended as follows:

1. Item 4. of the Declarations is amended to include the following:

Cyber Crime Insuring Agreements	<u>Each Loss Limit of Insurance</u>	<u>Aggregate Limit of Insurance</u>	<u>Each Loss Retention</u>
<input checked="" type="checkbox"/> Funds Transfer Fraud Limit of Insurance	\$500,000	\$500,000	\$10,000
<input checked="" type="checkbox"/> Computer Fraud Limit of Insurance	\$500,000	\$500,000	\$10,000
<input checked="" type="checkbox"/> Social Engineering Fraud Limit of Insurance	\$500,000	\$500,000	\$10,000

2. Section I, INSURING AGREEMENTS, is amended by adding the following:

CYBER CRIME INSURING AGREEMENTS

Funds Transfer Fraud

The **Insurer** will pay for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Funds Transfer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

Computer Fraud

The **Insurer** will pay the **Insured** for loss of **Money**, **Securities** or **Property** sustained by an **Insured** resulting directly from **Computer Fraud** committed by a third party which is **Discovered** during the **Policy Period**.

Social Engineering Fraud

The **Insurer** shall pay the **Insured** for loss of **Money** or **Securities** sustained by an **Insured** resulting directly from **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client** or an **Employee** who was authorized by the **Insured** to instruct other **Employees** to transfer **Money** or **Securities** which is **Discovered** during the **Policy Period**.

Hereinafter, the above Insuring Agreements shall be collectively referred to as the "Cyber Crime Insuring Agreements".

3. Section II, DEFINITIONS, is amended to include the following:

Client means a customer of an **Organization** to whom such **Organization** provides goods or services under written contract or for a fee.

Computer Fraud means the unlawful taking of **Money**, **Securities** or **Property** resulting from a **Computer Violation**.

Computer Violation means the unauthorized entry into, or transmission of corrupting or harmful software code into the **Insured's Computer System** which is directed against an **Insured**.

Cryptocurrency means a digital or electronic medium of exchange, operating independently of a central bank, in which encryption techniques are used to regulate the generation of units and to verify the transfer of such units.

Discovery or Discovered means knowledge acquired by a **Control Group Member** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

1. sustained prior to the inception date of any coverage under this endorsement;
2. which does not exceed the Retention set forth in in Item 4. of the Declarations; or
3. the exact amount or details of which are unknown.

Employee means any natural person in the regular service of an **Insured** in the ordinary course of such **Insured's** business, whom such **Insured** governs and directs in the performance of such service, including a part-time, seasonal, leased and temporary employee, intern or volunteer. Any natural person that otherwise meets the foregoing definition shall be considered an **Employee** even if such person's title is that of partner, principal, director, officer, or if such person is a **Control Group Member**.

Funds Transfer Fraud means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephone or written instructions (other than forgery), purportedly issued by an **Insured**, and issued to a financial institution directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by such **Insured** at such institution, without such **Insured's** knowledge or consent.

Money means currency, coin, bank notes and bullion. However, **Money** does not mean **Securities** or any **Cryptocurrency**.

Official Authorization means a valid signature of an actual **Employee** or an electronic record of entry and approval into a wire transfer system, accounting system, or similar system which is capable of maintaining and reproducing an audit trail which demonstrates that an actual **Employee** approved a transaction within their authority. A forgery is not an **Official Authorization**. **Official Authorization** shall not include a typed name in any form (including but not limited to email, letterhead or pre-printed material), but shall include electronic reproductions of hand-written signatures in any form.

Property means any tangible property other than **Money** and **Securities**. **Property** does not include **Digital Data**.

Securities means negotiable and nonnegotiable instruments or contracts representing either **Money** or property including revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, casino chips, tokens and tickets, provided that **Securities** does not include **Money** or any **Cryptocurrency**.

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine which results in the transferring, payment or delivery of **Money** or **Securities**.

Vendor means any entity or natural person that has provided goods or services to an **Insured** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle **Insurer**, or any similar entity.

4. The definition of **Insured** set forth in Section II, DEFINITIONS, is deleted and replaced with the following:

Insured means the **Named Insured** and its **Subsidiaries**.

5. Section III, EXCLUSIONS, is deleted and replaced with the following:

A. No coverage will be available for:

1. loss due to kidnap, ransom or any other extortion payment surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property;
2. loss involving:
 - a. the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of non-public information;
 - b. loss involving the use of another entity or person's confidential or personal information while in the care, custody or control of an **Insured**, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of non-public information; or
 - c. fees, costs, fines, penalties or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information,

provided that this Exclusion 2. a. and b. shall not apply to loss that is otherwise covered under any Cyber Crime Insuring Agreement;

3. loss or damage due to declared or undeclared war, civil war, insurrection, rebellion, revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization, or any act or condition incident to any of the foregoing;
4. loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination, or any act or condition incident to any of the foregoing;
5. loss of income not realized as the result of a covered loss;
6. indirect or consequential loss of any kind;
7. fees, costs or expenses incurred or paid in defending or prosecuting any legal proceeding or claim;
8. loss sustained by one **Insured** to the advantage of any other **Insured**;
9. loss or damage due to **Computer Fraud** or **Funds Transfer Fraud** or other fraudulent, dishonest or criminal act committed by any authorized representative of an **Insured**, whether acting alone or in collusion with others.

B. With respect to the Funds Transfer Fraud and Computer Fraud Insuring Agreements, no coverage will be available for loss resulting from any transfer, payment or delivery of **Money, Securities** or **Property** approved by an **Employee**, or arising out of any misrepresentation received by any **Employee**, agent, independent contractor or other representative of the **Insured**, whether such transfer, payment or delivery was made in good faith or as a result of trick, artifice, fraud or false pretenses.

C. With respect to the Social Engineering Fraud Insuring Agreement, the **Insurer** shall not be liable for:

1. loss or damage to **Money** or **Securities** as a result of **Computer Fraud** or **Funds Transfer Fraud**;
2. 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;
3. loss due to the failure of any party to perform, in whole or in part, under any contract;

4. loss due to the extension of any loan, credit or similar promise to pay;
5. loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine;
6. loss due to any person purporting to be a representative of any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity;
7. loss of **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;
8. loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
9. loss of or damage to any **Property**;
10. loss due to any gambling, game of chance, lottery or similar game;
11. loss in excess of \$50,000, unless the transferring, payment or delivery of **Money** or **Securities** is made:
 - a. by a **Control Group Member**, or
 - b. by any **Employee** (other than a **Control Group Member**), agent, independent contractor or other representative of the **Insured**, after receiving **Official Authorization** from:
 - i. a **Control Group Member**, or
 - ii. an **Employee** acting in a supervisory capacity.

D. In addition to the amended Section III, no coverage will be available for:

1. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement as to such **Insured**;
2. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement;
3. loss unless sustained by any **Insured** at any time, and **Discovered** during the **Policy Period** and prior to the termination of the coverage provided by this endorsement in its entirety,

provided that in no event will coverage be available under this coverage for such loss if such loss is covered under any renewal or replacement of this coverage or any Cyber Crime Insuring Agreement or any particular coverage offered under any Cyber Crime Insuring Agreement.

6. Section V, EXTENDED REPORTING PERIOD, is deleted.

7. Section VI, LIMITS OF INSURANCE, is deleted and replaced with the following:

The **Insurer** will pay for loss sustained by an **Insured** at any time and **Discovered** during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the limit of insurance applicable to such loss, as set forth in Item 4 of the Declarations for this **Policy**, as amended by this endorsement, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the limit of insurance:

1. Applicable to the Funds Transfer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.
2. Applicable to the Computer Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed

by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

3. Applicable to the Social Engineering Fraud Insuring Agreement: for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

If a loss is covered under more than one Cyber Crime Insuring Agreement, the maximum amount payable under this **Policy** shall not exceed the largest applicable limit of insurance of any such Cyber Crime Insuring Agreement.

The **Insurer's** total cumulative liability for all loss **Discovered** during the **Policy Period** shall not exceed the applicable Cyber Crime Aggregate Limit of Insurance as set forth in Item 4. of the Declarations. Such amount shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance as stated in Item 3. of the Declarations. Each payment made under the terms of this endorsement shall reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and the Maximum Policy Aggregate Limit of Insurance until they are exhausted.

On exhausting the applicable Cyber Crime Aggregate Limit of Insurance by such payments the **Insurer** shall have no further liability for loss or losses regardless of when **Discovered** and whether or not previously reported to the **Insurer**; and the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance and Maximum Policy Aggregate Limit of Insurance shall not be increased or reinstated by any recovery made and applied in accordance with Section XVIII. Recoveries (as amended in paragraph 17 of this endorsement). In the event that a loss of **Securities** is settled by indemnity in lieu of payment, then such loss shall not reduce the unpaid portion of the applicable Cyber Crime Aggregate Limit of Insurance or Maximum Policy Aggregate Limit of Insurance.

8. Section VII, RETENTION, is deleted and replaced with the following:
 - A. The **Insurer's** liability under this **Policy** shall apply only to that part of each loss which is in excess of the applicable Retention set forth in item 4 of the Declarations for this **Policy**.
 - B. If an **Insured** receives payment under another policy or bond, after applying a deductible or retention, for loss also covered hereunder, then the applicable Retention set forth in Item 4 of the declarations as amended by this endorsement shall be reduced by the deductible or retention previously applied to such loss.

Notwithstanding the foregoing, if an **Insured** receives payment under another policy or bond, including but not limited to the **Other Crime Policy**, as set forth in paragraph 13., amended Section XII., Other Insurance, of this endorsement, after applying a deductible or retention, for loss also covered hereunder, then the Retention set forth in Item 4 of the Declarations shall be reduced, up to the amount of such Retention, by the sum of:

1. the deductible or retention amount previously applied to such loss, and
2. any amount paid with respect to such loss under such other policy or bond.

9. Section VIII, NOTICE, is deleted and replaced with the following:

Section VIII. NOTICE AND PROOF OF LOSS

- A. Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.
- B. It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Named Insured** will:
 1. give written notice to the **Insurer** as soon as practicable but in no event later than 90 days after such **Discovery**;

2. furnish affirmative proof of loss with full particulars to the **Insurer** as soon as practicable but in no event later than 180 days after such **Discovery**;
3. submit to examination under oath at the **Insurer's** request;
4. produce all pertinent records at such reasonable times and places as the **Insurer** shall designate; and
5. provide full cooperation with the **Insurer** in all matters pertaining to a loss or claim.

No Claim will be denied for failure to submit a written notice of Claim within the required amount time, unless this failure operates to prejudice the rights of the Insurer.

C. The **Insured** may offer a comparison between an **Insured's** inventory records and actual physical count of its inventory to prove the amount of loss only where an **Insured** establishes wholly apart from such comparison that it has sustained a covered loss caused by a third party.

10. Section IX, DEFENSE AND SETTLEMENT, is deleted in its entirety.
11. Section X, PROOF OF LOSS FOR FIRST PARTY INSURING AGREEMENTS, is deleted.
12. Section XI, ALLOCATION, is deleted.
13. Section XII, OTHER INSURANCE, is deleted and replacing with the following:

If an **Insured** or any other party at interest in any loss covered by this **Policy** has any crime insurance, bond, indemnity or similar insurance (the "**Other Crime Policy**"), which would cover such loss in whole or in part in the absence of this **Policy**, then this **Policy** shall be null and void to the extent of the amount recoverable or received under the **Other Crime Policy**; but this **Policy** shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under the **Other Crime Policy**.

Nothing in this endorsement is meant nor shall it be construed to obligate the **Insurer** to comply with the terms and conditions of any other insurance policy or bond including but not limited to the **Other Crime Policy**.

14. Section XIII, MATERIAL CHANGES IN EXPOSURE, is deleted and replaced with the following:

A. ACQUISITION OR CREATION OF ANOTHER ORGANIZATION

If, during the **Policy Period**, the **Named Insured**:

1. acquires voting securities in another organization or creates another organization, which as a result of such acquisition or creation becomes a **Subsidiary**; or
2. acquires any organization by merger into or consolidation with the **Named Insured**;

then, subject to the terms and conditions of this **Policy**, such organization shall be covered under this **Policy** but only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud** or **Social Engineering Fraud** sustained after such acquisition or creation, unless the **Insurer** agrees to provide coverage by endorsement for **Computer Fraud, Funds Transfer Fraud** or **Social Engineering Fraud** which took place prior to such acquisition or creation.

B. ACQUISITION OF THE NAMED INSURED

If, during the **Policy Period**, any of the following events occurs:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities of the right to elect, appoint or designate at least 50% of the directors of the **Named Insured**;

then coverage under this **Policy** will continue in full force and effect until termination of this **Policy**, but only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud** or **Social Engineering Fraud** sustained before such event. Coverage under this **Policy** will cease as of the effective date of such event with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud** or **Social Engineering Fraud** sustained after such event. This **Policy** may be cancelled by the **Named Insured** on or after the effective time of the event, and the **Insurer** shall refund the unearned premium computed *pro rata*, calculated as of the date on which the **Insurer** receives a communication from the **Insured** requesting cancellation of this **Policy**. The **Insurer** will be under no obligation to accept requests to retroactively cancel this **Policy**.

C. Termination of a **Subsidiary**

If before or during the **Policy Period** an organization ceases to be a **Subsidiary**, coverage with respect to the **Subsidiary** shall continue until termination of this **Policy**. Such coverage continuation shall apply only with respect to loss resulting directly from **Computer Fraud, Funds Transfer Fraud** or **Social Engineering Fraud** sustained prior to the date such organization ceased to be a **Subsidiary**.

15. Section XIV, REPRESENTATIONS, is deleted and replaced with the following:

Section XIV. CONCEALMENT, MISREPRESENTATION OR FRAUD

This **Policy** is void in any case of fraud by the **Insured** as it relates to this **Policy** at any time. It is also void if any **Insured**, at any time, intentionally conceals or misrepresents a material fact concerning:

1. this **Policy**;
2. the property covered under this **Policy**;
3. the **Insured's** interest in the property covered under this **Policy**; or
4. a claim under this **Policy**.

16. Section XVI, TERRITORY AND VALUATION, is deleted and replaced with the following:

The **Insurer** shall pay:

1. the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**; or the cost of replacing **Securities**, whichever is less, plus the cost to post a Lost Instrument Bond;
2. the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records;
3. the least of:
 1. the actual cash value of the **Property**; or
 2. the cost to repair or replace **Property**, other than precious metals, with that of similar quality and value, at the time the **Insured** complies with Section VIII, Notice and Proof of Loss, regarding the furnishing of proof of loss;
4. the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**; or
5. the United States of America dollar value of any precious metals based on the rate of exchange published in *The Wall Street Journal* Cash Prices, Precious Metals, on the day loss involving foreign currency is **Discovered**.

17. Section XVIII, SUBROGATION, is deleted and replaced with the following:

Section XVIII. RECOVERIES

Recoveries for any loss under this coverage, whether effected by the **Insurer** or by an **Insured**, less the cost of recovery, shall be distributed as follows:

1. first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Insurance;
2. second, to the **Insurer** for the amount of such loss paid to an **Insured** as covered loss;
3. third, to an **Insured** for the Retention applicable to such loss;
4. fourth, to an **Insured** for the amount of such loss not covered under this endorsement.

Recovery from reinsurance or indemnity of the **Insurer** shall not be deemed a recovery hereunder.

18. Section XX, AUTHORIZATION CLAUSE, is amended by adding the following after the term **Claim** in the second line of the first sentence:

or the notice of a loss pursuant to the Cyber Crime Insuring Agreements,

19. The following Sections are added:

OWNERSHIP

The **Insurer's** liability under this **Policy** will apply only to **Money, Securities or Property** owned by the **Insured** or for which the **Insured** is legally liable, or held by the **Insured** in any capacity whether or not the **Insured** is liable.

NON-ACCUMULATION OF LIABILITY

- A. When there is more than one **Insured**, the maximum liability of the **Insurer** for loss sustained by any or all **Insureds** shall not exceed the amount for which the **Insurer** would be liable if all loss was sustained by any one **Insured**.
- B. Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, whether under this **Policy**, any prior bond or policy, or any renewal or replacement of this **Policy**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Insurer** or any subsidiary or affiliate of Chubb shall terminate, if not already terminated, as of the inception of this **Policy**.

All other terms and conditions of this **Policy** remain unchanged.

Non-Malicious Computer Act – System Failure – Business Interruption and Contingent Business Interruption - Sublimit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that the **Policy** is amended as follows:

1. Section II, DEFINITIONS, **Interruption in Service**, is deleted and replaced with the following:

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured’s Computer System**;
2. with respect to Insuring Agreement B2, a **Shared Computer System**;

caused by a **Malicious Computer Act** or **Non-Malicious Computer Related Act**

2. Section II, DEFINITIONS, is amended by adding the following:

- **Non-Malicious Computer Related Act** means:

1. **Human Error**;
2. **Programming Error**; or
3. Power failure, surge or diminution of an electrical system controlled by an **Insured**, and not arising from **Property Damage**

- **Human Error** means an operating error or omission, including the choice of the program used, an error in setting parameters, or any inappropriate single intervention by an employee or a third party providing services to the **Insured**.

- **Programming Error** means error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in the malfunction of the computer system, an interruption of operations or an incorrect result. **Programming Error** does not include integration, installation, upgrade, or patching of any software, hardware or firmware of the **Insured’s Computer System** unless the **Insured** can evidence that the **Programming Error** arises from a program that has been fully developed, successfully tested and proved successful in its operational environment for thirty (30) days.

3. Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, Exclusion 8, Infrastructure Outage, is amended by adding the following:

Additionally, this exclusion shall not apply to a **Non-Malicious Computer Related Act** as defined under paragraph 3 of such definition.

4. Subject to Section VI, LIMITS OF INSURANCE, and Section VII, RETENTION:

- A. The following Limits of Insurance, Retention and Waiting Period shall apply to all **Business Interruption Loss**, and **Extra Expenses** in connection with **Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

\$1,000,000 Each Cyber Incident Limit	\$1,000,000 Aggregate Limit for all Cyber Incidents	\$10,000 Each Cyber Incident Retention	Waiting Period: 12 Hours
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B. The following Limits of Insurance, Retention and Waiting Period shall apply to all **Contingent Business Interruption Loss**, and **Extra Expenses** in connection with **Contingent Business Interruption Loss**, combined, resulting from an **Interruption in Service** caused by a **Non-Malicious Computer Related Act**:

\$1,000,000 Each Cyber Incident Limit	\$1,000,000 Aggregate Limit for all Cyber Incidents	\$10,000 Each Cyber Incident Retention	Waiting Period: 12 Hours
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If any of the fields above are left blank or N/A is shown, then the Limits of Insurance, Retention, and **Waiting Period** shown in Item 4.B.1., or 4.B.2. of the Declarations, as applicable, shall apply.

All of the limits stated in paragraph A and B above shall be part of and not in addition to: 1. the limits set forth in Item 4.B.1. and 4.B.2, as applicable; 2. the Maximum Single Limit of Insurance set forth in Item 3.A. of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations.

All other terms and conditions of this **Policy** remain unchanged.

**HARDWARE OR EQUIPMENT REPLACEMENT WITH SUBLIMIT
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Item 4C of the Declarations is deleted and replaced with the following:

Insuring Agreement	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
C. Digital Data Recovery			
1. All Digital Data Recovery Costs Except for Hardware or Equipment Replacement Costs	\$1,000,000	\$1,000,000	\$10,000
2. Hardware or Equipment Replacement Costs	\$1,000,000	\$1,000,000	\$10,000

2. Section II, Definitions, is amended as follows:

- a. The definition of **Digital Data Recovery Costs** is deleted and replaced with the following:

Digital Data Recovery Costs means:

1. the reasonable and necessary costs incurred by an **Insured** to replace, restore, recreate, re-collect or recover **Digital Data** from written records or from partially or fully matching electronic records due to their corruption, theft, or destruction, caused by a **Network Security Failure**, including disaster recovery or computer forensic investigation efforts. However, in the event that it is determined that the **Digital Data** cannot be replaced, restored, recreated, re-collected, or recovered, **Digital Data Recovery Costs** shall be limited to the reasonable and necessary costs incurred to reach such determination;
2. **Telephone Fraud Financial Loss**; or
3. **Hardware or Equipment Replacement Costs**,

including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 through 3 immediately above. **Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, restore, recreate or improve **Digital Data** to a level beyond that which existed prior to the applicable **Cyber Incident**;
- b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities, or costs to update, replace, restore, upgrade, maintain, or improve a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;
- c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;

- d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
- e. any other consequential loss or damages.

b. The following definition is added:

Hardware or Equipment Replacement Costs means the replacement or repair costs of physical hardware or equipment that are part of an **Insured's Computer System** which have been damaged electronically but for which there is no **Property Damage**, and which have been determined by the **Insurer**, at its sole discretion, to:

- i. be more practical and cost-effective to physically replace or repair such hardware or equipment than to repair or restore through the replacement, restoration, recreation, re-collection, or recovery of **Digital Data** formerly thereon; or
- ii. be permanently vulnerable or unstable due to the corruption or destruction of firmware formerly thereon.

3. Section VI, Limits of Insurance, is amended by adding the following:

- **HARDWARE OR EQUIPMENT REPLACEMENT COSTS SUBLIMIT**

The **Hardware or Equipment Replacement Costs** Sublimit shown in Item 4.C.2. of the Declarations is the **Insurer's** maximum limit of insurance for all **Hardware or Equipment Replacement Costs** under Insuring Agreement C. The **Hardware or Equipment Replacement Costs** Sublimit shall be part of and not in addition to: 1. the limits set forth in Item 4.C.1. of the Declarations; 2. the Maximum Single Limit of Insurance set forth in Item 3.A. of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

Policyholder Notice Cyber Services for Incident Response

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in your **Policy**. You should read your **Policy** and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning access to cyber services for incident response.

Cyber Incident Response Team

The **Cyber Incident Response Team** is a list of approved service providers available to provide the services set forth in the definition of **Cyber Incident Response Expenses** in your **Policy**. The list of approved service providers is available on the Chubb website. These providers have been carefully selected by Chubb and are reviewed on a periodic basis. The service providers have capabilities in various disciplines for a **Cyber Incident** response that include, but are not limited to, the following:

1. Computer Forensics
2. Public Relations
3. Notification and Identity Services
4. Call Center Services
5. Cyber Extortion and Ransom Services
6. Legal and Regulatory Communications
7. Business Interruption Services

In the event of a **Cyber Incident**, a copy of the **Cyber Incident Response Team** list can also be obtained from any **Cyber Incident Response Coach**. In the event of a **Cyber Incident**, contact the **Cyber Incident Response Coach** as indicated on the Declarations Page and referenced throughout the **Policy**.

Please note the following:

1. Should you experience a cyber related incident, you may choose to call the **Cyber Incident Response Team** Hotline listed in your **Policy** for immediate triage assistance. Please be aware that the hotline service is provided by a third-party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Chubb **Cyber Incident Response Team** Panel Guidelines. Calling the hotline does NOT satisfy the claim notification requirements of your **Policy**.
2. Chubb shall not be a party to any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. It is understood that **Cyber Incident Response Team** service providers are independent contractors, and are not agents of Chubb. The policyholder agrees that Chubb assumes no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. Chubb shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between any **Cyber Incident Response Team** service provider and the policyholder. Any rights and obligations with respect to such agreement, including but limited to billings, fees and services rendered, are solely for the benefit of, and borne solely by such **Cyber Incident Response Team** service provider and the policyholder, and not Chubb.

3. Chubb has no obligation to provide any of the legal, computer forensics, public relations, notification and identity services, call center services, cyber extortion and ransom, legal and regulatory communications, and business interruption advice and services provided by the **Cyber Incident Response Team**.
4. The policyholder is under no obligation to contract for services with **Cyber Incident Response Team** service providers, except as may be amended by the **Policy**.
5. Solely with respect to the services provided by the **Cyber Incident Response Team**:
 - a. Failure to comply with any one or more of the requirements of the **Cyber Incident Response Team** will preclude coverage under the applicable limit(s).
 - b. Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, on or before the effective date of the **Policy**, permit the policyholder to retain alternative service providers to provide services comparable to the services and rates offered by the **Cyber Incident Response Team**.
 - c. If, during the **Policy Period**, either (i) any of the **Cyber Incident Response Team** service providers is unable to or does not provide the services covered and as defined in the definition of **Cyber Incident Response Expenses** or (ii) there is a change of law or regulation that prevents service providers selected exclusively from the **Cyber Incident Response Team** from providing the legal, computer forensic, notification, call center, public relations, crisis communications, fraud consultation, credit monitoring, and identity restoration advice and services sought by the policyholder, Chubb may, at its sole discretion and only as evidenced by Chubb's prior written approval, permit the policyholder to retain alternative service providers to provide services comparable to the services offered by the **Cyber Incident Response Team**.
 - d. The maximum rate Chubb will pay for **Cyber Incident Response Expenses** shall be no more than the rates outlined in the 'Chubb **Cyber Incident Response Team** Panel Guidelines' for such services.



Policyholder Notice Cyber Services for Loss Mitigation

This Policyholder Notice shall be construed as part of your **Policy** but no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your **Policy**. While no coverage is provided by this Policyholder Notice, bolded terms in this Policyholder Notice shall have the meaning set forth in your **Policy**. You should read your **Policy** and review your Declarations page for complete information on the coverage you are provided.

As a Chubb policyholder, you have cyber services available to you, as described in this Notice.

Loss Mitigation Services

Chubb provides “pre-event” cyber security services as a benefit to help our policyholders analyze key cyber exposures and help limit the exposures to a potential loss. These services, which complement our post incident cyber services, have been created based on our claim and industry experience. These services have been carefully selected by Chubb and are reviewed on a periodic basis. These services include, but are not limited to, the following:

1. Online Web Portal
2. Incident Response Readiness
3. Security Awareness
4. Information Governance
5. Security Risk Ratings
6. Cyber Security Standards
7. Encryption
8. User Access Controls
9. Regulatory and Standards Compliance
10. Password Management

Services shall be provided by a panel of Chubb pre-approved vendors at preferred rates and must be rendered during the **Policy Period**.

Policyholder Reimbursements

In order to assist the **Insured** in reducing exposure to covered **Costs, Damages** and **Expenses** under the **Policy**, Chubb can authorize contributions to the cost of qualified services from a pre-approved vendor or a vendor that is reviewed and approved in writing by Chubb. Such contribution shall take the form of a matched reimbursement of the cost of a qualified service up to a maximum of \$3000 per **Policy Period**. Reimbursements must be authorized by Chubb and will be made for only those services rendered 90 days prior to the **Policy** expiration or renewal date.

Please note the following:

1. Chubb does not endorse vendors or their respective services. Before you engage any of these vendors, we urge you to conduct your own due diligence to ensure the companies and their services meet your needs.

Unless otherwise indicated or approved, payment for services provided by these companies is the responsibility of the **Insured**.

2. The web portal is currently powered by eRisk Hub®, a 3rd party web-based loss prevention portal managed by NetDiligence®. Do not share portal access instructions with anyone outside your organization. You are responsible for maintaining the confidentiality of the Chubb Access Code provided to you. An unlimited number of individuals from your organization may register and use the portal.

**Chubb Producer Compensation
Practices & Policies**

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number:

1-866-512-2862.

U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

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

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

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

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

QUESTIONS ABOUT YOUR INSURANCE?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by contacting:

**Chubb NA Financial Lines
Customer Support Service Department
436 Walnut Street
PO Box 1000
Philadelphia, PA 19106-3703
1-800-352-4462**

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or similar laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Additional Insured – Blanket Pursuant to a Contract – Cyber ERM
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
Chubb Cyber Enterprise Risk Management Policy

It is agreed that the **Policy** is amended as follows:

Section II, Definitions, **Insured**, is amended by adding the following:

Insured also means any natural person or entity for whom an **Organization** is required by written contract or agreement to provide insurance coverage under this **Policy** (hereinafter “**Additional Insured**”), but only with respect to **Claims**:

- a. arising out of any **Incident** committed after the **Organization** and the **Additional Insured** entered into such written contract or agreement;
- b. for any **Incident** committed by, on behalf of, or at the direction of the **Organization**; and
- c. subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Additional Insured**, or the applicable Limits of Insurance of this **Policy**.

However, no natural person or entity shall be an **Additional Insured** with respect to any **Claim** arising solely out of such natural person’s or entity’s independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether the **Claim** arises solely out of such natural person’s or entity’s independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, and such determination shall be made by the **Named Insured** within 20 days of the notification of the applicable **Claim**.

Section III, Exclusions, Subsection B, EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS, is amended by deleting paragraph 3. Insured v. Insured, and replacing it with the following:

Insured v. Insured

solely with respect to Insuring Agreements E and F, brought or maintained by, on behalf of, or in the right of any **Insured** other than an **Additional Insured** as defined in this endorsement. Provided, however, solely with respect to Insuring Agreement E, this exclusion shall not apply to that part of any **Claim** alleging employee-related invasion of privacy or employee-related wrongful infliction of emotional distress in the event such **Claim** arises out of the loss of **Protected Information** resulting from a **Cyber Incident**.

All other terms and conditions of this **Policy** remain unchanged.

Period of Restoration - Fill In

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Cyber Enterprise Risk Management Policy
DigiTech® Enterprise Risk Management Policy**

It is agreed that Section II, Definitions, Period of Restoration, is deleted and replaced with the following:

Period of Restoration means the continuous period of time that:

1. begins with the earliest date of an **Interruption in Service**; and
2. ends on the date when the **Insured's Computer System** or **Shared Computer System** is or could have been repaired or restored with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service**. In no event shall the **Period of Restoration** exceed One-Hundred and Eighty (180) days.

All other terms and conditions of this **Policy** remain unchanged.

Cyber Incident Response Fund Side-Car

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that solely with respect to Insuring Agreement A, **Cyber Incident Response Fund**, Section VI, Limits of Insurance, subsections B and C, are deleted in their entirety and replaced with the following:

B. AGGREGATE LIMIT FOR ALL INCIDENTS UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for all **Cyber Incidents** under Insuring Agreement A shall be the applicable Aggregate Limit for all **Cyber Incidents** shown in Item 4A of the Declarations, which shall be in addition to, and not part of, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

C. MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT UNDER ANY ONE INSURING AGREEMENT

The **Insurer's** maximum limit of insurance for each **Cyber Incident** under Insuring Agreement A shall be the applicable Each **Cyber Incident** Limit shown in Item 4A of the Declarations, which shall be in addition to, and not part of, the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations, but nevertheless part of, and not in addition to, the applicable Aggregate Limit for all **Cyber Incidents** shown in Item 4A of the Declarations.

All other terms and conditions of this **Policy** remain unchanged.

Termination Amended - Non Cancelable Except Nonpayment of Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
This endorsement modifies insurance provided under the following:

Chubb Cyber Enterprise Risk Management Policy **Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that Section XV, notwithstanding anything to the contrary in the policy or any amendatory thereto, Termination of the **Policy**, is deleted and replaced with the following:

XV. TERMINATION OF THIS POLICY

- A. This **Policy** shall terminate at the earliest of the following times:
1. the effective date of termination specified in a prior written notice by the **Named Insured** to the **Insurer**;
 2. twenty (20) days after receipt by the **Named Insured** of a written notice of termination from the **Insurer** for failure to pay a premium when due, unless the premium is paid within such twenty (20) day period;
 3. upon expiration of the **Policy Period** as shown in Item 2 of the Declarations; or
 4. at such other time as may be agreed upon by the **Insurer** and the **Named Insured**.
- B. If the **Policy** is terminated by the **Named Insured**, the **Insurer** shall refund the unearned premium computed *pro rata*. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

The terms of this endorsement shall prevail over any conflicting state amendatory or policy language to the extent allowed by applicable insurance laws or regulations.

All other terms and conditions of this **Policy** remain unchanged.

Breach Response Indemnatee – Blanket Pursuant to a Contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that Section II, DEFINITIONS, is amended as follows:

1. The following definition is added:
 - **Breach Response Indemnatee** means any natural person or entity whom an **Organization** has agreed via written contract or agreement to indemnify for **Cyber Incident Response Expenses** arising out of any actual or reasonably suspected failure by an **Insured**, or any independent contractor for whom or for which an **Insured** is legally responsible (other than the **Breach Response Indemnatee**), to properly handle, manage, store, destroy, protect, use or otherwise control **Protected Information**.
2. The definition of **Insured** is amended to include the following:
 - solely with respect to Insuring Agreement A, a **Breach Response Indemnatee**, but only with respect to **Cyber Incident Response Expenses**:
 - a. arising out of any **Cyber Incident** as described under 1.b. of such definition which is committed after the **Organization** and the **Breach Response Indemnatee** entered into the written contract or agreement described in the definition of **Breach Response Indemnatee**;
 - b. arising out of such **Cyber Incident** committed by, on behalf of, or at the direction of the **Organization**;
 - c. that are subject to the applicable indemnification provisions of such written contract or agreement; and
 - d. that are subject to the lesser of the limits of insurance required by such written contract or agreement between the **Organization** and the **Breach Response Indemnatee**, or the applicable Limits of Insurance of this **Policy**.

However, no natural person or entity shall be a **Breach Response Indemnatee** with respect to any **Cyber Incident Response Expenses** arising solely out of such natural person's or entity's independent act, error, or omission. In the event of a disagreement between the **Named Insured** and the natural person or entity as to whether such **Cyber Incident** arises solely out of such natural person's or entity's independent act, error, or omission, it is agreed that the **Insurer** shall abide by the determination of the **Named Insured** on this issue, provided such determination is made within a reasonable amount of time.

All other terms and conditions of this **Policy** remain unchanged.

GENERAL ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY

It is agreed that the **Policy** is amended as follows:

1. Section II, DEFINITIONS, is amended as follows:

A. The definition of **Application** is deleted and replaced with the following:

Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Insurer** in connection with the **Insurer** underwriting this **Policy** or any policy of which this **Policy** is a direct renewal or replacement. All such applications, attachments, information, and materials are deemed attached to and incorporated into this **Policy**.

B. The definition of **Business Interruption Loss** is deleted and replaced with the following:

Business Interruption Loss means:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of the **Insured's Computer System** occurred.

C. The definition of **Claim** is deleted and replaced with the following:

Claim means any:

1. written demand against any **Insured** for monetary damages or non-monetary or injunctive relief;
2. civil proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
3. arbitration, mediation, or other alternative dispute resolution proceeding against any **Insured** seeking monetary damages or non-monetary or injunctive relief, commenced by the receipt of a written demand, or service of a complaint or similar pleading;
4. criminal proceeding against any **Insured** commenced by: (a) an arrest, or (b) a return of an indictment, information, or similar document;
5. written request directed at any **Insured** to toll or waive a statute of limitations applicable to a **Claim** referenced in paragraphs 1-4 immediately above; or
6. **Regulatory Proceeding** against any **Insured**, including, where applicable, any appeal therefrom.

D. The definition of **Computer System** is deleted and replaced with the following:

Computer System means computer hardware, software, **Telephone System**, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, mobile devices, networking equipment, and storage area network, or other electronic data backup facilities. The terms referenced herein include Industrial Control Systems.

E. The definition of **Contingent Business Interruption Loss** is deleted and replaced with the following:

1. the **Insured's** continuing normal operating and payroll expenses; and
2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of a **Shared Computer System** occurred.

- F. Paragraphs 1, 2, and of the definition of **Cyber Incident Response Expenses** are deleted and replaced with the following:
1. retaining the services of a law firm for consultative and pre-litigation legal services, whether or not provided by the **Cyber Incident Response Coach**;
 2. retaining the services of third party forensic firms, including a Payment Card Industry (PCI) Forensic Investigator, to determine the cause and scope of a **Cyber Incident**, and if such **Cyber Incident** is actively in progress, to assist in containing it;
- G. Paragraphs 5(c) and 6 of the definition of **Cyber Incident Response Expenses** are deleted and replaced with the following:
- 5.c. call center services, mailing services or costs, and other related services for notification as required by law; or
 6. with the **Insurer's** prior consent, expenses not required to comply with **Privacy or Cyber Laws**, for:
 - a. notifying a natural person whose **Protected Information** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or the services of a call center;
 - b. providing credit monitoring, credit freezing, credit thawing, healthcare record monitoring (where available), social media monitoring, password management services, or fraud alert services for those natural persons who accept an offer made by or on behalf of the **Insured** for, and receive, such services;
 - c. retaining the services of a licensed investigator or credit specialist to provide fraud consultation to the natural persons whose **Protected Information** has been wrongfully disclosed or otherwise compromised;
 - d. retaining the services of a third party identity restoration service for natural persons identified by a licensed investigator as victims of identity theft directly resulting from a **Cyber Incident** otherwise covered under Insuring Agreements A or E;
 - e. paying any reasonable amount to an informant for information not otherwise available which leads to the arrest and conviction of a natural person or an entity responsible for a **Cyber Incident**; or
 - f. other services that are deemed reasonable and necessary by the **Insurer**, including those services to mitigate or reduce any **Costs** that may otherwise be covered under this **Policy**, such as the removal of malicious software.
- H. The definition of **Cyber Incident Response Team** is amended by replacing the term “**Pre-Approved Service Providers**” with “**Pre-Approved Response Providers**”.
- I. The definition of **Damages** is amended by inserting the phrase “**Regulatory Fines,**” after “**Payment Card Loss,**”.
- J. Paragraph 2 of the definition of **Damages** is amended by inserting the word “directly” after “imposed”.
- K. Paragraph 7 of the definition of **Damages** is amended by inserting the word “for” after “amount”.
- L. Paragraph 2 of the definition of **Digital Data Recovery Costs** is amended by deleting and replacing it with the following:
2. **Telephone Fraud Financial Loss,**
including reasonable and necessary expenses incurred to mitigate or reduce any costs or loss in paragraphs 1 and 2 immediately above.
- Digital Data Recovery Costs** shall not include:

- a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**;
 - b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities;
 - c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
 - d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
 - e. any other consequential loss or damages.
- M. Paragraphs 1 and 2 of the definition of **Extra Expenses** are amended by deleting the phrases “the extent such expenses.”
- N. Paragraphs 3(a) and 3(b) of the definition of **Extra Expenses** are amended by deleting and replacing them with the following:
- a. costs or expenses incurred to prevent a loss or correct any deficiencies or problems with an **Insured’s Computer System** or **Shared Computer System** that may cause or contribute to a **Claim**;
 - b. costs or expenses incurred to update, replace, upgrade, or improve any **Computer System** to a level beyond that which existed prior to the applicable **Interruption in Service**; or
- O. Paragraph 4 of the definition of **Insured** is amended by deleting the words “agent” and “agent’s”.
- P. Paragraph 5 of the definition of **Insured** is amended by adding the word “committed” after “**Incident**”.
- Q. The last paragraph of the definition of **Insured** is amended by adding the phrase “to the **Insurer**” after “notification”.
- R. Paragraph 2 of the definition of **Interruption in Service** is amended by changing the semicolon to a comma.
- S. The definition of **Network Extortion Threat** is deleted and replaced with the following:
- Network Extortion Threat** means any credible threat or series of related threats directed at an **Insured** to:
- 1. release, divulge, disseminate, destroy or use **Protected Information**, or confidential corporate information of an **Insured**, as a result of the unauthorized access to or unauthorized use of an **Insured’s Computer System** or **Shared Computer System**;
 - 2. cause a **Network Security Failure**;
 - 3. alter, corrupt, damage, manipulate, misappropriate, encrypt, delete or destroy **Digital Data**; or
 - 4. restrict or inhibit access to an **Insured’s Computer System** or **Shared Computer System**;
- where a demand is made for the **Insured** to make a payment or a series of payments, or otherwise meet a demand, in exchange for the mitigation or removal of such threat of series of related threats.
- Furthermore, **Network Extortion Threat** includes a threat or series of related threats connected to any of the acts above that have already commenced.
- T. The definition of **Payment Card Loss** is deleted and replaced with the following:
- Payment Card Loss** means monetary assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries, including card reissuance costs, which an **Insured** becomes legally obligated to pay as a result of an **Insured’s** actual or alleged failure:
- 1. of **Network Security**; or
 - 2. to properly protect, handle, manage, store, destroy, or otherwise control **Payment Card** data, including **Protected Information**;

where such amount is determined pursuant to a payment card processing agreement between an **Organization** and a **Payment Card Brand**, or a merchant agreement between an **Organization** and a payment services provider, including for mobile payment services, or demanded in writing from an issuing or acquiring bank that processes **Payment Card** transactions, due to an **Insured's** actual or alleged non-compliance with applicable **Payment Card Industry Data Security Standards**, EMV specifications, or mobile payment security requirements. **Payment Card Loss** shall not include:

- a. subsequent fines or assessments for non-compliance with the **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement unrelated to a specific **Claim**; or
 - b. costs or expenses incurred to update or improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the applicable **Cyber Incident** or to be compliant with applicable **Payment Card Industry Data Security Standards**, EMV Specifications, or a mobile payment services merchant agreement.
- U. The definition of **Pre-Approved Response Provider** is amended by replacing both instances of the word “service” with “response”.
- V. The definition of **Property Damage** is deleted and replaced with the following:
Property Damage means physical injury to, or destruction of, tangible property, including the resulting loss of use thereof.
- W. The definition of **Protected Information** is amended by deleting the word “unpublished”.
- X. The definition of **Protected Information** is further amended by deleting Paragraph 2.a. and replacing it with the following:
- a. that is not available to or known by the general public; or
- Y. The definition of **Regulatory Proceeding** is amended by inserting “, notice,” after “complaint”.
- Z. The definition of **Retroactive Date** is deleted and replaced with the following:
Retroactive Date means the applicable date shown in Item 5 of the Declarations. If Item 5 of the Declarations is left blank or contains the phrases “Full Prior Acts”, “N/A”, “Not Applicable”, or “None”, then **Retroactive Date** means the beginning of time.
- AA. The definition of **Shared Computer System** is deleted in its entirety and replaced with the following:
Shared Computer System means a **Computer System**, other than an **Insured’s Computer System**, operated for the benefit of an **Insured** by a third party under written agreement or contract with an **Insured** to provide data hosting, cloud services or computing, co-location, data back-up, data storage, data processing, platforms-as-a-service, software-as-a-service, infrastructure-as-a-service, or any similar type of outsourced computing services. However, **Shared Computer System** shall not include **Infrastructure**.
- BB. Paragraph 3.b of the definition of **Subsidiary** is amended by deleting the phrase “one of more **Subsidiaries**” and replacing with **the phrase** “one or more **Subsidiaries**”.
- CC. The following definitions are added:
Indecent Content means words, phrases, postings, pictures, advertisements, or any other material that:
- 1. is sexually explicit and is in violation of a statute prohibiting such content;
 - 2. is sexually explicit and posted without the consent of the natural person(s) depicted in the material;
 - 3. encourages, facilitates, incites, or threatens abuse, molestation, or sexual exploitation, including human trafficking or human sex trafficking; or
 - 4. encourages, facilitates, incites, or threatens physical violence, self-inflicted violence, or any other related harm, including terrorism.
- Infrastructure** means any of the following operated or supplied by a third party:

1. electricity, gas, fuel, energy, water, telecommunications, or other utility;
 2. Internet infrastructure, including any Domain Name System (DNS), Certificate Authority, or Internet Service Provider (ISP);
 3. satellite; or
 4. financial transaction or payment process platform, including a securities exchange.
2. Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, is amended as follows:
- A. Exclusion 1. Conduct is amended by deleting the word “dishonest”.
 - B. Exclusion 2. Prior Knowledge is amended by deleting the phrase “the effective date of any **Policy**” and replacing it with the phrase “the effective date of any policy or coverage part”.
 - C. Exclusion 3. Pending or Prior Proceedings, paragraph a., is amended by inserting the word “written” before “demand”; by inserting the phrase “against an **Insured**” after the word “commenced”; and by inserting the word “applicable” before the phrase “Pending or Prior Proceedings Date”.
 - D. Exclusion 3. Pending or Prior Proceedings, is deleted and replaced with the following:
alleging, based upon, arising out of, or attributable to:
 - a. any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation filed or commenced against an **Insured** on or before the applicable Pending or Prior Proceedings Date shown in Item 6 of the Declarations, or alleging or derived from the same or substantially the same fact, circumstance, or situation underlying or alleged therein; or
 - b. any other **Incident** whenever occurring which, together with an **Incident** underlying or alleged in any pending or prior litigation, **Claim**, written demand, arbitration, administrative or regulatory proceeding, or administrative or regulatory investigation as set forth pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.
 - E. Exclusion 4. Prior Notice is deleted and replaced with the following:
 4. Prior Notice
alleging, based upon, arising out of, or attributable to:
 - a. any **Incident**, fact, circumstance, or situation which has been the subject of any written notice given and accepted under any other policy or coverage part of which this **Policy** is a direct or indirect renewal or replacement; or
 - b. any other **Incident**, whenever occurring, which, together with an **Incident** which has been the subject of such notice pursuant to paragraph a. immediately above, would constitute **Interrelated Incidents**.
 - F. Exclusion 8, Infrastructure Outage, is deleted in its entirety and replaced with the following:
 8. Infrastructure
alleging, based upon, arising out of, or attributable to any failure, interruption, disturbance, degradation, corruption, impairment, or outage of **Infrastructure**.
However, this exclusion shall not apply to any **Limited Impact Event**.
 - G. Exclusion 9, War, is deleted in its entirety and replaced with the following:
 9. War
alleging, based upon, arising out of, or attributable to:

- a. any **Malicious Computer Act** or any hostile event or act, or series of similar or related events or acts (each a “Hostile Act”), committed or made, in whole or in part, by or on behalf of a sovereign State or state-sponsored actor or group (each a “Belligerent”) that results in or is cited as a reason in a formal declaration of war by the U.S. Congress or responsible governmental body of any other sovereign State (each a “Governmental Authority”) against a sovereign State;
- b. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in the U.S. President or any Governmental Authority ordering actions that constitute the use of force against a sovereign State;
- c. any **Malicious Computer Act** committed or made, in whole or in part, by or on behalf of a Belligerent that results in or is cited as a reason in a resolution or other formal action by the United Nations Security Council authorizing the use of force or economic sanctions against a sovereign State, or that results in the use of force by the North Atlantic Treaty Organization or any other equivalent international intergovernmental military or political alliance, against a sovereign State;
- d. any Hostile Act or **Malicious Computer Act** committed by a Belligerent subsequent to any Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, which together with a Hostile Act or **Malicious Computer Act** described in paragraphs a-c immediately above, has as a common nexus any act, fact, circumstance, situation, event, transaction, cause, or series of related acts, facts, circumstances, situations, events, transactions, or causes; or
- e. civil war, rebellion, revolution, or insurrection.

H. Exclusion 11. Contract is deleted and replaced with the following:

11. Contract

for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, or for any actual or alleged liability assumed by an **Insured**, under contract; unless such liability would have attached to the **Insured** even in the absence of such contract, warranty, guarantee, or promise. However, this exclusion shall not apply to:

- a. the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**;
- b. an unintentional violation by an **Insured** to comply with an **Organization’s** Privacy Policy;
- c. solely with respect to Insuring Agreement E, **Payment Card Loss**; or
- d. solely with respect to Insuring Agreement F, misappropriation of idea under implied contract.

I. Exclusion 13. Intellectual Property is deleted and replaced with the following:

13. Intellectual Property

alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in a patent or **Trade Secret** by or on behalf of any **Insured**. However, this exclusion shall not apply to:

- a. solely with respect to Insuring Agreements A-D, the actual or alleged theft of a third party’s **Trade Secret** resulting from a **Cyber Incident**; provided, however, this exclusion shall still nevertheless apply to any **Costs, Damages, or Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets**;
- b. solely with respect to Insuring Agreement E, any **Claim** alleging, based upon, arising out of, or attributable to the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**; or
- c. solely with respect to Insuring Agreement F, any **Claim** alleging, based upon, arising out of, or attributable to any infringement of, violation of, misappropriation of, or assertion of any right to or interest in, any copyright, service mark, trade name, or trademark.

J. Exclusion 14, Antitrust or Unfair Trade Practices, is amended by deleting the phrase “unfair business” and replacing it with “unfair business practices”; and adding the phrase “anywhere in the world” after the word “common law.”

K. Exclusion 15, Consumer Protection Laws is deleted and replaced with the following:

15. Consumer Protection Laws

alleging, based upon, arising out of, or attributable to any violation by an **Insured** of the Truth in Lending Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or the Fair and Accurate Credit Transactions Act, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world. However, solely with respect to Insuring Agreements A and E, this exclusion shall not apply to a **Claim** arising out of the actual or alleged disclosure or theft of **Protected Information** resulting from a **Network Security Failure**.

i. Exclusion 16, ERISA or Securities Law Violation is deleted and replaced with the following:

16. Securities Law Violation

alleging, based upon, arising out of, or attributable to an **Insured’s** violation of the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisors Act, or any other federal, state, or local securities law, and any amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

ii. Exclusion 18, Unsolicited Communications, is amended by adding the phrase “anywhere in the world” after the word “common law”; and by deleting and replacing the last sentence with the following:

However, solely with respect to Insuring Agreement E, this exclusion shall not apply to a **Claim** resulting from a **Cyber Incident** as defined under subparagraphs 1(a) of such definition.

L. Exclusion 19, Unlawful Use or Collection of Protected Information is deleted and replaced with the following:

19. Intentional Unlawful Use or Collection of Protected Information

alleging, based upon, arising out of or attributable to:

- a. the intentional unlawful collection or intentional unlawful use of **Protected Information**; or
- b. the failure to provide adequate notice that **Protected Information** is being collected or used, by an **Insured**, with knowledge of any **Control Group Member** at the time of the **Incident**.

M. Exclusion 20, Intentional Failure to Disclose is deleted.

N. The following exclusion is added:

Communications Decency

alleging, based upon, arising out of, or attributable to the failure of any **Insured**, or others for whom an **Insured** is legally responsible, to prevent the publication or dissemination of **Indecent Content**.

3. Section III, EXCLUSIONS, subsection B, EXCLUSIONS APPLICABLE TO SPECIFIC INSURING AGREEMENTS, is amended as follows:

A. Exclusion 1, Force Majeure, is deleted and replaced with the following:

solely with respect to Insuring Agreements B and C, alleging, based upon, arising out of, or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, electromagnetic pulse or radiation, tidal wave, landslide, hail, act of God (which does not include acts by actors purporting to be God), nature, or any other physical event, however caused and whether contributed to, made worse by, or

in any way resulting from any such events. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently with or in any sequence to the **Costs, Damages, or Claims Expenses** on account of any **Incident** or any **Claim**.

- B. Exclusion 2, Governmental Authority, is deleted and replaced with the following:

solely with respect to Insuring Agreements B, C, and D, alleging, based upon, arising out of, or attributable to any public or governmental authority, foreign enemy, military, or usurped power:

- a. seizing or confiscating an **Insured's Computer System**, a **Shared Computer System**, or an **Insured's Digital Data**; or
- b. mandating the restriction of operations, closure, or shutdown of (i) any entity or person operating a **Computer System** or (ii) any **Computer System**;

provided, however, this exclusion shall not apply to any such actions of a government directed solely against the **Insured's Computer System** in response to a **Malicious Computer Act** also directed solely against such **Insured's Computer System**.

- C. Exclusion 3, Insured v. Insured, is amended by deleting the phrase "arises out of the loss" and replacing it with "arises out of the actual or alleged disclosure or theft."

- D. Exclusion 4, Licensing Entities is amended by changing the title to "Regulatory or Licensing Entities"; and by adding the following at the end thereof:

- E. Exclusion 5., False Advertising or Misrepresentation, is deleted and replaced with the following:

solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to false or deceptive advertising or promotion, any unfair or deceptive trade practices with respect to the advertising or sale of any goods, products, or services, any inaccurate, inadequate, or incomplete description of the price of goods, products, or services, disclosure of fees, representations with respect to authenticity of any product, or the failure of any goods, products, or services to conform with advertised quality or performance.

- F. Exclusion 7, Services for Affiliates is deleted in its entirety.

- G. The following exclusion is added:

False Claims Act

solely with respect to Insuring Agreements E and F, alleging, based upon, arising out of, or attributable to any actual or alleged violation by the **Insured** of the False Claims Act (31 U.S.C. §§ 3729-3733), and amendments thereto or any rules or regulations promulgated thereunder, amendments thereof, or any similar federal, state, or common law anywhere in the world.

4. Section VI., LIMITS OF INSURANCE, is amended as follows:

- A. Section A, MAXIMUM POLICY AGGREGATE LIMIT OF INSURANCE, is deleted and replaced with the following:

The **Insurer's** maximum limit of insurance for all **Incidents** or **Claims** under all Insuring Agreements shall be the Maximum Policy Aggregate Limit of Insurance shown in Item 3B of the Declarations.

- B. Section C., MAXIMUM LIMIT OF INSURANCE FOR EACH INCIDENT OR CLAIM UNDER ANY ONE INSURING AGREEMENT, is amended by adding the word "both" before the phrase "the applicable Aggregate Limit."

- C. The second and third paragraphs of Section D, MAXIMUM LIMIT OF INSURANCE FOR ALL INTERRELATED INCIDENTS AND CLAIMS, are deleted and replaced with the following:

All **Interrelated Incidents** shall be deemed to be one **Incident**, and such **Incident** shall be deemed to be first discovered or have first occurred, as applicable, on the date the earliest of such **Incidents** is first discovered or first occurs, regardless of whether such date is before or during the **Policy Period**.

The **Insurer's** maximum limit of insurance for all **Interrelated Incidents** and **Claims** arising out of such **Interrelated Incidents** shall be the Maximum Single Limit of Insurance shown in Item 3A of the Declarations, regardless of whether **Costs, Damages, or Claims Expenses** from a single **Incident** or **Claim** are covered under more than one Insuring Agreement. Notwithstanding anything in this paragraph to the contrary, in no event shall the **Insurer** pay more than the applicable:

5. Section VII, RETENTION, is amended as follows:

A. Subsection B is deleted and replaced with the following:

B. With respect to Insuring Agreement B, the **Insurer** will pay:

1. the actual **Business Interruption Loss** and **Contingent Business Interruption Loss** incurred by an **Insured**:
 - a. once the applicable **Waiting Period** shown in Item 4B of the Declarations has expired; and
 - b. which is in excess of the applicable Retention amount shown in Item 4B of the Declarations;
 and
2. **Extra Expenses** incurred by an **Insured**:
 - a. as of the start of the **Interruption In Service**; and
 - b. which are in excess of the applicable Retention amount showed in Item 4B of the Declarations.

The **Waiting Period** and Retention amounts shall be computed as of the start of the **Interruption in Service**.

Any **Business Interruption Loss, Contingent Business Interruption Loss, or Extra Expenses** incurred by an **Insured** during the **Waiting Period** shall reduce and may exhaust any applicable Retention.

B. Subsection C is deleted and replaced with: "A single Retention amount shall apply to **Costs, Damages, and Claims Expenses** arising from all **Interrelated Incidents** or **Claims** alleging **Interrelated Incidents**."

6. Section VIII, NOTICE, is amended as follows:

B. Subsection B is amended by: deleting the phrase "written notice of such **Claim**" and replacing it with the phrase, "written notice of such **Incident** or **Claim**"; and by adding the following at the end of Subsection B:

If the **Insured** is unable to provide notification required under this **Policy** due a prohibition by any law enforcement or governmental authority, the **Insured** will use its best efforts to provide the **Insurer** with information to make the **Insurer** aware of a potential or actual **Incident** or **Claim** until written notice can actually be provided.

Notwithstanding the foregoing, there shall be no coverage for any such **Incident** or **Claim** if the information withheld relating to such **Incident** or **Claim** was:

- a. both (i) known to the **Insured** prior to the **Policy** Inception Date set forth in Item 2 of the Declarations, and (ii) not disclosed in the **Application**; or
 - b. not disclosed in writing to the **Insurer** within a reasonable time period after the prohibition on disclosing the information was revoked or no longer necessary.
- B. Subsection C is amended by deleting it and replacing it with the following:
- C. If, during the **Policy Period**, any **Control Group Member** first becomes aware of any **Incident**, or any fact, circumstance, situation, or **Incident** which may reasonably give rise to a future **Claim**

under this **Policy** (“**Potential Claim**”), and written notice is given to the **Insurer** during the **Policy Period**, of the:

1. nature of the **Incident** or **Potential Claim**;
2. identity of the **Insureds** allegedly involved;
3. circumstances by which the **Insureds** first became aware of the **Incident** or **Potential Claim**;
4. identity of the actual or potential claimants;
5. foreseeable consequences of the **Incident** or **Potential Claim**; and
6. nature of the potential **Damages**;

then any **Claim** which arises out of such **Incident** or **Potential Claim** shall be deemed to have been first made at the time such written notice was received by the **Insurer**. The **Insurer** will not pay for **Damages** or **Claims Expenses** incurred prior to the time such **Incident** or **Potential Claim** results in a **Claim**.

- C. Subsection D(2.) is deleted and replaced with the following: “Notice to the **Insurer** of any **Incident, Claim, or Potential Claim** shall be given to the **Insurer** at the physical address or email address shown in Item 9A of the Declarations.”
7. Section IX, DEFENSE AND SETTLEMENT, is amended as follows:
 - A. Subsection D is amended by adding a sentence at the end that states, “However, this Subsection D does not apply to any potential settlement that is within the Retention.”
 - B. Subsection F is amended by deleting and replacing the last sentence with the following: “The **Insureds** shall forward to the **Insurer** as soon as practicable, at the address shown in Item 9A of the Declarations, every demand, notice, summons, or other process or pleading received by an **Insured** or its representatives.”
8. Section XV, TERMINATION OF THIS POLICY, is amended by deleting Paragraph A.2.
9. Section XVII, CYBER INCIDENT RESPONSE FUND PROVISIONS is amended as follows:
 - A. The title is is amended by deleting and replacing it with the following: CYBER INCIDENT RESPONSE FUND AND LOSS MITIGATION SERVICES PROVISIONS
 - B. The first sentence of Subsection A is amended by deleting and replacing it with the following: “With respect to the **Cyber Incident Response Team** or a **Non-Panel Response Provider** providing to an **Insured** the services shown in the definition of **Cyber Incident Response Expenses**.”
 - C. The following Subsections C and D are added:
 - C. The **Insurer** may also make available third-party privacy and network security loss mitigation services to the **Insureds**, at no additional expense to the **Named Insured**, in order to help the **Insureds** analyze key cyber exposures and limit their exposure to a potential loss during the **Policy Period**. Such services shall be provided by a pre-approved vendor of the **Insurer**.
 - D. The **Insurer** shall be permitted but not be obligated to make loss control recommendations and provide loss control services to the **Organization** for the **Insurer’s** underwriting purposes, following notice and coordination with the **Named Insured**. The **Insurer’s** right to make recommendations for, or provide, loss control services is for the exclusive purpose of making an underwriting determination and shall not constitute an undertaking on behalf of or for the benefit of the **Organization** or others. Furthermore, such loss control services are undertaken for the benefit of the **Insurer** and relate only to the insurability of the **Organization** for coverage under this **Policy**, to reduce the severity or frequency of losses, or to determine the premiums to be charged.
10. Section XXIII, INTERPRETATION, is deleted.

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All other terms and conditions of this **Policy** remain unchanged.

Preventative Shutdown Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that Section II, DEFINITIONS, is amended as follows:

1. The definition of **Interruption in Service** is deleted and replaced with the following:

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2, a **Shared Computer System**;
caused by a **Malicious Computer Act** or **Preventative Shutdown**.

2. The following definition is added:

Preventative Shutdown means an **Insured's** reasonable and necessary intentional shut down of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**, but only to the extent that such shut down:
 - a. is in response to an actual or credible threat of a **Malicious Computer Act** expressly directed against such **Insured's Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shut down; and
 - b. serves to mitigate, reduce, or avoid **Business Interruption Loss** as a result of the actual or credible threat of such **Malicious Computer Act**; or
2. with respect to Insuring Agreement B2, the **Insured's** access or connectivity to a **Shared Computer System**, but only to the extent that such shut down:
 - a. is in response to an actual **Malicious Computer Act** against such **Shared Computer System** which may reasonably be expected to cause an **Interruption in Service** in the absence of such shut down; and
 - b. serves to mitigate, reduce, or avoid **Contingent Business Interruption Loss** as a result of such **Malicious Computer Act**.

Notwithstanding anything to the contrary in the **Policy**, and solely with respect to an **Interruption in Service** caused by a **Preventative Shutdown**, the **Period of Restoration** shall not exceed the lesser of 60 days or the number of days otherwise set forth in paragraph 2 of the **Period of Restoration** definition.

Extortion Threat Enhancement for Protected Information

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that Section II, DEFINITIONS, **Network Extortion Threat**, is amended by deleting paragraph 1 and replacing it with the following:

1. release, divulge, disseminate, destroy or use:
 - a. **Protected Information**, in any format, irrespective of how such **Protected Information** was taken without authorization from an **Insured**; or
 - b. confidential corporate information of an **Organization**, as a result of the unauthorized access to or unauthorized use of an **Insured's Computer System** or **Shared Computer System**;

All other terms and conditions of this **Policy** remain unchanged.

Conduct Exclusion Amended – Final, Non-Appealable Adjudication
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy

It is agreed that Section III, EXCLUSIONS, subsection A, EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS, Exclusion 1, Conduct, is deleted and replaced with the following:

1. Conduct

alleging, based upon, arising out of or attributable to:

- a. any fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by an **Insured**; or
- b. the gaining in fact of any profit, remuneration or financial advantage to which any **Insured** was not legally entitled.

However, this exclusion shall not apply to **Claims Expenses** or the **Insurer's** duty to defend any such **Claim**, until there is a final, non-appealable adjudication in any underlying proceeding or action against the **Insured** as to such conduct or violation, at which time the **Insured** shall reimburse the **Insurer** for any **Claims Expenses** paid by the **Insurer**. Provided that:

- i. no conduct pertaining to any natural person **Insured** shall be imputed to any other natural person **Insured**; and
- ii. any conduct pertaining to any past, present, or future **Control Group Member**, other than a Rogue Actor, shall be imputed to an **Organization**. For purposes of this exclusion, "Rogue Actor" means a **Control Group Member** acting outside his or her capacity as such.

All other terms and conditions of the **Policy** remain unchanged.

Educational Institutions Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that, Section II, Definitions, is amended as follows:

1. The following definitions are added:

- **Educational Executive** means an **Executive** of the **Educational Institution** or a **Subsidiary**.
- **Educational Institution** means the institution of learning named in Item 1 of the Declarations.
- **Employee** means any natural person whose services or labor is engaged and directed by, and who is acting solely within the scope of his or her employment with, the **Educational Institution**, including any:
 1. principal, assistant principal, chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer; provided, however, that with respect to any volunteer, such person shall be considered an “**Employee**” solely in the event that at the time of the **Incident**, he or she: (i) had already been provided with the **Educational Institution’s** policies and procedures regarding the protection of **Protected Information**; (ii) was in full compliance with such policies and procedures; and (3) there are no allegations that he or she was not in full compliance with any such policies and procedures with respect to such **Incident**;
 2. student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements; or
 3. independent contractors who are natural persons, but only with respect to:
 - a. services performed by the independent contractor on behalf of the **Educational Institution** or **Subsidiary** thereof, and
 - b. those independent contractors whom the **Educational Institution** is required to indemnify based upon written contract or indemnity agreement which was executed by both the **Educational Institution** or **Subsidiary** and the independent contractor prior to the **Incident** for which indemnity is being sought.
- **Executive** means any natural person who was, now is or shall become a duly elected or appointed director, officer, trustee, manager, in-house general counsel, governor, duly constituted committee member (or the functional equivalent of such positions).
- **Insured Educators** means:
 1. all persons who were, now are or shall be an **Educational Executive**;
 2. all persons who were, now are or shall be lawfully elected or appointed members of the board of education or board of regents of the **Educational Institution**;
 3. **Employees** of the **Educational Institution**;
 4. student teachers and volunteers while acting solely for or on behalf of, and at the written request and under the direction of, the **Educational Institution**; provided however that with respect to any volunteer, such person shall be considered an “**Employee**” solely in the event that at the time of the **Incident**, he or she: (i) had already been provided with the **Educational Institution’s** policies and procedures regarding the protection of **Protected Information**; (ii) was in full compliance with such policies and procedures; and (3) there are no allegations that he or she was not in full compliance with any such policies and procedures with respect to such **Incident**;

5. commissions, boards, or other units, and members and **Employees** thereof, operated by and under the jurisdiction of such **Educational Institution** and within an apportionment of the total operating budget indicated in the application for this **Policy**;
6. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** in their capacity as a duly appointed official of a governmentally-recognized outside tax exempt entity; or
7. elected or duly appointed **Educational Executives** and **Employees** of the **Educational Institution** while acting at the written request of the **Educational Institution** and in their capacity as a director or officer of a **Not-for-Profit Entity** for their involvement in any **Incident** in their respective capacities as a director or officer of such **Not-for-Profit Entity**, provided that:
 - a. the appointment of the elected or duly appointed official or **Employee** to such **Not-for-Profit Entity** is based solely upon the person's being an elected or duly appointed **Educational Executive** or **Employee** of the **Educational Institution**; and
 - b. such elected or duly appointed **Educational Executive** or **Employee** is directed in writing by the **Educational Institution** to serve as a director or officer of such **Not-for-Profit Entity** prior to beginning such service.

Coverage afforded under this **Policy** to the above **Insured Educators** applies only to the extent such persons are acting solely in their capacities as legally authorized representatives, and solely within the scope, of their employment with or representation of the **Educational Institution**.

- **Not-for-Profit Entity** means a non-profit corporation, community chest, fund, foundation or other entity that is not included in the definition of **Educational Institution** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
2. **Insured** is deleted and replaced with the following:
 - **Insured** means the **Educational Institution, Subsidiaries** and any **Insured Educators**.
 3. **Named Insured** is deleted and replaced with the following:
 - **Named Insured** means **Educational Institution**.
 4. **Control Group Member** is deleted and replaced with the following:
 - **Control Group Member** means, as applicable, any superintendent, school board member, principal or assistant principal of an **Insured**, or **Educational Executive**.

All other terms and conditions of this **Policy** remain unchanged.

Duty To Defend A Regulatory Proceeding

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**Chubb Cyber Enterprise Risk Management Policy
Chubb DigiTech® Enterprise Risk Management Policy**

It is agreed that Section IX, DEFENSE AND SETTLEMENT, is amended as follows:

1. Subsection A is deleted and replaced with the following:
 - A. The **Insurer** shall have the right and duty to defend any **Claim** or **Regulatory Proceeding** brought against an **Insured**, even if such **Claim** or **Regulatory Proceeding** is groundless, false or fraudulent.

The **Insurer** shall consider the **Insured's** request regarding the appointment of counsel, but the **Insurer** shall retain the right to appoint counsel and to make such investigation and defense of a **Claim** or **Regulatory Proceeding** as it deems necessary.
2. Subsection B is deleted in its entirety.

All other terms and conditions of this **Policy** remain unchanged.

INVOICE FRAUD FINANCIAL LOSS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:

- a. Paragraph 2 of the definition of **Digital Data Recovery Costs** is deleted and replaced with the following:
 - 2. **Telephone Fraud Financial Loss**; or
 - 3. **Invoice Fraud Financial Loss**,
- b. The following definition is added:

Invoice Fraud Financial Loss means the total amount of uncollectable accounts receivable for which the **Organization** is unable to collect payment, solely as a result of:

- 1. the fraudulent infiltration and manipulation of the **Insured's Computer System** or a **Shared Computer System** from a remote location, followed by
- 2. the release or distribution of any fraudulent invoice or fraudulent payment instructions to a third party, by the actor responsible for such infiltration or manipulation, for actual amounts owed by such third party for products or services provided by an **Insured**, followed by
- 3. such third party actually sending payment to such actor prior to, or within 48 continuous hours of, any **Insured** first discovering that any fraudulent invoices or fraudulent payment instructions were being released or distributed to any third parties purportedly on the **Insured's** behalf, followed by
- 4. the exhaustion of all reasonable efforts by the **Insured** to recover such payment, including seeking the third party's assistance in such efforts; provided, however, the **Insured** shall not be required to file or threaten suit against the third party for purposes of this numbered paragraph 4.

Provided that, if such uncollectable accounts receivable are associated with products or services provided by the **Insured**, then **Invoice Fraud Financial Loss** shall be limited to the **Insured's** variable input costs associated with the provision of such products or services, and therefore shall not include any gross profit margin associated with such products or services.

Invoice Fraud Financial Loss shall not include any loss of profit, or profit margin, associated with the products or services for which **Organization** was unable to collect payment from the third party.

2. Section VI, Limits of Insurance, is amended by adding the following:

- MAXIMUM LIMIT OF INSURANCE FOR INVOICE FRAUD FINANCIAL LOSS
 - A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Invoice Fraud Financial Loss** under Insuring Agreement C shall be:

\$ 250,000 (the "Invoice Fraud Financial Loss Sublimit").

This Invoice Fraud Financial Loss Sublimit shall be part of and not in addition to:

- a. the Each **Cyber Incident** Limit; and
 - b. the Aggregate Limit for all **Cyber Incidents**,
- set forth in Item 4.C. of the Declarations for this **Policy**.

The Invoice Fraud Financial Loss Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Invoice Fraud Financial Loss** under Insuring Agreement C is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.C.

- B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Invoice Fraud Financial Loss Sublimit shall be one hundred thousand dollars (\$100,000).
- C. There shall be no coverage for **Invoice Fraud Financial Loss** other than with respect to Insuring Agreement C.

All other terms, conditions and limitations of this **Policy** remain unchanged.

**REPUTATIONAL EVENT WITH EXTENDED PERIOD OF ATTRITION
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Item 4 of the Declarations, Limits of Insurance, Retentions and Insurance Agreement(s) Purchased, subsection B, Business Interruption and Extra Expense, is amended by adding the following:

	Each Cyber Incident Limit	Aggregate Limit for all Cyber Incidents	Each Cyber Incident Retention
3. Reputational Event Attrition Loss	\$ 1,000,000	\$ 1,000,000	\$ 10,000

2. Section I, Insuring Agreements, Insuring Agreement B, Business Interruption and Extra Expenses, is deleted and replaced with the following:

B. BUSINESS INTERRUPTION AND EXTRA EXPENSES

The **Insurer** will pay:

1. the **Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**, plus after the expiration of the **Observation Period**, any resulting **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by the **Insured** during the **Period of Attrition**;
2. the **Contingent Business Interruption Loss** and **Extra Expenses** incurred by an **Insured** during the **Period of Restoration** resulting directly from a **Cyber Incident** which first occurs during the **Policy Period**; and
3. after the expiration of the **Observation Period**, the **Customer Attrition Expenses** and **Customer Attrition Loss** incurred by an **Insured** during the **Period of Attrition** resulting directly from a **Reputational Event** first discovered and reported during the **Policy Period**.

3. Section II, Definitions, is amended as follows:

A. The definition of **Costs** is amended by adding the following:

7. **Customer Attrition Expenses**; or
8. **Customer Attrition Loss**.

B. The following definitions are added:

- **Customer Attrition Loss** means:
 1. with respect to Insuring Agreement B.1., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Interruption in Service**;
 2. with respect to Insuring Agreements B.3., the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would

have been earned before income taxes had no **Reputational Event** occurred, but only if such difference can be proven by a quantifiable reduction in seasonally-adjusted daily revenue amounts caused by damage to the **Insured's** reputation as a direct result of the **Reputational Event**; and

provided that:

- A. the **Insured** provides **Evidence** that the **Customer Attrition Loss** is a direct result of an **Interruption in Service** under Insuring Agreement B.1. or a **Reputational Event** under Insuring Agreement B.3., as applicable; and
- B. the calculation of **Customer Attrition Loss** will be reduced by any quantifiable increase in the **Insured's** net profit actually earned before income taxes within the **Observation Period** which is in excess of the net profit that would have been earned before income taxes during the same time period had no **Interruption in Service** or **Reputational Event** occurred.

Customer Attrition Loss shall not include:

1. loss arising out of the diminution in value of money, securities, property, or any other item of value;
 2. loss arising out of any liability to any third party as a result of a **Cyber Incident**, including **Damages**;
 3. loss arising out of unfavorable business conditions, loss of market value, or any other consequential loss;
 4. **Claims Expenses**;
 5. **Cyber Incident Response Expenses**;
 6. **Extra Expenses**; or
 7. wages, salaries, or other compensation of directors, officers, similar executives, or employees of any **Insured**.
- **Customer Attrition Expenses** means costs incurred by an **Insured**, with the **Insurer's** prior consent, to retain the services of a third party forensic accounting firm to determine the amount of **Customer Attrition Loss**.
 - **Evidence** means:
 1. written, posted, or printed media material displayed, shared, or published in the public domain (either online or hardcopy) that details or discusses the **Insured's Cyber Incident**; or
 2. any other written material demonstrating a direct link between the **Insured's Cyber Incident** and **Customer Attrition Loss**, such as communications from the **Insured's** customers, but only if such other written material is deemed by an independent forensic adjustor to be legitimately created by a third party not related to the **Insured**.
 - **Observation Period** means the continuous period of time that begins on the date which immediately follows the last date of the **Period of Attrition**, and continues for the same amount of days that are stated in paragraph 3.b. of the **Period of Attrition** definition, regardless of when the **Period of Attrition** actually ends. For purposes of calculating the continuous period of time, the date that immediately follows the **Period of Attrition** is considered day 1.
 - **Period of Attrition** means the continuous period of time that:
 1. with respect to Insuring Agreement B.1., begins with the date which immediately follows the last date of the **Period of Restoration**; and
 2. with respect to Insuring Agreement B.3., begins with the earliest of either:
 - a. the first date that **Evidence** of the **Insured's Cyber Incident**, as defined in paragraph 1.b. of such definition, is dated, published, or posted; or

- b. the date when the **Insured** first sends written notification to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**; and
 - 3. with respect to Insuring Agreements B.1. and B.3., ends on the earliest date of either:
 - a. the earliest date that the **Insured's** customer counts and seasonally-adjusted daily revenue amounts recover to the same level that would have existed had there been no **Interruption in Service** or **Reputational Event**, so long as such recovery is subsequently sustained on an average daily basis over the course of at least ten business days. Such ten-day period shall not be considered part of the **Period of Attrition**; or
 - b. One Hundred and Eighty(180) days after the **Period of Attrition** has begun.
- **Reputational Event** means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:
 - 1. required to comply with **Privacy or Cyber Laws**; or
 - 2. made with the **Insurer's** prior consent.
- 4. Section VI, Limits of Insurance, is amended by adding the following:
 - MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM AN INTERRUPTION IN SERVICE
 - A. Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service** under Insuring Agreement B.1. shall be:

\$ 1,000,000 (the "Interruption in Service Customer Attrition Sublimit").

This Interruption in Service Customer Attrition Sublimit shall be part of and not in addition to:

- a. the Each **Cyber Incident** Limit; and
 - b. the Aggregate Limit for all **Cyber Incidents**,
- set forth in Item 4.B.1. of the Declarations for this **Policy**.

The Interruption in Service Customer Attrition Sublimit shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of an **Interruption in Service** under Insuring Agreement B.1. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.1., and once the applicable **Waiting Period** shown in Item 4.B.1. of the Declarations has expired.

- B. Notwithstanding the foregoing, if the field above in paragraph A of this subsection is left blank or N/A is shown, then the Limits of Insurance shown in Item 4.B.1. of the Declarations shall apply to the sum of all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from an **Interruption in Service**.
- C. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of an **Interruption in Service** other than with respect to Insuring Agreement B.1.
- MAXIMUM LIMIT OF INSURANCE FOR CUSTOMER ATTRITION LOSS AND CUSTOMER ATTRITION EXPENSES RESULTING FROM A REPUTATIONAL EVENT

Subject to Section VI, LIMITS OF INSURANCE, the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** resulting directly from a **Reputational Event** under Insuring Agreement B.3. shall be the applicable Limits shown in Item 4.B.3.

of the Declarations, as amended by this endorsement, which shall be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3.B. of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**. The **Insurer's** obligation to reimburse **Customer Attrition Loss** or **Customer Attrition Expenses** because of a **Reputational Event** under Insuring Agreement B.3. is in excess of the **Insured's** applicable Retention amount as set forth in Item 4.B.3 of the Declarations, as amended this endorsement. There shall be no coverage for **Customer Attrition Loss** or **Customer Attrition Expenses** as a direct result of a **Reputational Event** other than with respect to Insuring Agreement B.3.

- **MAXIMUM LIMIT OF INSURANCE FOR ALL CUSTOMER ATTRITION LOSS**

Notwithstanding anything to the contrary in this **Policy**, if **Customer Attrition Loss** and **Customer Attrition Expenses** are covered under both Insuring Agreement B.1. and Insuring Agreement B.3., the **Insurer's** maximum limit of insurance for all **Customer Attrition Loss** and **Customer Attrition Expenses** shall not exceed the largest applicable **Customer Attrition Loss** limit.

5. Section X, Proof of Loss for First Party Insuring Agreements, subsection B, is deleted and replaced with the following:

- B. In addition to an **Insured's** proof of loss as set forth in Subsection A above, with respect to Insuring Agreement B, the **Business Interruption Loss, Contingent Business Interruption Loss, and Customer Attrition Loss** will be determined taking full account and due consideration of such **Insured's** proof of loss and the trends or circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Business Interruption Loss, Contingent Business Interruption Loss, or Customer Attrition Loss** not occurred, including all material changes in market conditions or adjustment expenses which would affect the net profit generated, as well as income derived from substitute methods, facilities, or personnel used by the **Insured** to maintain its revenue stream. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** on others.

All other terms, conditions and limitations of this **Policy** remain unchanged.

BETTERMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that:

1. Section II, Definitions, is amended as follows:
 - A. The definition of **Digital Data Recovery Costs** is amended by deleting the last full paragraph of that definition, starting with the phrase “**Digital Data Recover Costs** shall not include” and continuing until the end of the definition, and replacing it with the following:

Additionally, **Digital Data Recovery Costs** shall include **Betterment Costs**.

However, **Digital Data Recovery Costs** shall not include:

 - a. costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**, except to the extent that **Betterment Costs** are covered;
 - b. costs or expenses incurred to identify or remediate software program errors or vulnerabilities;
 - c. costs incurred to research and develop **Digital Data**, including **Trade Secrets**;
 - d. the economic or market value of **Digital Data**, including **Trade Secrets**; or
 - e. any other consequential loss or damages.
 - B. The following definition is added:

Betterment Costs means costs or expenses incurred to update, replace, upgrade, recreate, or improve **Digital Data** or a **Computer System** to a level beyond that which existed prior to the applicable **Cyber Incident**, but only if such costs or expenses are:

 1. equal to or less than the costs or expenses to repair, replace, restore, recreate, re-collect, or recover such **Digital Data** or a **Computer System**; or
 2. necessary because of a security vulnerability that cannot otherwise be corrected, fixed, or repaired, and if left unmitigated, could reasonably and foreseeably result in a similar **Cyber Incident** occurring again in the future.

Betterment Costs shall not include any costs or expenses described above which exceed the lesser of either:

 - a. \$100,000 ; or
 - b. 10% of the total amount spent on **Digital Data Recovery Costs**.
2. Section VI, Limits of Insurance, is amended by adding the following:
 - **Betterment Costs** shall be part of and not in addition to:
 - a. the Each **Cyber Incident** Limit; and
 - b. the Aggregate Limit for all **Cyber Incidents**,

set forth in Item 4.C. of the Declarations for this **Policy**. **Betterment Costs** shall also be part of and not in addition to the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

SIGNATURES

Named Insured Greenville City Schools			Endorsement Number Cc1k11k1024
Policy Symbol CYB	Policy Number CYB251260Q2025	Policy Period 07-01-2025 to 07-01-2026	Effective Date of Endorsement 07-01-2025
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

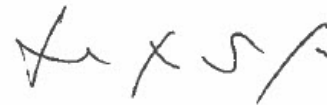
By signing and delivering the policy to you, we state that it is a valid contract.

- INDEMNITY INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- BANKERS STANDARD INSURANCE COMPANY** (A stock company)
- ACE AMERICAN INSURANCE COMPANY** (A stock company)
- ACE PROPERTY AND CASUALTY INSURANCE COMPANY** (A stock company)
- INSURANCE COMPANY OF NORTH AMERICA** (A stock company)
- PACIFIC EMPLOYERS INSURANCE COMPANY** (A stock company)
- ACE FIRE UNDERWRITERS INSURANCE COMPANY** (A stock company)
- WESTCHESTER FIRE INSURANCE COMPANY** (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703



Brandon Peene, Secretary



Juan Luis Ortega, President

Authorized Representative

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: \$0.

MUSICAL WORK OR COMPOSITION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that:

A. Section II, Definitions, the definition of **Media Content**, is deleted and replaced with the following:

Media Content means any data, text, sounds, images, graphics, photographs, or advertisements, and shall include video, streaming content, webcasts, podcasts, blogs, online forums, and chat rooms designed for the specific purpose of attracting the general public or a specific market segment to use the goods, products, or services of an **Organization**. **Media Content** shall not include computer software, software technology, or the actual goods, products, or services described, illustrated, or displayed in such **Media Content**. Further, **Media Content** shall not include content created or posted for any third party, including content created or posted for any third party in the performance of **Professional Services**.

B. Section III, Exclusions, subsection B, Exclusions Applicable To Specific Insuring Agreements, is amended by adding the following exclusion:

- Musical Work or Composition
notwithstanding anything to the contrary in Section III, Exclusions, Exclusion 13, Intellectual Property, and solely with respect to Insuring Agreement F, alleging, based upon, arising out of, or attributable to an **Insured's** actual or alleged dissemination or use of any musical work or composition on the Internet, including any website or social media site of the **Insured**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any “loss” that is otherwise excluded under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

**CONTINGENT BUSINESS INTERRUPTION LOSS AND EXTRA EXPENSES –
SUPPLY CHAIN RISKS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended as follows:

a. The definition of **Interruption in Service** is deleted in its entirety and replaced with the following:

Interruption in Service means a detectable interruption or degradation in service of:

1. with respect to Insuring Agreement B1, an **Insured's Computer System**; or
2. with respect to Insuring Agreement B2:
 - a. a **Shared Computer System**; or
 - b. a **Computer System** of a **Supplier**;

caused by a **Malicious Computer Act**.

Solely with respect to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement, paragraph 2 of the definition of **Contingent Business Interruption Loss** is deleted and replaced with the following:

2. the difference between the amount of the **Insured's** net profit actually earned before income taxes and the amount of the **Insured's** net profit that would have been earned before income taxes had no **Interruption in Service** of a **Computer System** of a **Supplier** occurred.

b. The following definitions are added:

- **Dependencies** means any product or service that is provided directly by a **Supplier** to an **Organization**, and which is listed in the Supplier Schedule in Section 4.A. of this endorsement (hereinafter "Supplier Schedule").
- **Supplier** means any entity that is listed in the Supplier Schedule and provides **Dependencies** directly to an **Organization**, pursuant to a written contract with such **Organization**. In the event that:
 1. any **Supplier** listed in the Supplier Schedule is replaced by the **Organization** with a new vendor to provide the same products or services as previously provided by the replaced **Supplier**; and
 2. the initial contract between the **Organization** and such new vendor, with respect to the provision of the same products or services as the replaced products or services, incepts during the **Policy Period**,

then such new vendor shall be considered a **Supplier** under this endorsement, and the Limits of Insurance, Retention, and **Waiting Period** applicable to the replaced **Supplier** pursuant to this endorsement shall also apply to such new vendor as if it were a **Supplier** for the remainder of the

Policy Period. Such new vendor shall not be considered a **Supplier** beyond the expiration of the **Policy Period**, unless explicitly scheduled on any subsequent renewal of this **Policy**.

- D. Solely with respect to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement, the definition of **Period of Restoration** is deleted and replaced with the following:

Period of Restoration means the continuous period of time that:

1. begins with the earliest date when an interruption of the **Dependencies** from a **Supplier** occurs as a result of an **Interruption in Service** of the **Supplier’s Computer System**; and
2. ends on the date when such **Dependencies** are or could have been repaired, restored, replaced, or substituted, as applicable, with reasonable speed to the same functionality and level of service that existed prior to the **Interruption in Service** of such **Supplier’s Computer System**. Notwithstanding anything to the contrary in the **Policy**, in no event shall the **Period of Restoration** exceed One hundred and twenty(120) days.

- 2. Solely with respect to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement, Section III, Exclusions, subsection A, Exclusions Applicable to All Insuring Agreements, Exclusion 8, Infrastructure Outage, is deleted in its entirety and replaced with the following:

8. Infrastructure Outage

alleging, based upon, arising out of, or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, Internet access service provided by the Internet service provider that hosts an **Insured’s** website, telecommunications, or other infrastructure. However, this exclusion shall not apply to any electricity, gas, water, or other infrastructure services that are expressly identified as **Dependencies** in this endorsement. Further, this exclusion shall not apply to any failures, interruptions, disturbances, or outages of telephone, cable or telecommunications systems, networks, or infrastructure:

- a. under an **Insured’s** operational control which are a result of a **Network Security Failure**;
- b. solely with respect to Insuring Agreement B, which are the result of a **Cyber Incident** impacting a **Shared Computer System**; or
- c. solely with respect to Insuring Agreement E, which are the result of a **Cyber Incident**.

Additionally, and if applicable, this exclusion shall not apply to Insuring Agreement T.

- 3. Subject to Section VI, Limits of Insurance, the following Limits of Insurance, Retention, and **Waiting Period** shall apply to coverage afforded under paragraph 2.b. of the **Interruption in Service** definition, as amended by this endorsement.

\$ 1,000,000 Each Cyber Incident Limit	\$1,000,000 Aggregate Limit for all Cyber Incidents	\$10,000 Each Cyber Incident Retention	Waiting Period: 12 Hours
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The aforementioned Limits shall be part of, and not in addition to, the Maximum Policy Aggregate Limit of Insurance shown in Item 3.B. of the Declarations.

If the fields above are left blank or N/A is shown, then the corresponding Limits of Insurance, Retention, and **Waiting Period** shown in Item 4.B.2.a. of the Declarations shall apply.

4. Supplier Schedule

All non-IT service providers

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

BIOMETRIC PRIVACY SUBLIMIT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Section II, Definitions, is amended to include the following:

Biometric Information means any personally-identifiable biological indicators, including:

1. physical indicators such as retina, iris, fingerprint, facial, dental, or blood vessel geometry;
 2. chemical indicators such as DNA, RNA, or the chemical composition of bodily substances; or
 3. behavioral indicators such as signature, voice, or keystroke analysis.
2. Section III, Exclusions, subsection A, Exclusions Applicable To All Insuring Agreements, is amended to include the following exclusion:

- Biometric Privacy

alleging, based upon, arising out of, or attributable to:

- a. the collection, retaining, or use of any **Biometric Information**, without first:
 1. obtaining the consent of the person whose **Biometric Information** is at issue; and
 2. disclosing the purpose for the collection, retention, or use thereof to the person whose **Biometric Information** is at issue; or
- b. the disclosure (including the sale, lease, or trade) of any **Biometric Information**, other than as expressly requested in writing by the person whose **Biometric Information** is at issue.

However, this exclusion shall not apply to the collection, retention, use or disclosure of **Biometric Information**, as required by law; provided further that, subject to a limit of insurance of \$1,000,000, in the aggregate, this exclusion shall not apply to **Costs, Damages, or Claims Expenses**, including each such **Claim** alleging **Interrelated Incidents**. This sublimit is part of, and not in addition to: (i) the otherwise applicable limits of insurance set forth in Item 4 of the Declarations; and (ii) the Maximum Policy Limit of Insurance set forth in Item 3.B of the Declarations, and will in no way serve to increase the **Insurer's** maximum liability under the **Policy**.

3. Section VII, Retention, is amended by adding the following:

- Solely with respect to that portion of any **Claim** which is covered pursuant to the proviso of the Biometric Privacy Exclusion, the retention shall be \$10,000. Item 4 of the Declarations is deemed amended to effect the purpose of this paragraph.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

Amendatory Endorsement – Tennessee

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

Chubb Cyber Enterprise Risk Management Policy

Chubb DigiTech® Enterprise Risk Management Policy

IF THERE IS ANY CONFLICT BETWEEN THE **POLICY**, OTHER ENDORSEMENTS TO THE **POLICY** AND THIS ENDORSEMENT, THE TERMS PROVIDING THE BROADEST COVERAGE INSURABLE UNDER APPLICABLE LAW SHALL PREVAIL.

It is agreed that:

1. Section XV TERMINATION OF THIS POLICY is amended by adding the following to end of such section:

Notice of termination by the **Insurer** shall include the reason for, and the effective date of such termination.

The **Insurer** shall mail or deliver; at least sixty (60) days advance written of nonrenewal to the **Named Insured**. Notice of norenewal is not required if (i) the **Insurer** has offered to issue a renewal policy; (ii) the **Named Insured** has obtained replacement coverage or has agreed in writing to obtain replacement coverage; or (iii) the **Insurer** has provided notice of nonrenewal required by this section and thereafter the **Policy** is extended for ninety (90) days or less, an additional notice of nonrenewal is not required with respect to the extension.

If the **Insurer** renews this **Policy** with an increase in premium or more than twenty-five percent (25%), the **Insurer** will mail or deliver at least sixty (60) days advance written notice of such premium increase, statin the amount of such increase, to the **Named Insured** at its address set forth in the Declarations.

2. Section XXII. ALTERNATIVE DISPUTE RESOLUTION is amended as follows:

Paragraph A. is amended by adding the phrase “by mutual consent” after the word “shall”.

All other terms and conditions of this **Policy** remain unchanged.

**RANSOMWARE ENCOUNTER SUBLIMIT, RETENTION, AND COINSURANCE
ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

1. Item 4 of the Declarations is amended by adding the following:

Ransomware Encounter Sublimit	\$1,000,000 Each Cyber Incident and in the Aggregate for all Cyber Incidents
Ransomware Encounter Retention	\$10,000 Each Cyber Incident
Ransomware Encounter Coinsurance:	Coinsurance Percentage: 0%

2. Section II, Definitions, is amended by adding the following:

- **Ransomware Encounter** means a **Cyber Incident** involving malicious software which is designed to block access to a **Computer System** or **Digital Data**, or alter, corrupt, damage, manipulate, misappropriate, encrypt, delete, or destroy **Digital Data**, in order to extort a ransom payment from the **Insured** in exchange for restoring access to or decrypting such **Computer System** or **Digital Data**.

Further, **Ransomware Encounter** shall also include any credible threat, or series of credible threats, to release, divulge, disseminate, or use **Protected Information**, or confidential corporate information of an **Insured**, that has been exfiltrated as part of an event described in the paragraph immediately above.

3. Section VI, Limits of Insurance, is amended by adding the following:

- RANSOMWARE ENCOUNTER SUBLIMIT

Notwithstanding anything in this **Policy** to the contrary, solely with respect to Insuring Agreements A-E, the **Insurer's** maximum limit of insurance for all **Costs** incurred in response to a **Cyber Incident** arising out of a **Ransomware Encounter** shall be the **Ransomware Encounter** Sublimit shown in Item 4 of the Declarations, as amended by this endorsement.

The **Ransomware Encounter** Sublimit shall be part of and not in addition to: 1. the applicable limits of insurance shown in Items 4A-E of the Declarations; 2. the Maximum Single Limit of Insurance set forth in Item 3A of the Declarations; and 3. the Maximum Policy Aggregate Limit of Insurance set forth in Item 3B of the Declarations.

4. Section VII, Retention, is amended by adding the following:

- RANSOMWARE ENCOUNTER RETENTION

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, the liability of the **Insurer** shall apply only to that part of **Costs** which is in excess of the **Ransomware Encounter** Retention amount shown in Item 4 of the Declarations, as amended by this endorsement. Such Retention shall be borne uninsured by the **Named Insured** and at the risk of all **Insureds**.

- RANSOMWARE ENCOUNTER COINSURANCE

Notwithstanding anything in this **Policy** to the contrary, solely with respect to a **Cyber Incident** covered under Insuring Agreements A-E that arises out of a **Ransomware Encounter**, and after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the percentage of all **Costs** set forth in the **Ransomware Encounter** Coinsurance shown in Item 4 of the Declarations, as amended by this endorsement, and applied to Insuring Agreements A-E, combined. Payments of any **Costs** by an **Insured** under the **Ransomware Encounter** Coinsurance percentage shall not reduce the Limits of Insurance applicable to Insuring Agreements A-E, including the **Ransomware Encounter** Sublimit, or the Maximum Policy Limits of Insurance. Only the portion of any such **Costs** paid by the **Insurer** shall reduce the foregoing limits of insurance.

5. Section VIII, Notice, is amended by adding the following subsection:
 - Notwithstanding anything in this **Policy** to the contrary, a **Ransomware Encounter** shall also be reported to law enforcement by or on behalf of an **Insured**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

WIDESPREAD EVENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
 CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
 CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the **Policy** is amended as follows:

- Item 4 of the Declarations is amended by adding the following:

Sub-Limited Coverage Extensions for Widespread Events			
Type of Widespread Event	Retention	Coinsurance	Limit of Insurance per Policy Period
Widespread Severe Known Vulnerability Exploit	\$10,000	0%	\$1,000,000
Widespread Software Supply Chain Exploit	\$10,000	0%	\$1,000,000
Widespread Severe Zero Day Exploit	\$10,000	0%	\$1,000,000
All Other Widespread Events	\$10,000	0%	\$1,000,000

- Section I, Insuring Agreements, is amended by adding the following at the beginning of such section:

All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**. Coverage for any **Limited Impact Event** is afforded pursuant to those Insuring Agreements purchased, as shown in Items 4A-E of the Declarations; provided however that coverage for any **Widespread Event** shall apply as set forth in the “Definitions Pertaining To Limited Impact Events and Widespread Events” Subsection of Section II, as shown in paragraph 3 of this endorsement, and is subject to the applicable Retention, Coinsurance, and Limits of Insurance shown in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations, as amended by this endorsement. However, per Section VI, as amended by this endorsement, the terms set forth in the “Sub-Limited Coverage Extensions for **Widespread Events**” section of Item 4 of the Declarations shall only serve to reduce, and thus never increase, the Limits of Insurance set forth in Items 3 and 4A-E of the Declarations.

- Section II, Definitions, is amended by adding the following subsection:

- DEFINITIONS PERTAINING TO LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS**

- All **Cyber Incidents** will be categorized as either a **Limited Impact Event** or **Widespread Event**, which are defined as follows:

Limited Impact Event means a **Cyber Incident** that does not arise from a **Widespread Trigger**.

Widespread Event means a **Cyber Incident** arising from a **Widespread Trigger**.

Widespread Trigger means:

- a single act or interdependent series of acts committed by an actor or coordinated actors who are outside of the **Organization**; or

2. a single error, omission, or failure, or interdependent series of errors, omissions, or failures, of a person or **Computer System** which is outside of the **Organization**,

which constitutes or causes both a **Cyber Incident** and an incident within a **Computer System** of any person or entity outside of the **Limited Impact Group**.

However, **Widespread Trigger** shall not include an act or interdependent series of acts which requires subsequent intervening deceitful manipulation of the actions of an **Authorized User** in order to constitute or cause the **Cyber Incident**.

2. The following are additional definitions relevant to a **Limited Impact Event** or **Widespread Event**:

All Other Widespread Events means a **Widespread Event** not arising from a **Widespread Severe Known Vulnerability Exploit**, **Widespread Software Supply Chain Exploit**, or **Widespread Severe Zero Day Exploit**.

Authorized User means any individual authorized by an **Organization** to access an **Insured's Computer System** or **Shared Computer System**.

Breach Disclosure Incident means a **Cyber Incident**, as defined in paragraph 1.b. of such definition, followed by written notification by the **Insured** to those natural persons whose **Protected Information** was wrongfully disclosed or otherwise compromised as a result of such **Cyber Incident**, but only if such notification by the **Insured** was:

1. required to comply with **Privacy or Cyber Laws**; or
2. made with the **Insurer's** prior consent.

Custodian Breach means any unlawful or unauthorized access, exposure, disclosure, loss, alteration, or destruction of **Protected Information**, or data breach as otherwise defined in **Privacy or Cyber Laws**, within a **Computer System** operated by a third party data custodian under written agreement or contract with an **Insured**.

Limited Impact Group means, collectively:

1. any **Insured** under this **Policy**, except **Additional Insureds**;
2. any person or entity, including any **Additional Insured**, which has a direct business relationship with an **Organization** (a "Relationship"), and:
 - a. is consequently affected by the **Cyber Incident** due solely to such Relationship; or
 - b. through which a **Cyber Incident** consequently arises due solely to such Relationship;
3. any other person or entity which is consequently affected by the **Cyber Incident** due solely to a direct or indirect business relationship with a person or entity described in sub-paragraph 2.a. immediately above; and
4. solely with respect to Insuring Agreements A and E, any "Impacted Party," meaning any person or entity, which has a direct business relationship with a third party data custodian, and where such data custodian experiences a **Custodian Breach**, provided that:
 - a. such **Custodian Breach** results in:
 - i. a **Breach Disclosure Incident**; and
 - ii. such Impacted Party to incur similar notification expenses in order to comply with **Privacy or Cyber Laws**; and
 - b. the act, error, omission, or failure, or interdependent series of acts, errors, omissions, or failures that constitutes or causes such **Custodian Breach** does not also cause additional data breaches of other third parties beyond any Impacted Party.

Widespread Severe Known Vulnerability Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, which as of the first known date of such exploitation is:

1. listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Severe Zero Day Exploit means a **Widespread Trigger** involving the exploitation of a vulnerability in software, other than a **Widespread Severe Known Vulnerability Exploit**, which within 45 days of an associated **Cyber Incident** being reported to the **Insurer**:

1. becomes listed as a Common Vulnerability and Exposure (CVE) in the National Vulnerability Database operated by the National Institute of Standards and Technology; and
2. is assigned a Base Score or Overall Score of 8.0 or greater according to the Common Vulnerability Scoring System (CVSS) version 2.0 or later.

Widespread Software Supply Chain Exploit means a **Widespread Trigger** involving the introduction of malware, a backdoor, or other vulnerabilities into an **Insured's Computer System** or **Shared Computer System**, via malicious insertion of source code into software which is:

1. distributed to multiple customers of the software developer;
2. not custom-developed specifically for any single customer, including an **Insured**; and
3. designated as trusted by a digital certificate, such as a Software Publisher Certificate (SPC).

4. Section VI, Limits of Insurance, is amended by adding the following:

- LIMITS OF INSURANCE FOR LIMITED IMPACT EVENTS AND WIDESPREAD EVENTS

With respect to coverage afforded under Insuring Agreements A-E, and subject to this Section VI:

1. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Limited Impact Event** under Insuring Agreements A, B, C, D, or E, shall be the applicable limits of insurance for such Insuring Agreement shown in Item 4 of the Declarations.
2. The **Insurer's** maximum limit of insurance for each **Cyber Incident** and all **Cyber Incidents** in the aggregate which constitute a **Widespread Event** shall be the applicable **Widespread Event** Limit of Insurance shown in Item 4 of the Declarations, as amended by this endorsement.
3. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the applicable Limit of Insurance shown in Items 4A-E of the Declarations, and shall never serve to increase such Limits of Insurance, or add coverage under any Insuring Agreement for which no Limit of Insurance is provided.
4. The **Widespread Event** Limits of Insurance shall be part of, and not in addition to, the Maximum Policy Limit of Insurance shown in Item 3 of the Declarations.

5. Section VII, Retention, is amended as follows:

- a. The title of this section is amended by deleting the term "Retention" and replacing it with the phrase "Retention and Coinsurance".
- b. The following subsection is added:
 - COINSURANCE

With respect to any Sub-Limited Coverage Extension for **Widespread Events** for which a Coinsurance percentage is shown in Item 4 of the Declarations, as amended by this endorsement, after satisfaction of any applicable Retention amount, the **Insureds** shall bear uninsured and at their own risk the applicable percentage of all **Costs, Damages, and Claims Expenses** set forth in the Coinsurance shown in Item 4 of the Declarations ("**Insured's** Coinsurance"), and the **Insurer's** liability for **Costs, Damages, and Claims Expenses** under such Insuring Agreement shall apply only to the remaining percent of such **Costs, Damages, and Claims Expenses**. Payments of any **Costs, Damages, or Claims Expenses** by an **Insured** under the **Insured's** Coinsurance

percentage shall not reduce the applicable Limits of Insurance or the Maximum Policy Limit of Insurance. Only the portion of any such **Costs, Damages, or Claims Expenses** paid by the **Insurer** shall reduce the foregoing limits of insurance. If Coinsurance applies to more than one type of **Widespread Event**, the lowest applicable limit of insurance shall apply for purposes of Coinsurance.

6. Section X, Proof of Loss For First Party Insuring Agreements, is deleted in its entirety and replaced with the following:

X. DUTIES IN THE EVENT OF A CYBER INCIDENT

In the event of a **Cyber Incident**, the **Insureds** shall take every reasonable step to mitigate loss, continue operations, preserve any contractual rights or remedies, and protect and preserve any property, **Computer Systems**, logs, books and records, reports or evidence (collectively, “Elements of Proof”), which may be reasonably necessary for examination in the adjustment of any **Cyber Incident**. To the extent that the **Insureds** incur expenses to protect and preserve any Elements of Proof, such expenses shall be covered under the definition of **Cyber Incident Response Expenses** with **Insurer’s** prior consent.

A. PROOF OF LOSS

1. The **Insured** shall, upon request, render a sworn Proof of Loss to the **Insurer** outlining full particulars of any **Cyber Incident** as soon as practicable after such **Cyber Incident** is reported to the **Insurer** pursuant to Section VIII, Notice. If requested, such Proof of Loss shall include the written reports of any service providers who participated in the investigation or response to such **Cyber Incident**, including the **Cyber Incident Response Team** or any **Non-Panel Response Provider**, or any written reports or correspondence to or from any law enforcement, governmental authority or agency, industry regulatory body, or similar entity.
2. The Proof of Loss shall provide full details of any amounts requested for reimbursement or payment, and shall detail how such amounts were calculated, what assumptions have been made, and any relevant documentary evidence that substantiates the Proof of Loss.
3. The **Insureds** shall cooperate with, and provide any additional information reasonably requested by the **Insurer** in its investigation of any **Cyber Incident**, and shall permit and facilitate the **Insurer’s** investigation and audit of any Elements of Proof relevant to the adjustment of any **Cyber Incident**, including any information requests from third party service providers on behalf of the **Insurer**.
4. In no event shall the **Insured** be obligated to provide information specifically subject to a Written Gag Order to the **Insurer**, while such Written Gag Order is in full force and effect. However, such information may be requested by the **Insurer** as part of the Proof of Loss, as soon as such Written Gag Order is no longer in full force or effect.

B. RIGHT TO INSPECT

The **Insurer** or a third party acting on behalf of the **Insurer** shall be permitted but not obligated to inspect, assess, and audit the **Insured’s** Elements of Proof relevant to the adjustment of any **Cyber Incident**, provided this right to inspect shall not constitute any undertaking on behalf of, or to benefit, any **Insured**. Any additional expense related to such inspection shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

C. ADJUSTMENT AND LOSS PAYMENT

1. The **Insurer** may rely on the Proof of Loss, Elements of Proof, and any independent evidence in determining whether any **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**. Such independent evidence may include information in the public domain or non-public information gathered in the **Insurer’s** investigation, including any reports from relevant third parties, such as government agencies, computer service providers, or computer forensic firms, that detail or discuss the **Cyber Incident**, including its cause and scope. Any expense incurred to obtain any such independent evidence shall be borne by the **Insurer** and will not erode any Limits of Insurance under this **Policy**.

2. **Cyber Incident Response Expenses** shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Limited Impact Event**, up until the earlier point in time that:
 - a. the **Insured** obtains, or reasonably should have obtained, facts or evidence that would reasonably indicate that the **Cyber Incident** is a **Widespread Event**; or
 - b. the **Insurer** actually determines a **Cyber Incident** to be a **Widespread Event** based upon Proof of Loss, Elements of Proof, or any independent evidence.

After such point in time, further **Cyber Incident Response Expenses** incurred shall be covered under Insuring Agreement A under the Limit of Insurance applicable to a **Widespread Event**.

3. If the **Insurer** determines that it is impossible or impracticable to reach a determination of whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insurer** may at any time, in its sole discretion, deem such **Cyber Incident** to be a **Limited Impact Event**, and adjust the **Cyber Incident** accordingly.
 4. With respect to Insuring Agreement B, the **Insurer** may rely on the Proof of Loss and any independent evidence, including the trends and circumstances which affect the profitability of the business and would have affected the profitability of the business had the **Cyber Incident** not occurred, all material changes in market conditions or adjustment expenses which would affect the net profit generated, and potential income derived from substitute methods, in determining coverage for any **Business Interruption Loss**, **Contingent Business Interruption Loss**, and **Customer Attrition Loss**, if such coverage has been purchased. However, the **Insurer's** adjustment will not include the **Insured's** increase in income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a **Malicious Computer Act** or **Non-Malicious Computer Related Act** on others.
 5. The **Insurer** will pay for covered **Costs** after receipt of the complete Proof of Loss, provided the **Insured** has complied with all the terms of this **Policy**, and the **Insurer** and the **Insureds** have agreed on the amounts due for reimbursement. So long as any relevant information is subject to a Written Gag Order, the adjustment of any such **Cyber Incident** shall be suspended, and the Proof of Loss shall be considered incomplete during this time.
 6. If the **Insurer** and the **Insureds** fail to agree on the amount of covered **Costs**, **Damages**, and **Claims Expenses** under this **Policy**, the **Insurer** may issue partial payment of any undisputed amounts, and the provisions set forth in Section XXII, Alternative Dispute Resolution, shall apply with respect to any disputed amounts.
- D. In the event that the **Insured** chooses not to provide a Proof of Loss or Elements of Proof to the **Insurer** in order for the **Insurer** to determine whether a **Cyber Incident** constitutes a **Limited Impact Event** or **Widespread Event**, the **Insured** and the **Insurer** agree that such **Cyber Incident** shall be considered a **Widespread Event** for purposes of coverage under this **Policy**. For purposes of this Subsection D, the **Insured's** failure to provide a Proof of Loss or Elements of Proof shall not be considered a violation of such **Insured's** duties under this **Policy**.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.

COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**CHUBB CYBER ENTERPRISE RISK MANAGEMENT POLICY
CHUBB DIGITECH® ENTERPRISE RISK MANAGEMENT POLICY
CHUBB PROFESSIONAL ENTERPRISE RISK MANAGEMENT POLICY**

It is agreed that the following Section, is added to the **Policy**:

- COORDINATION OF COINSURANCE, RETENTION, AND LIMITS OF INSURANCE

Notwithstanding anything in the Policy to the contrary, if a **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** is covered under more than one Insuring Agreement or Coverage Extension, only the single lowest applicable limit of insurance shall apply with respect to such **Widespread Event, Neglected Software Exploit, Ransomware Encounter, or Non-Malicious Computer Related Act** and the coinsurance and retention applicable to such limit shall also apply.

All other terms, conditions and limitations of this **Policy** shall remain unchanged.



Basic company details

Please complete the following details for the entire company or group (including all subsidiaries) that is applying for the insurance policy. Any defined terms will be bolded and highlighted in blue and can be found in the glossary at the end of this application form:

Company name: **Greeneville City Schools/Greene Technology Center** CFC policy number:

Primary address (address, state, ZIP, country): **PO Box 1420 Greeneville, TN 37744 USA**

Description of business activities: **K-12 Public School**

Website address: **www.gcschools.net**

Date established (MM/DD/YYYY): Number of employees: **650**

Last 12 months gross revenue: \$ **46,430,943.10** Revenue from international sales (%): **0**

Last 12 months gross profit: \$ **n/a (non-profit)**

Please state which financial institution(s) you use for your commercial banking:

Andrew Johnson Bank

Primary contact details

Please provide contact details for the individual within your organization who is primarily responsible for IT security. These details will be used to provide information about downloading our incident response app and receiving risk management alerts and updates:

Contact name: **Chuck Broyles** Position: **Chief Technology Officer**

Email address: **broylesc@gcschools.net** Telephone number: **423.787.8050**

Previous cyber incidents

Please tick all the boxes below that relate to any cyber incident that you have experienced in the last three years (there is no need to highlight events that were successfully blocked by security measures):

Cyber extortion Data loss Denial of service attack IP infringement

Malware infection Privacy breach Ransomware Theft of funds

Other (please specify)

If you ticked any of the boxes above, did the incident(s) have a direct financial impact upon your business of more than \$10,000? Yes No

If 'yes', please provide more information below, including details of the financial impact and measures taken to prevent the incident from occurring again:

We were impacted by the PowerSchool breach. PowerSchool managed the incident and incurred all expenses.

Revenue analysis

Please provide the following details for your top 5 clients:

Name of client:	Primary services:	Annual revenue derived from client:



IT infrastructure and resourcing

Please confirm the name of your managed service provider (if applicable):

What is the approximate number of servers on your network? 70

What is the approximate number of desktops and laptops on your network? 3,500

What is your annual IT budget? 1,239,890

What approximate percentage of your IT budget is spent on IT security? 15%

Is any part of your IT infrastructure outsourced to third party technology providers, including application service providers? Yes No

If you answered "yes" to the question above, please list your critical third party technology providers below (up to a maximum of 10), including a brief summary of the technology services they provide for you:

VoIP and network backbone provided by ENA by Zayo

Data storage and management

Please provide the approximate number of unique individuals that you collect, store and/or process personally identifiable information from, whether on your own systems or with third parties:

Data type	Number of unique individuals
Sensitive data (e.g. medical records, passport details, social security numbers etc)	3,700
Non-sensitive data (e.g. full names, addresses, email addresses etc)	3,700



Please describe your approach towards protecting sensitive and confidential information (e.g. access controls, encryption, network segmentation etc):

We utilize access controls, encryption, and network segmentation. In addition, we utilize an on-prem firewall. We have also implemented a WAF (WaaS).

Please provide details of how often you purge records that are no longer required:

We purge data on schedules as required by various laws.

Please provide details on how you store your back-ups of critical data (e.g. online back-ups stored on your organisation's live environment, offline back-ups stored on a removable storage device that is fully disconnected and inaccessible from the live environment, back-ups stored with an online cloud storage provider etc):

Our backup solution stores the last backup on a dedicated server. Those backups are sent to our backup cloud provider where they are maintained for 30 days. The cloud backups are air-gapped to our network. An administrator must implement any restore.

Please provide details on the frequency of your back-ups, including the frequency of full system back-ups and the frequency of incremental/differential back-ups of critical data:

Servers are backed up nightly, including domain controllers. Critical data (SIS and HR/Finance) is backed up every four hours.

Please provide details on how you secure your back-ups (e.g. back-ups are disconnected and inaccessible from the live environment, multi-factor authentication is required for access to cloud back-ups etc):

As mentioned above, the cloud backups are air-gapped from our network. A separate login is required to login to the backup solution. Our network administrator is the only one that can login to the solution. Any other member of the IT team would have to call the vendor to implement a non-scheduled backup or to request a restore.

Please provide details on how you test your back-ups, including details on how frequently you test the full restoration and recovery of key server configurations and data from back-ups:

We are mostly a virtual environment. That allows our network administrator to periodically (approximately quarterly) perform a restore and examine what was restored without impacting our production environment.

Please provide details on the number of back-up copies you take, including details on how you prevent separate back-up copies being impacted by the same event (if applicable):

As mentioned above, we maintain backups for 30 days. They are separate backups which would allow me to go back 30 days to recover data.



Endpoint security

Which endpoint protection product do you use on your network?

Please provide the name of the vendor and the product used CrowdStrike and Microsoft Defender (A5 license)

Do you use an endpoint detection and response (EDR) product on your network? Yes No

If "yes":

Which product do you use: CrowdStrike and Microsoft Defender (A5 license)

Please provide an overview of how your EDR product is monitored and managed (e.g. internal IT team or outsourced to a third party):

Our network administrator receives all alerts on activity that should be investigated. Both solutions are able to proactively manage alerts with minimal, or no, human intervention. CrowdStrike is also managed by them. They are able to take the appropriate action based upon the threat detected.

Is the EDR product deployed on all endpoints on your network? Yes No

If "no":

What percentage of endpoints do not have EDR deployed and why is it not deployed on these endpoints:

Perimeter security

Do you have next-generation firewalls deployed at all network ingress/egress points? Yes No

How often do you conduct vulnerability scanning of your network perimeter? Annually

How often do you conduct penetration testing of your network architecture? Annually

Please provide details of the third party providers you use to conduct penetration testing (if applicable) MerIT IT provides this service

Please confirm whether multi-factor authentication is required for all remote access to your network: Yes No

If you use an alternative method for securing remote access to your network, such as certificate based authentication for devices, please provide details here:

VPN connection is required for remote access and access to sensitive data.

Please confirm whether multi-factor authentication is required to access all cloud resources holding sensitive or confidential information: Yes No

Email security

Please confirm that multi-factor authentication is enabled for remote access to all company email accounts: Yes No

Do you simulate phishing attacks to test employees at least annually? Yes No

Do you use email filtering software to scan all inbound and outbound email messages in order to filter out spam and malicious content? Yes No

If you answered "yes" to the previous question, please state the name of the vendor and product used for email filtering: Barracuda

If you are an Office 365 user, please provide your Microsoft Secure Score (administrators can find the score using the following link <https://security.microsoft.com/securescore>): 57.75%* - see next box

Network security

Please provide details on how you protect privileged user accounts (e.g. using privileged access management solutions, restricting privileged user accounts to specific devices, enhanced monitoring of accounts for anomalous usage, multifactor authentication enabled for remote access etc):

Privileged accounts are monitored closely. Our SIEM monitors and notifies our network administrator when they are used.

*Secure Score above explanation: We are still in the process of implementing the changes recommended. Many of them do not apply to our network. We are also a hybrid install. Although I have made group policy changes to make the recommended settings, they do not get reported back to Microsoft because we have not yet implemented InTune.

Do non-IT users have local administrator rights on their laptops/desktops? Yes No

Do you use a network monitoring solution to alert your organisation to suspicious activity or malicious behaviour on your network? Yes No

If you answered "yes" to the previous question, please state the name of the vendor and product used for network monitoring: Netikus - EventSentry - CrowdStrike

Please provide details on whether you have a Security Operations Centre (SOC) that is responsible for event monitoring and detection, vulnerability management and incident response. Please include details on the hours of operation and whether this is an internal function or outsourced to a third party:

CrowdStrike provides this service.

Do you have any end of life or end of support software? Yes No

If "yes", please provide details on what the end of life or end of support software is, how it is used, whether it is segregated from the rest of the network and if so, how it is segregated:

Please describe your patch management process and how you ensure that all critical patches are applied in a timely fashion, including a timeframe of how quickly you would implement patches for zero day vulnerabilities after they have been released by the vendor:

We use a Kace K1000 appliance to manage patches and updates. All critical patches are applied immediately.

Please provide details of any major changes that you have planned for your IT infrastructure in the next 12 months (if any):

We plan to replace our two physical domain controllers. We also plan to add a third host to our VM infrastructure. Our data center will be moving to a new physical location within the next 12 months.



Additional controls

Please confirm that **before** any change is made to a third party's account details, you obtain authorization from the third party via an authentication method which is different to the original method used to request the change? Yes No

Please confirm that **before** you transfer funds to an account that you haven't paid into before, you obtain authorisation from the recipient of the funds via an authentication method which is different to the original method used to request the transfer? Yes No

Do you provide training on phishing/social engineering scams for all employees involved in transferring funds on behalf of your organisation on at least an annual basis? Yes No

Please tick all the boxes below that relate to controls that you currently have implemented within your IT infrastructure (including where provided by a third party). If you're unsure of what any of these tools are, please refer to the explanations on the final page of this document.

- Application whitelisting Asset inventory Custom threat intelligence Database encryption
- Data loss prevention DDoS mitigation DMARC DNS filtering
- Employee awareness training Incident response plan Intrusion detection system Perimeter firewalls
- Security info & event management Virtual private network (VPN) Web application firewall Web content filtering

Please provide the name of the software or service provider that you use for each of the controls highlighted above:

ContentKeeper
CrowdStrike
Microsoft
SonicWall
Barracuda
EventSentry

Important notice

By signing this form you agree that the information provided is both accurate and complete and that you have made all reasonable attempts to ensure this is the case by asking the appropriate people within your business. CFC Underwriting will use this information solely for the purposes of providing insurance services and may share your data with third parties in order to do this. We may also use anonymized elements of your data for the analysis of industry trends and to provide benchmarking data. For full details on our privacy policy please visit www.cfcunderwriting.com/privacy

Contact name: Chuck Broyles

Position: Chief Technology Officer

Signature:

Date (MM/DD/YYYY):

04/23/2025

Application whitelisting

A security solution that allows organisations to specify what software is allowed to run on their systems, in order to prevent any nonwhitelisted processes or applications from running.

Asset inventory

A list of all IT hardware and devices an entity owns, operates or manages. Such lists are typically used to assess the data being held and security measures in place on all devices.

Custom threat intelligence

The collection and analysis of data from open source intelligence (OSINT) and dark web sources to provide organisations with intelligence on cyber threats and cyber threat actors pertinent to them.

Database encryption

Where sensitive data is encrypted while it is stored in databases. If implemented correctly, this can stop malicious actors from being able to read sensitive data if they gain access to a database.

Data loss prevention

Software that can identify if sensitive data is being exfiltrated from a network or computer system.

DDoS mitigation

Hardware or cloud based solutions used to filter out malicious traffic associated with a DDoS attack, while allowing legitimate users to continue to access an entity's website or web-based services.

DMARC

An internet protocol used to combat email spoofing – a technique used by hackers in phishing campaigns.

DNS filtering

A specific technique to block access to known bad IP addresses by users on your network.

Email filtering

Software used to scan an organisation's inbound and outbound email messages and place them into different categories, with the aim of filtering out spam and other malicious content.

Employee awareness

Training programmes designed to increase employees' security awareness. For example, programmes can focus on how to identify potential phishing emails.

Endpoint detection and response (EDR)

A software tool that works by monitoring and collecting data from endpoints and recording the information in a central database where further analysis, detection, investigation, reporting and alerting take place.

Endpoint protection

Software installed on individual computers (endpoints) that uses behavioural and signature based analysis to identify and stop malware infections.

Incident response plan

Action plans for dealing with cyber incidents to help guide an organisation's decision-making process and return it to a normal operating state as quickly as possible.

Intrusion detection system

A security solution that monitors activity on computer systems or networks and generates alerts when signs of compromise by malicious actors are detected.

Managed service provider

A third party organisation that provides a range of IT services, including networking, infrastructure and IT security, as well as technical support and IT administration.

Mobile device encryption

Encryption involves scrambling data using cryptographic techniques so that it can only be read by someone with a special key. When encryption is enabled, a device's hard drive will be encrypted while the device is locked, with the user's passcode or password acting as the special key.

Multi-factor authentication

Where a user authenticates themselves through two different means when remotely logging into a computer system or web based service. Typically a password and a passcode generated by a physical token device or software are used as the two factors.

Network monitoring

A system, utilising software, hardware or a combination of the two, that constantly monitors an organisation's network for performance and security issues.

Next-generation firewalls

Software or hardware solutions that combine traditional firewall technology with additional functionality, such as encrypted traffic inspection, intrusion prevention systems and anti-virus.

Penetration tests

Authorized simulated attacks against an organisation to test its cyber security defences. May also be referred to as ethical hacking or red team exercises.

Perimeter firewalls

Hardware solutions used to control and monitor network traffic between two points according to predefined parameters.

Security info & event management (SIEM)

System used to aggregate, correlate and analyse network security information – including messages, logs and alerts – generated by different security solutions across a network.

Security Operations Centre (SOC)

A facility that houses an information security team responsible for monitoring and analysing an organisation's security posture on an ongoing basis. The SOC team's goal is to detect, analyse and respond to cybersecurity incidents using a combination of technology solutions and a strong set of processes. SOC's can be internal and run by the organisation themselves or outsourced to a third party.

Virtual private network (VPN)

A VPN is an encrypted connection over the internet from a device to a network. The encrypted connection helps ensure that sensitive data is safely transmitted. Most commonly used to provide a secure remote connection to an organisation's network.

Vulnerability scans

Automated tests designed to probe computer systems or networks for the presence of known vulnerabilities that would allow malicious actors to gain access to a system.

Web application firewall

Protects web facing servers and the applications they run from intrusion or malicious use by inspecting and blocking harmful requests and malicious internet traffic.

Web content filtering

The filtering of certain web pages or web services that are deemed to pose a potential security threat to an organisation. For example, known malicious websites are typically blocked through some form of web content filtering.

Commercial Relocation Proposal

Prepared for: Greeneville School District – per SWC 170, Moving Services Specifications

Prepared by: Apex Moving + Storage

Start Date: June 9th

Project Contacts

Client Point of Contact

R Hensley
Greeneville School District
(423) 823-0099
hensleyr@gcschools.net

Apex Moving + Storage Contact

Andrew Komornik
Director of Commercial Services
(720) 245-5145
andrew.komornik@apex-moving.net

Scope of Work

Project Overview

Apex Moving + Storage will complete the relocation of administrative offices, warehouse contents, and bus garage equipment from 312 Floral Street to 1121 Hal Henard Road in Greeneville, TN. Services include furniture disassembly/reassembly, warehouse palletization, and transportation of all designated items.

Apex Services Provided

- Disassemble and reassemble select office furniture
- Transport pre-packed and labeled office contents
- Palletize warehouse contents including tool aisles and loose materials
- Shrink-wrap pallets as necessary
- Disassemble warehouse racking (client will reassemble)
- Use garage doors for loadout/delivery
- Transportation: Two 26-foot box trucks with liftgates
- Labor: W2 Apex employees, background-checked, ID badges
- Forklift-certified personnel for onsite handling

Client Responsibilities

- Box and label all contents with room numbers
- Ensure clear access at origin and destination
- Disconnect all IT equipment
- Identify sensitive electronic items for special handling
- Determine handling of outdoor/misc. items (move, palletize, or discard)
- Relocate buses and large vehicles before move start

Building Access & Conditions

Origin – 312 Floral Street:

- Stairwells and doorways for offices
- Garage doors for warehouse/bus garage
- Forklifts available for Apex use

Destination – 1121 Hal Henard Road:

- Three roll-up doors for access
- Double-door access to office areas
- Liftgates required due to lack of dock height

Schedule & Time Constraints

- Estimated Duration: 5–7 days
- Preferred Start Date: Monday (TBD)
- No movement during school business hours
- After-hours and weekend work approved
- Move order: Offices → Warehouse → Bus Garage
- Daily windows may range from 8–12 hours
- School representative onsite at both locations for direction

Equipment & Materials

- Pallet jacks and shrink wrap
- Labels and moving tape (if requested)
- Standard furniture tools and protective gear

Additional Notes

- Graduation chairs and related items delivered to final location directly
- Outdoor materials (e.g., blocks, debris) may be discarded if unnecessary
- Final item placement per onsite representative
- Forklift operation allowed; Apex will supply certified operators as needed

Total Project Price

- Warehouse: \$16,732.90
- Offices: \$13,944.07
- Total Project Price: \$30,676.97

This estimate includes all labor, transportation, disassembly/reassembly, palletizing, materials, and liftgate service. A detailed invoice will follow upon acceptance. Any changes in scope will require a formal change order.

Signature & Agreement

By signing below, the client acknowledges and agrees to the scope of work, services provided, and the client's responsibilities as outlined in this proposal.

Client Representative

Name: _____

Signature: _____

Date: _____

Apex Moving + Storage

Name: Andrew Komornik

Signature: _____

Date: _____

Apex Moving + Storage

Your Trusted Partner in Commercial Relocation

(720) 245-5145

andrew.komornik@apex-moving.net

www.apex-moving.net



Estimate #41588

Greeneville City Schools Warehouse
Estimate

Date: 5/14/2025

Bill To

Roger Hensley
Greeneville City Schools
1121 HAL HENARD RD
GREENEVILLE TN 37743-7543
United States

TOTAL

\$64,053.20

Expires: 6/13/2025

Origin Information	Destination Information	General Information
Greeneville City Schools 312 FLORAL ST Greeneville TN 37743-3612 United States (423) 823-0099	Greeneville City Schools 1121 HAL HENARD RD Greeneville TN 37743-7543 United States	Sales Rep: Mark E Oglesby

Item	Qty	Rate	Amount
Business Labor & Vehicles (S) Move whse equipment and supplies. Two Tractor Trailers, One Straight Truck, One Rollback Truck, Two Supervisors, Fork Operator, Nine Movers for estimated six days. Final labor costs will be based on the actual time and manpower utilized in completion of the move. Rates based on state bid SWC # 170 for moving services under Armstrong Chattanooga Contract # 63750, and Supplier ID 135083.	1		
Labor - SUPERVISOR (Hr) Two Supervisors (Contract line 1)	120	\$60.00	\$7,200.00
TRACTOR/TRAILER SML Two tractor trailers	120	\$65.00	\$7,800.00
Vehicle - 1 Truck (Hr) One straight truck (Contract line 5)	60	\$50.00	\$3,000.00
Labor - Movers (Hr) Nine Movers (Contract line 3)	540	\$40.00	\$21,600.00
Vehicles - Passenger Van 1 Passenger Van--6 days	6	\$150.00	\$900.00
Forklift Services Certified fork operator	60	\$60.00	\$3,600.00



**Greenville City Schools Warehouse
Estimate**

Date: 5/14/2025

Item	Qty	Rate	Amount
ROLLBACK REVENUE Rollback Truck	60	\$50.00	\$3,000.00
FUEL SURCHARGE 7% (Contract line 17)	1	\$3,557.40	\$3,557.40
TRAVEL TIME (Hr) 6 hours based on total of supervisor, mover and truck rates.	6	\$770.00	\$4,620.00
INSURANCE SURCHARGE 1,5% IRR Admin surcharge (Contract line 18)	1	\$775.80	\$775.80
COMM SERVICES- OVERBOOK Per diem charges	1	\$8,000.00	\$8,000.00
VALUATION Basic legal liability of sixty cents per pound per article--no charge	1	\$0.00	\$0.00
			\$64,053.20
Subtotal			\$64,053.20
Discount			
Total			\$64,053.20

Signature

Date:

Customer PO:

Memo:

DISCLAIMER: A surcharge will be assessed at time of payment if payment is made using a card.





Estimate #41584

Greeneville City Schools Admin
Offices Estimate

Date: 5/14/2025

Bill To

Roger Hensley
Greeneville City Schools
1121 HAL HENARD RD
GREENEVILLE TN 37743-7543
United States

TOTAL

\$35,204.67

Expires: 6/13/2025

Origin Information	Destination Information	General Information
Greeneville City Schools 312 FLORAL ST Greeneville TN 37743-3612 United States (423) 823-0099	Greeneville City Schools 1121 HAL HENARD RD Greeneville TN 37743-7543 United States	Sales Rep: Mark E Oglesby

Item	Qty	Rate	Amount
Business Labor & Vehicles (S) Move offices from two floors of school, plus the bus office and bus garage. Two Straight Trucks, Supervisor, and Eight Movers for estimated five days. Final labor costs will be based on the actual time and manpower utilized in completion of the move. Rates based on state bid SWC # 170 for moving services under Armstrong Chattanooga Contract # 63750, and Supplier ID 135083.	1		
Labor - SUPERVISOR (Hr) Project Manager/Supervisor (Contract line 1)	50	\$60.00	\$3,000.00
Vehicle - 1 Truck (Hr) Two straight trucks (Contract line 5)	100	\$50.00	\$5,000.00
Labor - Movers (Hr) One Driver & Seven Movers (Contract line 3)	400	\$40.00	\$16,000.00
Vehicles - Passenger Van 1 Passenger Van--5 days	5	\$150.00	\$750.00
FUEL SURCHARGE 7% (Contract line 17)	1	\$1,881.60	\$1,881.60
TRAVEL TIME (Hr) 6 hours based on total of supervisor, mover and truck rates.	6	\$480.00	\$2,880.00





Estimate #41584

Greeneville City Schools Admin
Offices Estimate

Date: 5/14/2025

Item	Qty	Rate	Amount
INSURANCE SURCHARGE 1,5% IRR Admin surcharge (Contract line 18)	1	\$418.57	\$418.57
COMM SERVICES- OVERBOOK Per diem charges	1	\$5,000.00	\$5,000.00
VALUATION Basic legal liability of sixty cents per pound per article--no charge. Options: Full Value Protection, \$50,000 minimum coverage No deductible \$950.00 \$500 deductible \$530.00 \$1000 deductible \$351.00	1	\$0.00	\$0.00
3RD PARTY CHARGES Shipping computer keyboard/peripheral bags and move labels	1	\$100.00	\$100.00
MATERIALS FURNISHED OTHER 25 keyboard/peripheral bags	25	\$2.50	\$62.50
MATERIALS FURNISHED OTHER 4 packets of moving labels (4000)	4	\$28.00	\$112.00
			\$35,204.67
		Subtotal	\$35,204.67
		Discount	
		Total	\$35,204.67
Signature	Date:		

Customer PO:

Memo:

DISCLAIMER: A surcharge will be assessed at time of payment if payment is made using a card.

