CyberFortress™

Revenue Interruption Insurance Policy

Administered by CyberFortress

In consideration of the Insured's payment of the premium and the Insured's promise to perform all of the responsibilities set forth in this Policy; in reliance upon the information and statements contained in the application; and subject to the terms, conditions, Limit of Liability, exclusions and all other provisions of this Policy, the Company agrees to provide the Insured with the insurance coverage described herein.

Any terms in this Policy beginning with capital letters are defined in Section IV of this Policy.

I. What this Policy Covers

Subject to all the terms, conditions and limitations of this Policy, the Company agrees to pay the Insured in accordance with Section II of this Policy if:

1. the Covered URL experiences a Downtime Event; and

2. the Insured experiences a Covered Loss.

II. How Much the Company Will Pay

The most the Company will pay for a single Downtime Event is the Per Occurrence Claim Limit, as stated on the Declarations page. The most the Company will pay regardless of the number of Downtime Events in a month is the Monthly Aggregate Limit of Liability, as stated on the Declarations page.

If the Downtime Event Period exceeds the Deductible Waiting Period stated on the Declarations page, the Company will pay the Per Hour Claim Limit for each hour of Downtime Event Period

that exceeds the Deductible Waiting Period, up to the Per Occurrence Claim Limit and Monthly Aggregate Limit of Liability stated on the Declarations page. Partial hours of Downtime Event Period will be rounded to the nearest hour.

If Downtime Event Period does not exceed the Deductible Waiting Period stated on the Declarations page, the Company will not pay the Insured.

The Company will issue any payments to the Insured as stated in the Declarations.

III. How to Submit a Claim

As described in Section VI.1, CyberFortress monitors the Covered URL and will provide notification to the Insured that Downtime Event has occurred. If CyberFortress has not notified the Insured of a Downtime Event in excess of the Deductible Waiting Period listed on the Declarations Page, for the Covered URL, the Insured must notify Company. In either case, in order to receive payment following a Downtime Event, the Insured must complete a loss report. To receive payment, the Insured must submit a loss report as soon as reasonably practicable, but in no event later than 30 days from the time of the Downtime Event.

IV. Definitions

1. **Monthly Aggregate Limit of Liability** means the limit the Company will pay for multiple occurrences or claims in a single month.

2. **Company** means the insurance company providing this insurance, as shown on the Declarations page for this Policy.

3. **Covered URL** is the unique Uniform Resource Locator to which this Policy applies, as shown inthe Declarations.

4. **Covered Loss** means the Insured's Revenue Loss resulting from a Downtime Event affecting the Covered URL, except as excluded or limited in this Policy.

5. **Declarations Page** means the first page of this Policy showing the Insured's name and Covered URL, the Monthly Policy Premium the Insured must pay to the Company, the Policy Period, and the Limit of Liability.

6. **Downtime Event** means a discrete period of unavailability that prevents the Insured from collecting revenue via the Covered URL through no intention of the Insured. The following are examples of Downtime Events:

a. cyber attack, which is an act directed at, enacted upon, or introduced into computers,software, or associated devices or equipment and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, use or prevent or restrict access to or the use of any part of computers, software or associated devices or equipment or otherwise disrupt its normal functioning or operation. Cyber attacks can be due to:

    i. unauthorized entity or person gaining access to, or use of computers, software, and associated devices or equipment, or the use of computers, software and associated devices or equipment in an unauthorized manner;

    ii. a denial-of-service attack; or

    iii. an infection by malicious code or transmission of malicious code.

b. Service Provider unintentional failure to provide services which if not provided cause a Downtime Event.

c. Errors or bugs in code used to build, deploy, or deliver a website or service.

d. Accidental mistakes by the Insured or the Insured's employees or contractors while building, deploying, and delivering the website at the Covered URL.

The Insured intentionally taking down or rendering the Covered URL non-operational is not a Downtime Event.

The occurrence of a Downtime Event will be determined by CyberFortress, according to data gathered via monitoring the Covered URL and other available information. All Downtime Events meeting the above criteria and occurring within a period of 176 hours shall be considered a single Downtime Event.

7. **Downtime Event Period** means the length of time of a single Downtime Event.

8. **Insured** refers to the insured entity or organization to which this Policy applies, as shown in the Declarations for this Policy.

9. **Policy** means this Revenue Interruption Insurance Policy and all applicable amendments and endorsements, as shown on the Declarations page.

10. **Policy Period** means the time period to which this Policy applies, as shown in the Declarations.

11. **Revenue Loss** means the Insured's financial loss of revenue that was typically generated via the Covered URL. The amount of Revenue Loss is agreed to by CyberFortress and the Insured prior to the beginning of the coverage period, based on the Insured's historical revenue generated via the Covered URL. Revenue Loss is expressed as the Monthly Coverage Limit and used to calculate the Per Hour Claim Limit shown in the Declarations for this Policy.

Revenue Loss does not include any of the following:

    a. revenue generated via a service that CyberFortress is unable to monitor as described in Section VIII. 1., such as mobile or tablet application revenue that does not flow through an observable website and in-application purchases from an application on a mobile device or tablet;

    b. offline revenue, such as revenue collected via a physical storefront location, or revenue through a different system unless this system causes a Downtime Event to the Covered URL;

    c. loss where the only evidence of such loss is the Insured's net income loss without a Downtime Event for the Covered URL;

    d. expenses incurred as a result of a Downtime Event such as:

        i. incident response and investigation costs;

        ii. time spent recouping lost data and records management, including decontamination and recovery;

        iii. crisis communications, public relations initiatives, and reputational mitigation expenses;

        iv. criminal reward funds;

        v. costs of notifying those affected by a data breach;

        vi. costs of providing identity theft protection, credit monitoring, or credit remediation to those affected by a data breach;

    e. physical loss or damage to property, including physical inventory;

    f. costs due to structured and planned security audits;

    g. costs due to updates or improvements to programs, systems, computers, software, or associated devices or equipment;

    h. reputational harm or brand damage;

    i. reduced value of intellectual property;

    j. computer fraud or online theft of property;

    k. network or data extortion costs (i.e. ransom payments due to ransomware).

12. **Service Provider** means a third party utility provider, internet service provider, hosting provider, telecommunication provider, application service provider, payment processor, or payment service provider.

13. **Deductible Waiting Period** means the period of Downtime the Covered URL must experience before coverage under this Policy applies. This is shown as an amount of hours on the Declarations page for this Policy.

V. Cancellation, Nonrenewal, and Renewal

1. The Insured may cancel this Policy at any time in advance of the notification date by notifying the Company in writing of the date cancellation is to take effect. Backdating of Insured cancelation to a date prior to receipt of the cancelation by the Company is not permitted.

2. The Company may cancel this Policy only for the reasons stated below by letting the Insured know in writing of the date cancellation takes effect. This cancellation notice may be delivered to the Insured electronically, or mailed to the Insured at the Address shown on the Declarations page. Proof of mailing to the Insured Email Address of Notification on the Declarations Page will be sufficient proof of notice.

   a. When the Insured has not paid the premium within 10 days of the start of the current or subsequent monthly coverage period.

   b. When this Insured's exposure has increased and the Insured and its Covered URL no longer meet the Company's underwriting eligibility rules, the Company may cancel by letting the Insured know at least 10 days before the date cancellation takes effect.

3. When this Policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

4. If the return premium is not refunded with the notice of cancellation, the Company will refund it within a reasonable time after the date cancellation takes effect. The Company will not refund premium or send payment for a claim or otherwise to the Insured for less than $1.00 USD.

5. Either party may elect not to renew this Policy by providing written notice to the other. The Company may do so by delivering to the Insured electronically, or mailing to the Insured at the Address shown in the Declarations, written notice at least 10 days before the expiration date of this Policy. Proof of mailing will be sufficient proof of notice.

6. Unless the Insured give the Company notice of the Insured's intent not to renew the Policy prior to the end of any Policy Period in accordance with Section V.5, the Company may elect to renew the Insured's policy at the end of each Policy Period in accordance with this Section by providing the Insured written notice of renewal.

VI. Exclusions

No coverage is provided for any loss arising directly or indirectly out of, or as a result of, the following:

1. manipulation of data provided to CyberFortress, including the Insured blocking CyberFortress from monitoring activities of the Covered URL as required by Section VII.1;

2. fraudulent, dishonest, malicious, or intentional sabotage act on the Covered URL by the Insuredor the Insured's employees;

3. loss of service from a Service Provider due to the insured's failure to pay the Service Provider;

4. employee or non-employee strike or labor dispute;

5. nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;

6. declared or undeclared war, acts of terrorism, insurrection, rebellion, revolution, warlike act by a military force or military personnel or any person, destruction or seizure or use for a military purpose, and any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

7. third party liability or cost to restore or a Covered URL or a data breach or penalties of any kind;

8. bodily injury to the Insured or any other individual(s);

9. any peril or reason other than, not related to, or not arising out of a Downtime Event as described in this Policy.

VII. Conditions

1. Access to Covered URL. The Insured agrees to allow CyberFortress to monitor activities on the Covered URL.

2. Fraud or Misrepresentation. The Company issued this Policy in reliance upon the truth of all representations made by the Insured. This Policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or a claim under this Policy.

3. Sanctions. This Policy does not provide coverage and the Company will not make any payments or provide any service or benefit to any Insured to the extent that such coverage, payment, service, benefit, or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

4. Assignment. This Policy and the rights and obligations hereunder are not assignable to a third party by the Insured without the prior written consent of the Company.

5. Entire Agreement. This Policy, together with the application the Insured completed to purchase it, contains the full and complete understanding and agreement between the Insured and the Company with respect to the subject matter hereof and may only be changed by endorsement issued to form a part of this Policy.

6. Headings. The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

7. Legal Action Against the Company. The Insured agrees not to bring legal action against theCompany unless the Insured has complied with all conditions of this policy. The Insured agrees to bring any legal action against the Company within one year after a Downtime Event, but not earlier than 30 days after the loss report form has been submitted to the Company, and a formal claim dispute has been provided to Company via the contact to report a claim on the Declarations Page.