

ELECTRIC VEHICLE SUPPLY EQUIPMENT AND RELATED SERVICES

PIGGYBACK AGREEMENT NO. 12287

BETWEEN

CITY OF POMPANO BEACH, FLORIDA

AND

OPTIMUS SOLAR, LLC

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, ("Effective Date") by and between:

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

OPTIMUS SOLAR, LLC, a Florida limited liability company whose mailing address is P.O. 1850, Mount Flora, Florida 32756 ("Contractor").

City and Contractor may also be referred to individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, the City's Building Inspection Department wishes to enter into this Agreement for Electric Vehicle Supply Equipment and Related Services (hereinafter "Agreement"); and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation RFP 042221 and contractual arrangement 04221-CPI between Sourcewell (“Sourcewell”) and Chargepoint (“Vendor”), a copy of which is attached hereto and incorporated herein as Exhibit “B1,” and adopted in its entirety by City and Contractor (hereinafter “Contract 042221-CPI”), together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, Contractor is an approved channel partner for Vendor and is authorized to sell ChargePoint hardware and software throughout the United States, a copy Contractor’s authorization letter is attached hereto and incorporated herein as Exhibit “B2”; and

WHEREAS, the City Manager has determined that piggybacking with the Contract 04221-CPI is necessary for Electric Vehicle Supply Equipment and Related Services, and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **RECITATIONS.** The foregoing “WHEREAS” clauses are adopted and incorporated in this Agreement.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and this Contract expires July 20, 2025, unless it is cancelled sooner pursuant to Article 22 of Contract 042221. This Contract may be extended upon request of Sourcewell and with written agreement by Vendor. The Contractor has no right to or vested interest in any renewal term and will be evaluated on its performance under this Agreement prior to the expiration of the then current term or renewal period.

3. **ELECTRIC VEHICLE SUPPLY AND RELATED SERVICES.** The Contractor agrees to provide Electric Vehicle Supply and Related Services Contract 042221 is incorporated into this Agreement for all purposes. In the event of conflict between the Contract 042221 and this Agreement, the order of priority shall be: (1) this Agreement; and then (2) the Contract 042221.

The following provisions are included as supplementary to and amending the Agreement:

A. City shall pay Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement in the total amount not to exceed Fifty-five thousand four hundred fifty-four dollars (\$55,454.00). If the City requires services not covered by unit prices already made a part of the Contract 042221, by and through a separate agreement, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.

B. If permits are required as part of the Electric Vehicles Supply Equipment Related Services, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from City necessary to file such permit applications. The City's Building Inspections Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for Vendor with regard to any and all provisions of the Contract 042221, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations and warranties of Contractor made in the Contract 042221, are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Prior to the execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City in accordance with Exhibit "C," insurance requirements. Contractor shall not commence work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to Contractor for work under this contract shall constitute specific consideration to contractor for the indemnification to be provided under the contract.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) business days' written notice to Contractor.

4. PUBLIC RECORDS.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

5. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

6. **NOTICE.** Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison
City Manager
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060

Carpelo Jeoboam
Assistant Building Official
City of Pompano Beach
100 W. Atlantic Blvd, 3rd Floor
Pompano Beach, Florida 33060

Copy to: Aymara Schmidt
Contract Manager
100 W Atlantic Blvd
Pompano Beach, Florida 33060

For Contractor: Benjamin Pauluhn
P.O. Box 1850
Mount Dora, FL 32756
Office: 314-503-1230
Email: benp@optimusenergysolutions.com

7. **GOVERNING LAW AND VENUE; WAIVER OF TRIAL BY JURY.** The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

8. **NONEXCLUSIVITY.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

9. **INDEPENDENT CONTRACTOR.** Both City and Contractor agree that Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities or other obligations for Contractor's employees, agents or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

10. **COMPLIANCE WITH ALL LAWS.** In the conduct of its activities under this Agreement, Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on Contractor's part shall in no way relieve Contractor from this responsibility. Contractor, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County and the City.

11. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

12. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. **SCRUTINIZED COMPANIES.**

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and

may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- C. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
- D. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

15. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

16. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as to Form:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Witnesses:

Optimus Solar, LLC DBA Optimus Energy Solutions

Nathan Peeler
Nathan Peeler

By: [Signature]
Benjamin M. Pauluhn, Manager

Nathan Peeler
(Print or Type Name)

[Signature]
Shawn M. Biggers
(Print or Type Name)

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 14th day of September, 2024 by Benjamin Pauluhn as Manager of Optimus Solar, LLC DBA Optimus Energy Solutions, a Florida limited company on behalf of the company. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kasey Harbison
(Name of Acknowledger Typed, Printed or Stamped)

HH048250
Commission Number



Exhibit A
Scope of Services
Optimus Solar, LLC

Optimus Energy Solutions (“Contractor”) shall supply, install, and maintain six (5) fleet and (1) commercial electric vehicle (“EV”) charging stations, resulting in twelve (12) total parking spaces, as well as the associated software application for the City of Pompano Beach (“City”) at 100 West Atlantic Blvd.

Contractor shall supply:

Equipment and Materials

- (5) CPF50 - L23 - PEDMNT - CMK6 - DUAL - Dual-plug, CPF50 Fleet unit with 23' chords and chord management kit included.
- (2) CPGW1-LTE - Communications Gateway – Gateway communications box for ChargePoint fleet stations.
- (1) CT4021 - GW1 - Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management.
- (1) CT4001 - CCM - CT4000 Bollard Concrete Mounting Kit.
- CT1000-CPCMF-CPF00K - ChargePoint RFID fleet card kit includes 10 RFID cards

Cloud-based Software Subscription and Hardware Components

- CPCLD-POWER-5 - Prepaid Power Cloud Plans for Fleets. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing). (QTY is 2 as this is sold per port and there are two plugs.)
- CPCLD-COMMERCIAL-5 - Prepaid Commercial Cloud Plan subscription management features included.

Monitoring, Maintenance and Repair Service

- CPF-ASSURE5 - Parts and On-Site Labor to repair or replace any manufacturing defect. Includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product.
- CPSUPPORT-ACTIVE - Station activation on network, including manual pinpointing and ChargePoint coordination
- CPSUPPORT-SITEVALID - Validation of all electrical work on ChargePoint specification and warranty compliance - included with Optimus electrical work
- CT4000-ASSURE5 - 5 Prepaid years of ChargePoint Assure for CT4000 station. Includes parts and labor warranty, remote support, on-site repairs when needed which shall survive the term of this Agreement.

Optimus Energy Solutions, LLC

PROPOSAL

Pompano Beach Sourcewell: #20814

PO Box 1850

Mount Dora, FL 32756

Phone: 314-503-1230

Date: 3/4/2024

Proposal #: 5544

Location City of Pompano Beach

	DESCRIPTION	QTY	Sourcewell	Sourcewell Total
1	CPF50 - L23 - PEDMNT - CMK8 - DUAL - Dual-plug CPF50 Fleet unit with 23' chords and chord management kit included.	5	\$4,078	\$20,392
2	CPGW1-LTE - Communications Gateway - Gateway communications box for ChargePoint fleet stations.	2	\$0	\$0
3	CT4021 - GW1 - Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	1	\$5,768	\$5,768
4	CT4001 - CCM - CT4000 Bollard Concrete Mounting Kit	1	\$95	\$95
5	CPCLD-POWER-5 - Prepaid Power Cloud Plans for Fleets. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing). (QTY is 2 as this is sold per port and there are two plugs.)	10	\$1,080	\$10,800
6	CPCLD-COMMERCIAL-5 - Prepaid Commercial Cloud Plan subscription management features included.	2	\$1,640	\$3,280
7	CPF-ASSURE5 - Parts and On-Site Labor to repair or replace any manufacturing defect. Includes station management, remote monitoring of station and proactive repair dispatch. A successful Site Validation is required to activate any ChargePoint Assure product.	10	\$600	\$6,000
8	CPSUPPORT-ACTIVE - Station activation on network, including manual pinpointing and ChargePoint coordination	1	\$349	\$349
9	CPSUPPORT-SITEVALID - Validation of all electrical work on ChargePoint specification and warranty compliance - included with Optimus electrical work	1	\$0	\$0
10	CT4000-ASSURE5 - 5 Prepaid years of ChargePoint Assure for CT4000 station. Includes parts and labor warranty, remote support, on-site repairs when needed.	1	\$2,400	\$2,400
11	CT1000-CPCMF-CPF00K - ChargePoint RFID fleet card kit includes 10 RFID cards	1	\$70	\$70
12	Insurance requirements	1		\$3,000
Questions: benp@optimusenergysolutions.com or 314-503-1230.		SUBTOTAL		\$52,154
		FREIGHT		\$3,300
		TOTAL		\$55,454

Ben Pauluhn - Optimus

City of Pompano Beach

EXHIBIT B
ELECTRIC VEHICLE SUPPLY AND RELATED SERVICES PIGGYBACK
AGREEMENT ID # 12287

INSURANCE REQUIREMENTS:

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following **checked types of insurance and indicated minimum policy limits.**

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX __ comprehensive form	bodily injury and property damage
XX __ premises - operations	bodily injury and property damage
__ explosion & collapse hazard	
__ underground hazard	
XX __ products/completed operations hazard	bodily injury and property damage combined
XX __ contractual insurance	bodily injury and property damage combined
XX __ broad form property damage	bodily injury and property damage combined
XX __ independent contractors	personal injury
XX __	personal injury
XX __ CG2010	ongoing operations (or its' equivalent)
XX __ CG 2037	completed operations (or its' equivalent)
__ sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

☒ Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000
XX owned	(Florida's Minimum Coverage)
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

* Must written on a **true follow form basis.**

	Per Occurrence	Aggregate
XX other than umbrella	bodily injury and property damage combined	\$3,000,000 \$3,000,000

ENVIRONMENTAL/POLLUTION LIABILITY

Per Occurrence Aggregate

* Policy to be written on a **claims made basis.** \$3,000,000 \$3,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a **claims made basis** \$3,000,000 \$3,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY

Per Occurrence Aggregate

* Policy to be written on a **claims made basis** \$1,000,000 \$2,000,000

XX Network Security / Privacy Liability

XX Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

XX Technology Products E&O - \$3,000,000 minimum limit (only applicable for vendors supplying technology related services and or products)

XX _ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a **claims made basis** \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees that this indemnification and hold harmless subsection shall survive the termination or expiration of the Contractors Construction Agreement and or Contractor Services Agreement for a period of three (3) years, unless sooner terminated by the applicable statute of limitations.

(4) For General Liability claims, Contractor agrees this indemnification and hold harmless subsection shall survive the termination or expiration of the Contractors Construction Agreement and or Contractor Services Agreement for a period of two (2) years, unless sooner terminated by the applicable statute of limitations.

(5) The contractor shall at all times indemnify, hold harmless and defend the City, its Mayor and Commissioners, officials, employees and other agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising as a direct result of the Contractor's officers, employees, agents, volunteers or contractor's or other agents' negligence or misconduct under the Contractors Construction Agreement and or Contractor Services Agreement. Contractors agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by Contractor for any causes of action Contractor has or may have for breaches or defaults by the City under the Contractors Construction Agreement and or Contractor Services Agreement.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

G. Payment and Performance Bond. If applicable, the contractor shall be responsible for purchasing payment and performance bonds in amounts subject to the full contract price replacement cost of all work to be furnished or installed under the contract. The contractor shall furnish bonds covering the faithful performance of the contract and payment of obligations arising thereunder as specifically required as part of this contract on the date of the execution of the contract. Florida Statute Section 255.05, requires contractors who enters into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LassiterWare LLC 1317 Citizens Blvd. Leesburg FL 34748	CONTACT NAME: Kathy Brett PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: KathyB@lassiterware.com FAX (A/C, No): (888) 883-8680
INSURED Optimus Solar LLC dba Optimus Energy Solutions PO Box 1850 Mount Dora FL 32756	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24856 41297

COVERAGES**CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FEIECC3573000	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 25,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						Pollution Liability \$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			FEIEXS4539700	01/06/2024	01/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FEIEXS4539700	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 3,000,000
			AGGREGATE \$ 3,000,000				
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER
			E.L. EACH ACCIDENT \$				
			E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				
B	Inland Marine - Leased/Rented Equip & Installation Floater			CPS7917285	01/06/2024	01/06/2025	Leased Rented Equip \$ 100,000 Installation Floater \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED Rebecca Harrison
By Rebecca Harrison at 1:42 pm, Apr 01, 2024

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
100 W Atlantic Blvd


Pompano Beach

FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE										Date 4/1/2024	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.						
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage					NAIC #	
					Insurer A: Lion Insurance Company					11075	
					Insurer B:						
					Insurer C:						
					Insurer D:						
Insurer E:											
Coverages											
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.											
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits					
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence		\$			
						Damage to rented premises (EA occurrence)		\$			
						Med Exp		\$			
						Personal Adv Injury		\$			
						General Aggregate		\$			
						Products - Comp/Op Agg		\$			
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)		\$			
						Bodily Injury (Per Person)		\$			
						Bodily Injury (Per Accident)		\$			
						Property Damage (Per Accident)		\$			
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence					
						Aggregate					
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2024	01/01/2025	X	WC Statutory Limits		OTH-ER		
						E.L. Each Accident				\$1,000,000	
						E.L. Disease - Ea Employee				\$1,000,000	
						E.L. Disease - Policy Limits				\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616								
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:										Client ID: 90-67-734	
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Optimus Solar, LLC dba Optimus Energy Solutions Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com											
Project Name: ISSUE 04-01-24 (TD)											
Begin Date: 6/2/2019											
CERTIFICATE HOLDER						CANCELLATION					
CITY OF POMPANO BEACH 100 W ATLANTIC BLVD. POMPANO BEACH, FL 33060						Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 					




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jim Ackerman State Farm 922 Lake Baldwin Lane Suite A Orlando, FL 32814	CONTACT NAME: Gannon Martin PHONE (A/C, No, Ext): (407)277-2994 FAX (A/C, No): 407-277-3682 E-MAIL ADDRESS: gannon@jimackerman.net														
INSURED OPTIMUS SOLAR LLC DBA Optimus Energy Solutions 6224 VIRGINIA ANNE LN MOUNT DORA FL 32757-7080	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: State Farm Mutual Automobile Insurance Company</td><td>25178</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Mutual Automobile Insurance Company	25178	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Farm Mutual Automobile Insurance Company	25178														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			L26 0091-B21-59 L63 3902-A26-59 L68 1794-B15-59 P23 0187-C26-59	02/21/2024 07/26/2024 02/15/2024 03/26/2024	02/21/2025 01/26/2025 02/15/2025 03/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED

David Daley

By David Daley at 5:42 pm, Oct 17, 2024

CERTIFICATE HOLDER**CANCELLATION**City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gannon Martin

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APPROVED *David Daley*
By David Daley at 5:40 pm, Oct 17, 2024

Active protection from digital risk

Every cyber insurance policy offered by Coalition is powered by our unique Active Insurance approach – which combines the power of industry-leading cyber coverage, proactive cyber risk management, and dedicated in-house expertise to better protect organizations from digital risks. That’s why our policyholders experience **64% fewer claims** compared to the overall market.¹

The Active Cyber Insurance Advantage



Superior, Innovative Coverage²

- ▶ **Comprehensive cyber coverage** to help protect against a wide range of incidents – including ransomware and funds transfer fraud
- ▶ Coverage for up-front costs in the event of a claim (no waiting for reimbursement!)
- ▶ Includes pre-claims assistance to get help triaging cyber incidents – without fear of triggering a claim

52%

of reported events handled with **no additional cost** beyond the premium in 2023¹



Preventative Cyber Risk Management

- ▶ Access to **Coalition Control™**, our risk management platform, for continuous monitoring of your digital presence
- ▶ Personalized alerts to help spot vulnerabilities before they escalate
- ▶ On-demand support and guidance to address cybersecurity risks

No-cost

assistance available from our dedicated Security Support Team



Expert Claims and Incident Response Teams³

- ▶ 5 minute average claims response time
- ▶ **Experienced team** of claims experts, security engineers, and forensic specialists
- ▶ Unique capabilities to help minimize the impact of a claim, including funds recovery and ransomware negotiation

\$38M+

of fraudulently transferred funds were **successfully recovered** by Coalition in 2023¹

¹ Coalition 2024 Cyber Claims Report

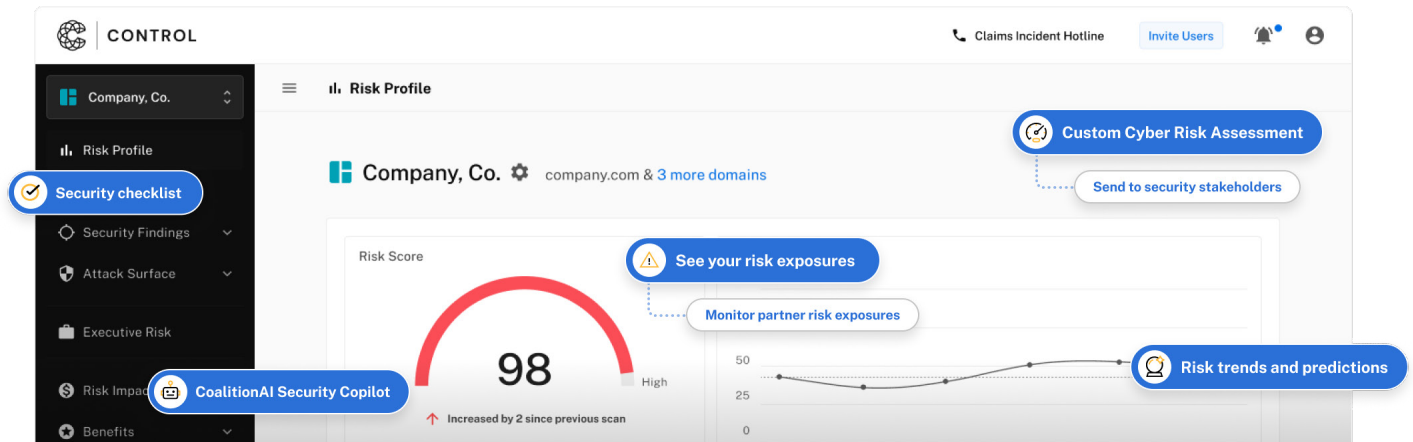
² Exclusions and limitations apply. See [disclaimers](#) and the policy as issued

³ Coalition Incident Response (CIR) services provided through Coalition's affiliate are offered to policyholders as an option via our incident response firm panel.

Cybersecurity Tools & Services

More than an insurance provider – your partner in helping manage cyber risk

We help you detect and mitigate cyber risks before they turn into claims – with full access to [Coalition Control®](#) and hands-on security support.



Receive full access to Coalition Control, our cyber risk management platform

Powered by proprietary technology and data, Control helps you identify and address the security risks most likely to result in an attack.

- **Understand your specific risks** and access helpful remediation guidance
- **Help stay protected** with ongoing monitoring and personalized alerts
- **Resolve security issues** with on-demand support from our in-house team

Get started at coalitioninc.com/control

Explore add-on security services to strengthen your protection against the most advanced cyber threats

- **Coalition Managed Detection and Response***
24/7 threat monitoring and remediation by our expert team to help prevent attacks

Learn more at coalitioninc.com/mdr

Security Checklist			
Standard 10 / 11	Strong 2 / 6	Best In Class 1 / 6	
Standard Task	Category	Status	Actions

Active Insurance helps protect your business

Coalition has helped policyholders resolve more than 74,000 critical security vulnerabilities.

Why this matters:

Policyholders with one unresolved critical vulnerability were 33% more likely to experience a claim than those who resolved the vulnerability.** We're committed to helping you proactively address your digital risks and avoid cyber insurance claims.

* Coalition MDR services are provided by Coalition Incident Response, Inc., an affiliate of Coalition

** Coalition 2023 Cyber Claims Report

**Notice**

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.



Notice of Privacy Practices

Effective 1 March 2024

Coalition, Inc. and its current and future subsidiaries and affiliates, including Coalition Insurance Solutions, Inc. (“**CIS**”), Coalition Insurance Solutions Canada, Inc. (“**CISC**”), Coalition Incident Response, Inc. (“**CIR**”), Coalition Incident Response Canada, Inc. (“**CIRC**”), Coalition Risk Solutions, Ltd. (“**Coalition UK**”), Coalition Insurance Company, Inc. (“**CIC**”), BinaryEdge AG (“**BE**”), and Coalition Insurance Solutions Pty Ltd (ACN 657 140 791) (“**Coalition AU**”) (collectively, “**Coalition**,” “**we**,” or “**our**”) is required to provide this Notice of Privacy Practices (“**Notice**”) in accordance with applicable laws and regulations. This Notice outlines how we collect, share and protect your personal information. Applicable laws and regulations may give you the right to limit some but not all sharing of your personal information. Please read this Notice carefully.

Information We May Collect and Share	<ul style="list-style-type: none">• Information required to create and maintain your account• Information pertaining to your application, policy and any applicable claims• Financial Information• We also collect information from others, such as credit bureaus and other companies
How is Information Collected?	When you use our websites, online risk management platform, applications (web-based or mobile), products and/or services (“ Services ”), we may collect a variety of personal information that will aid us in providing our Services
Why is Information Shared?	For our everyday business and marketing purposes
Can I Limit Sharing of My Information?	<p>U.S. federal laws give you the right to limit:</p> <ul style="list-style-type: none">• Sharing for affiliates’ everyday business purposes - information about your creditworthiness• Affiliates from using your personal information to market to you• Sharing for nonaffiliates to market to you. <p>Coalition does not share information with affiliates so they can market to you.</p>
How Does Coalition Protect My Information?	We use security measures compliant with applicable laws, regulations and industry standards to protect your information from unauthorized access and use. These measures include physical, electronic and

	procedural safeguards, security controls (including encryption, firewalls, advanced malware detection, multi-factor authentication and the concept of least privilege for access management).
Definitions	Affiliates: companies related by common ownership or control.
Privacy Policy	Please visit https://www.coalitioninc.com/legal/privacy for further information related to our processing of information.
Questions?	Please visit https://www.coalitioninc.com or email us at privacy@coalitioninc.com



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

COALITION CYBER POLICY POLICY DECLARATIONS

NOTICE: YOUR POLICY CONTAINS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE APPLIES ONLY TO CLAIMS THAT ARE FIRST MADE AND REPORTED DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF PURCHASED. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES WILL BE REDUCED AND MAY BE EXHAUSTED BY CLAIMS EXPENSES. FURTHERMORE, CLAIMS EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

PLEASE READ YOUR POLICY CAREFULLY AND CONSULT YOUR INSURANCE ADVISOR ABOUT ANY QUESTIONS YOU MIGHT HAVE.

Filing Policy No.:	C-4NLW-126522-CYBER-2024	Broker:	Patricia Schmaltz
Renewal of:	New	Broker License No.:	A234395
		Address:	1317 Citizens Boulevard Leesburg, FL 34748

Item 1.	Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
	Address	1107 Robie Avenue Mount Dora, FL 32757

Item 2.	Policy Period	From: July 01, 2024 To: July 01, 2025 <i>Both dates 12:01 A.M. at the address stated in Item 1.</i>
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Item 3.	Policy Premium	Premium without TRIA	\$2,359.64
		Total Premium	\$2,359.64
		FL Surplus Lines Tax (4.94%)	\$116.57
		Florida Surplus Lines Service Office Service Fee (0.06%)	\$1.42
		Total	\$2,477.63

Item 4.	Aggregate Policy Limit of Liability	\$1,000,000
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Item 5. Insuring Agreement(s) purchased, Limits of Liability, and Retentions

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

THIRD PARTY LIABILITY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
---------------------------	--------------------------	----------------------------------

A. NETWORK AND INFORMATION SECURITY LIABILITY	\$1,000,000	\$2,500
B. REGULATORY DEFENSE AND PENALTIES	\$1,000,000	\$2,500
C. MULTIMEDIA CONTENT LIABILITY	\$1,000,000	\$2,500
D. PCI FINES AND ASSESSMENTS	\$1,000,000	\$2,500

FIRST PARTY COVERAGES

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
E. BREACH RESPONSE	\$1,000,000	\$2,500
F. CRISIS MANAGEMENT AND PUBLIC RELATIONS	\$1,000,000	\$2,500
G. CYBER EXTORTION	\$1,000,000	\$2,500
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$1,000,000	i. Waiting period: 8 hours ii. Enhanced waiting period: 8 hours
I. DIGITAL ASSET RESTORATION	\$1,000,000	\$2,500
J. FUNDS TRANSFER FRAUD	\$250,000	\$2,500

Item 6. Pre-Claim Assistance \$580

Item 7. Insurers and Quota Share Percentage

Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Arch Specialty Insurance Company	CCP1132632-00	30%	\$300,000	\$707.90
Allianz Underwriters Insurance Company	CCP1132632-00	20%	\$200,000	\$471.93
Ascot Specialty Insurance Company	CCP1132632-00	20%	\$200,000	\$471.93
Fortegra Specialty Insurance Company	CCP1132632-00	30%	\$300,000	\$707.88

The obligations of each Insurer in this Item 7. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.

Item 8. Notification of incidents, claims, or potential claims

By Email
Attn: Coalition Claims
claims@thecoalition.com

By Phone
1.833.866.1337

By Mail
Attn: Coalition Claims
44 Montgomery Street, Suite 4210
San Francisco, CA 94105

Item 9. Retroactive Date Full Prior Acts Coverage

Item 10.	Continuity Date	July 01, 2024	
Item 11.	Optional Extended Reporting Period	Additional premium: Extended period:	N/A N/A
Item 12.	Choice of Law	FL	
Item 13.	Endorsements and Forms Effective at Inception		
	POLICY DECLARATIONS	SP 14 797 0221	
	SIGNATURE PAGE - USA ALLIANZ	CYUSP-00NT-000001-1223-01	
	SIGNATURE PAGE ARCH	CYUSP-00NT-000006-0922-00	
	SIGNATURE PAGE ASCOT	CYUSP-00NT-000004-0922-00	
	SIGNATURE PAGE FORTEGRA	CYUSP-00NT-000003-0323-01	
	COALITION CYBER POLICY	SP 14 798 0419	
	QUOTA SHARE ENDORSEMENT	SP 15 629 0218	
	SERVICE OF SUIT ENDORSEMENT	SP 14 927 0219	
	COMPUTER REPLACEMENT ENDORSEMENT	SP 17 514 0419	
	REPUTATION REPAIR ENDORSEMENT	SP 14 802 1117	
	REPUTATIONAL HARM LOSS	SP 16 383 0718	
	SERVICE FRAUD ENDORSEMENT	SP 16 183 0518	
	REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT -- CCPA AND GDPR	SP 17 147 1119	
	COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT	SP 16 777 0918	
	CRIMINAL REWARD COVERAGE	SP 16 670 0818	
	DUTY TO COOPERATE ENDORSEMENT	SP 17 274 0219	
	YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT	SP 17 275 0219	
	AFFIRMATIVE AI ENDORSEMENT	CYUSP-50EN-000039-0324-01	
	AMENDED DEFINITION OF INSURED - INCLUDING INDEPENDENT CONTRACTORS AND ADDITIONAL INSUREDS	CYUSP-50EN-000020-0623-02	
	BETTERMENT ENDORSEMENT	SP 16 883 1018	
	BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	SP 16 296 0618	
	CONSENT TO SETTLEMENT CHANGE ENDORSEMENT	SP 16 003 0418	
	ENHANCED WAITING PERIOD FOR DENIAL OF SERVICE ATTACKS	SP 14 805 1117	
	INVOICE MANIPULATION ENDORSEMENT	SP 17 813 0819	
	MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION	SP 17 814 0819	
	NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT	CYUSP-50EN-000034-1223-01	
	PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT	SP 18 435 0720	
	PRIMARY FOR BREACH RESPONSE ENDORSEMENT	SP 18 180 0320	
	STATE CHANGES	SP 15 450SL 0118	
	WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT	SP 15 810 0318	
	WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION	CYUSP 50EN 000009 0223 01	
	\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE	CYUSP-50EN-000004-1022-01	



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

ADDITIONAL INSURED ENDORSEMENT WITH SCHEDULE
CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

SP 15 378 1118
SP 17 253 0219



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.

A handwritten signature in black ink, appearing to read "JL Motter", is written over a horizontal line.

Authorized Representative

June 26, 2024

Date

Coalition Insurance Solutions, Inc.



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

IN WITNESS WHEREOF, Allianz Underwriters Insurance Company has caused this policy to be signed by its President and Secretary.

A handwritten signature in blue ink, appearing to read 'Ellen Forto', is positioned above a horizontal line.

Secretary

A handwritten signature in blue ink, appearing to read 'Jacey A. Ryan', is positioned above a horizontal line.

President



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

IN WITNESS WHEREOF, Arch Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "John Mentz", written over a horizontal line.

John Mentz
President

A handwritten signature in black ink, appearing to read "Regan A. Shulman", written over a horizontal line.

Regan Shulman
Secretary



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

IN WITNESS WHEREOF, Ascot Specialty Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read "JASipos", written over a light gray rectangular background.

Jeff A. Sipos
Corporate Secretary

A handwritten signature in black ink, appearing to read "mKramer", written over a light gray rectangular background.

Matthew C. Kramer
Chief Executive Officer



Coalition Insurance Solutions, Inc.
FL License No. L100906
44 Montgomery Street, Suite 4210
San Francisco, CA 94105
Producer Code: 1035616

IN WITNESS WHEREOF, Fortegra Specialty Insurance Company has caused this policy to be signed by its President and Secretary at Jacksonville, Florida, and countersigned on the declarations page by a duly authorized representative of the named insured.

A handwritten signature in black ink, appearing to read 'RJ S 15', written over a horizontal line.

President

A handwritten signature in black ink, appearing to read 'John B...', written over a horizontal line.

Secretary



COALITION CYBER POLICY

SECTION I

INTRODUCTION

This Policy is a contract of insurance between the **named insured** and **us**. This Policy includes and must be read together with the Declarations page and any Endorsements.

The insurance provided under this Policy for **claims** made against **you** is on a claims made and reported basis, and applies to **claims** only if they are first made against **you** during the **policy period** and reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period. **Claim expenses** reduce the applicable Limits of Liability and are subject to retentions.

Please note that the terms in bold lower case print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.

SECTION II

WHAT WE COVER – OUR INSURING AGREEMENTS

In consideration of the **named insured's** payment of the premium, in reliance upon the information provided to **us**, including in and with the **application**, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, **we** agree to provide the following insurance coverage provided that:

1. The **claim** is made against **you** during the **policy period**, and is reported to **us** during the **policy period** or any applicable Optional Extended Reporting Period;
2. The **incident, privacy liability, or multimedia wrongful act** first took place after the **retroactive date** and before the end of the **policy period**; and
3. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.

THIRD PARTY LIABILITY COVERAGES

- A. NETWORK AND INFORMATION SECURITY LIABILITY
We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a security failure, data breach, or privacy liability.
- B. REGULATORY DEFENSE AND PENALTIES
We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding for a security failure or data breach.
- C. MULTIMEDIA CONTENT LIABILITY
We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a multimedia wrongful act.
- D. PCI FINES AND ASSESSMENTS
We will pay on your behalf PCI fines and assessments that you become legally obligated to pay resulting from a claim against you for a security failure or data breach compromising payment card data.

FIRST PARTY COVERAGES

- E. BREACH RESPONSE
We will pay on your behalf breach response costs resulting from an actual or suspected security failure or data breach first discovered by you during the policy period.
- F. CRISIS MANAGEMENT AND PUBLIC RELATIONS
We will pay on your behalf crisis management costs resulting from a public relations event first discovered by you during the policy period.
- G. CYBER EXTORTION
We will pay on your behalf cyber extortion expenses resulting from cyber extortion first discovered by you during the policy period.
- H. BUSINESS INTERRUPTION AND EXTRA EXPENSES
We will pay business interruption loss and extra expenses that you incur during the indemnity period directly resulting from the partial or complete interruption of computer systems for a period longer than the waiting period caused by a security failure or systems failure first discovered by you during the policy period.

The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of **computer systems** will be the period of time set forth in Item 5.H.i. of the Declarations.

- I. DIGITAL ASSET RESTORATION
We will pay on your behalf restoration costs that you incur because of the alteration, destruction, damage, theft, loss, or inability to access digital assets directly resulting from a security failure first discovered by you during the policy period.

- J. FUNDS TRANSFER FRAUD **We** will pay on **your** behalf direct **funds transfer loss** that **you** incur resulting from a **funds transfer fraud** first discovered by **you** during the **policy period**.

SECTION III

EXCLUSIONS – WHAT IS NOT COVERED

This policy does not apply to and **we** will not make any payment for any **claim expenses, damages, loss, regulatory penalties, PCI fines and assessments**, or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:

- A. BODILY INJURY Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any **claim** for mental anguish or emotional distress under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY.
- B. CONFISCATION Confiscation, nationalization, requisition, destruction of, or damage to any property, **computer system**, software, or electronic data by order of any governmental or public authority.
- C. CONTRACTUAL LIABILITY Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply:
1. with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.E, BREACH RESPONSE, to **your** obligations to maintain the confidentiality or security of **personally identifiable information** or **third party corporate information**;
 2. with respect to the coverage provided by Section II.C, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract;
 3. with respect to the coverage provided by Section II.D, PCI FINES AND ASSESSMENTS; and
 4. to the extent **you** would have been liable in the absence of such contract or agreement.
- D. DIRECTOR & OFFICERS LIABILITY Any act, error, omission, or breach of duty by any director or officer in the discharge of his or her duty if the **claim** is brought by or on behalf of the **named insured**, a **subsidiary**, or any principals, directors, officers, stockholders, members, or **employees** of the **named insured** or a **subsidiary**.
- E. DISCRIMINATION Any discrimination of any kind.
- F. EMPLOYMENT PRACTICES & DISCRIMINATION Any employer-employee relations, policies, practices, acts, or omissions. However, this exclusion will not apply to a **claim** by a current or former **employee** under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or to **breach response costs** under Section II.E, BREACH RESPONSE impacting current or former **employees**.

G. FRAUD BY A SENIOR EXECUTIVE

Any dishonest, fraudulent, criminal, or malicious act or omission of any **senior executive**. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes that a **senior executive** committed such dishonest, fraudulent, criminal, or malicious act or omission, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

This exclusion will not apply to any **insured** person who did not allegedly or actually participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.

H. GOVERNMENTAL ORDERS

Any court order or demand requiring **you** to provide **personally identifiable information** to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority.

I. ILLEGAL REMUNERATION

Any profit, remuneration, or advantage to which **you** are not legally entitled. However, this exclusion does not apply to **claim expenses** incurred in defending any such **claim** until and unless a final and non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which **you** are not legally entitled, at which time the **named insured** will reimburse **us** for all **claim expenses we** incurred or paid in defending such **claim**.

J. INSURED VERSUS INSURED

Any **claim** made by or on behalf of:

1. an **insured** under this Policy; however, this exclusion will not apply to an otherwise covered **claim** made by an **employee** arising from a **security failure** or **data breach**;
2. any business enterprise in which **you** have greater than a twenty percent (20%) ownership interest; or
3. any parent company or other entity that owns more than twenty percent (20%) of an **insured**.

K. INTELLECTUAL PROPERTY

Violation or infringement of any intellectual property right or obligation, including:

1. infringement of copyright of software, firmware, or hardware;
2. misappropriation, misuse, infringement, or violation of any patent or trade secret;
3. distribution or sale of, or offer to distribute to sell, any goods, products, or services; or
4. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services;

however, this exclusion will not apply to Section II.C, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered **claim** for a **multimedia wrongful act**, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY shall not apply to any violation or infringement of any intellectual property right or obligation described in items 1. and 2. above.

- L. MERCHANT LIABILITY Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by **you** due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing payment transactions, except that this exclusion will not apply to coverage afforded under Section II.D, PCI FINES AND ASSESSMENTS.
- M. NATURAL DISASTER Any physical event or natural disaster, including fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.
- N. NUCLEAR Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- O. POLLUTANTS Any:
1. discharge, dispersal, seepage, migration, release, or escape of **pollutants**, or any threatened discharge, seepage, migration, release, or escape of **pollutants**; or
 2. request, demand, order, or statutory or regulatory requirement that **you** or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of **pollutants**; including any **claim**, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the **claim** or **incident**, or the liability or legal obligation alleged or existing.
- P. PRIOR KNOWLEDGE
1. any **incident**, act, error, or omission that any **senior executive** on or before the **continuity date** knew or could have reasonably foreseen might be the basis of a **claim** or **loss** under this Policy; or
 2. any **claim**, **incident**, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
- Q. RECALL Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment.

- R. REPAIR Any repair, replacement, recreation, restoration, or maintenance of any property, tangible or intangible, including **computer systems** and their component parts, mobile devices, and mechanical equipment. This exclusion does not apply to **damages** that **you** are legally obligated to pay resulting from a **claim** and that are otherwise covered under this Policy, or to coverage afforded under Sections II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, and II.I, DIGITAL ASSET RESTORATION.
- S. RETROACTIVE DATE Any **incident**, act, error, or omission that took place prior to the **retroactive date**, or any related or continuing acts, errors, omissions, or **incidents** where the first such act, error, omission, or **incident** first took place prior to the **retroactive date**.
- T. TANGIBLE PROPERTY Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a **security failure**.
- U. THIRD PARTY MECHANICAL FAILURE Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) or other utility failure, interruption, or power outage, of a third party, including telecommunications and other communications, internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to **business interruption loss** under Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, where such loss arises directly from the **service provider** directly experiencing their own **security failure**.
- V. UNFAIR TRADE PRACTICE Any false, unlawful, deceptive, or unfair trade practices; however, this exclusion does not apply to a **claim** under Section II.B, REGULATORY DEFENSE AND PENALTIES arising from a **security failure** or **data breach**.
- W. VIOLATION OF ACTS/LAWS Any violation of:
1. the Employee Retirement Income Security Act of 1974 (ERISA);
 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, and any other federal or state securities laws;
 3. the Organized Crime Control Act of 1970 (RICO);
 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM);
 5. Telephone Consumer Protection Act (TCPA);
 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolization statute; or
 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above.
- X. WAR AND TERRORISM War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion will not apply to **cyber terrorism**.

SECTION IV

YOUR OBLIGATIONS AS AN INSURED

WHEN THERE IS A CLAIM OR INCIDENT

You must provide **us** written notice of a **claim** or **incident** through the persons named in Item 8. of the Declarations as soon as practicable once such **claim** or **incident** is known to a **senior executive**. In no event will such notice to **us** be later than: (i) the end of the **policy period**; (ii) or 60 days after the end of the **policy period** for **claims** made against you or **incidents** discovered by **you** in the last 30 days of the **policy period**.

WHEN THERE IS A CIRCUMSTANCE

If during the **policy period**, **you** become aware of any circumstances that could reasonably be expected to give rise to a **claim**, **you** may give written notice to **us** through the persons named in Item 8. of the Declarations as soon as practicable during the **policy period**. Such notice must include:

1. a detailed description of the act, event, **security failure**, or **data breach** that could reasonably be the basis for a **claim**;
2. the details of how **you** first became aware of the act, event, **security failure**, or **data breach**; and
3. the identity of potential claimants.

Any **claim** arising out of a circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements is provided to **us**.

DUTY TO COOPERATE

We will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by **us**. In addition, **you** will make reasonable efforts to promptly address any **computer systems** vulnerabilities that a **senior executive** becomes aware of during the **policy period**. **You** will also cooperate with counsel in the defense of all **claims** and response to all **incidents** and provide all information necessary for appropriate and effective representation.

With respect to Section II.G, CYBER EXTORTION, **you** must make every reasonable effort not to divulge the existence of this coverage, without first seeking **our** prior consent.

OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY

You will not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment, or award or dispose of any **claim** without **our** prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with **breach notice law** will not be considered as an admission of liability for purposes of this paragraph.

Expenses incurred by **you** in assisting and cooperating with **us** do not constitute **claim expenses** or **loss** under this Policy.

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION

In the event of any payment by **us** under this Policy, **we** will be subrogated to all of **your** rights of recovery. **You** will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable **us** to bring suit in **your** name. **You** will not do anything after an **incident** or event giving rise to a **claim** or **loss** to prejudice such subrogation rights without first obtaining **our** consent.

AUTHORIZATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS

It is agreed that the **named insured** shall act on behalf of all **insureds** with respect to the giving of notice of a **claim**, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defense of a **claim** to **us**, and exercising or declining to exercise of any right to an Optional Extended Reporting Period.

SECTION V

CLAIMS PROCESS

DEFENSE

We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:

1. any **claim** against **you** seeking **damages** that are payable under the terms of this Policy; or
2. under Section II.B, REGULATORY DEFENSE AND PENALTIES, any **claim** in the form of a **regulatory proceeding**.

You have the right to select defense counsel from **our** Panel Providers. If **you** would like to retain defense counsel that is not on **our** list of Panel Providers, such counsel will be mutually agreed upon between **you** and **us**, which agreement will not be unreasonably withheld.

We will pay **claim expenses** incurred with **our** prior written consent with respect to any **claim** seeking **damages** or **regulatory penalties** payable under this Policy. **We** will have no obligation to pay **claim expenses** until **you** have satisfied the applicable Retention.

The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of **claim expenses**. **Our** duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, **we** will have the right to withdraw from the defense of the **claim**.

RIGHT TO ASSOCIATE

We have the right, but not the duty, to associate in the investigation and response to any **incident**, including participation in the formation of strategy and review of forensic investigations and reports.

PRE-CLAIM ASSISTANCE

If **we** are provided with notice of an **incident** or of a circumstance that is not yet a **claim** or **incident** under Section IV, YOUR OBLIGATIONS AS AN INSURED, and **you** request **our** assistance to mitigate against such a **claim** or **incident**, **we** may, in **our** discretion, agree to pay for up to the amount shown in Item 6. of the Declarations in legal, forensic, and IT fees. Any such fees must be incurred with **our** prior consent by an attorney or consultant we have mutually agreed upon. Such attorney's and consultant's fees will be considered **claim expenses** or **loss** and will be subject to the Limits of Liability that would be applicable if a covered **claim** is made, and is also subject to the Policy's Aggregate Limit of Liability.

SETTLEMENT

If **you** refuse to consent to any settlement or compromise recommended by **us** and acceptable to the claimant, **our** liability for such **claim** will not exceed:

1. the amount for which such **claim** could have been settled, less the retention, plus **claim expenses** incurred up to the time of such refusal; and
2. fifty percent (50%) of **claim expenses** incurred after such settlement was refused by **you**, plus fifty percent (50%) of **damages** and **regulatory penalties** in excess of the amount such **claim** could have settled under such settlement.

In this event, **we** will have the right to withdraw from the further defense of such **claim** or **regulatory proceeding** by tendering control of the defense thereof to **you**. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.

SETTLEMENT WITHIN RETENTION

We agree that **you** may settle any **claim** where the total **loss, damages, regulatory penalties, PCI fines and assessments**, and **claim expenses** do not exceed the applicable Retention, provided the entire **claim** is resolved and **you** obtain a full release from all claimants.

PROOF OF LOSS

With respect to **business interruption loss** and **extra expenses, you** must complete and sign a written, detailed, and affirmed proof of loss within 90 days after **your** discovery of the **computer systems** failure (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:

1. a full description of the circumstances, including, without limitation, the time, place, and cause of the **loss**;
2. a detailed calculation of any **business interruption loss** and **extra expenses**; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such **business interruption loss** and **extra expenses**.

Any costs incurred by **you** in connection with establishing or proving **business interruption loss** or **extra expenses**, including preparing a proof of loss, will be **your** obligation and is not covered under this Policy.

Solely with respect to verification of **business interruption loss, you** agree to allow **us** to examine and audit **your** books and records that relate to this Policy at any time during the **policy period** and up to 12 months following a **loss**.

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under this Policy, regardless of the number of **claims, incidents, or insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount we will be liable to pay for all **damages, loss, PCI fines and assessments, regulatory penalties, claim expenses**, and other amounts under each Insuring Agreement, regardless of the number of **claims, incidents, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limit of Liability set forth in Item 4. of the Declarations.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by **you** and cannot be insured.

In the event that **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts arising out of a **claim** or **incident** are subject to more than one Retention, the applicable Retention amount will apply to such **damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs**, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

SECTION VII

CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD

CANCELLATION AND NON-RENEWAL

We may cancel or elect not to renew this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating when the cancellation or non-renewal will be effective. Where permitted by applicable law, we may provide such written notice of cancellation or non-renewal by electronic transmission. Such cancellation or non-renewal will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or material misrepresentation). The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice.

This Policy may be cancelled by **us** for non-payment of premium, or by fraud or material misrepresentation by **you** in the **application** or other information provided to induce **us** to issue this Policy; or fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy.

This Policy may be cancelled by the **named insured** by surrender of this Policy to **us** or by giving written notice to **us** stating when thereafter such cancellation will be effective.

If this Policy is cancelled in accordance with the paragraphs above, the earned premium will be computed pro rata, but the premium will be deemed fully earned if any **claim, incident**, or any circumstance that could reasonably be expected to give rise to a **claim**, is reported to **us** on or before the date of cancellation.

If **we** elect not to renew this Policy, **we** shall mail to **you** written notice thereof at least sixty (60) days prior to the expiration of the **policy period**.

We have no obligation to renew this Policy.

OPTIONAL EXTENDED REPORTING PERIOD

In the event of cancellation or non-renewal of this Policy, by either the **named insured** or **us**, for reasons other than fraud or material misrepresentation in the **application** for this Policy, or non-payment of premium or Retention, the **named insured** will have the right, upon payment in full of an additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:

- a. one year for an additional premium of 100% of the total annual premium; or
- b. two years for an additional premium of 150% of the total annual premium; or
- c. three years for an additional premium of 200% of the total annual premium

following the effective date of such cancellation or non-renewal.

Such Optional Extended Reporting Period applies only to a **claim** first made against you during the Optional Extended Reporting Period arising out of any act, error, or omission committed on or after the **retroactive date** and before the end of the **policy period**, subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy. The offer of renewal terms, conditions, Limits of Liability, and/or premiums different from those of this Policy will not constitute a cancellation or refusal to renew.

The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the **named insured** or the **named insured's** successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.

The **named insured's** right to purchase the Optional Extended Reporting Period must be exercised in writing no later than sixty (60) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to **us**. If such written notice is not given to **us**, the **named insured** will not, at a later date, be able to exercise such right.

At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the **named insured** terminates the Optional Extended Reporting Period before its expiring date, **we** will not be liable to return any portion of the premium for the Optional Extended Reporting Period.

The fact that the time to report **claims** under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to

the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at **our** sole option.

SECTION VIII

SANCTIONS

This Policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including but not limited to payment of **claims**.

SECTION IX

DEFINITIONS

Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:

Application

means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the **named insured** to **us** in connection with the request for or underwriting of this Policy, or any prior policy issued by **us** of which this Policy is a renewal thereof.

Breach notice law

means any statute or regulation, including from the United States, European Union, or other country that requires: (i) notice to persons whose **personally identifiable information** was, or reasonably considered likely to have been, accessed or acquired by an unauthorized person; or (ii) notice to regulatory agencies of such incident.

Breach response costs

means the following reasonable and necessary costs **you** incur with **our** prior written consent in response to an actual or suspected **security failure** or **data breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of a **security failure**;
2. costs to notify individuals affected or reasonably believed to be affected by such **security failure** or **data breach**, including printing costs, publishing costs, postage expenses, call center costs, and costs of notification via phone or e-mail;
3. costs to provide government mandated public notices related to such **security failure** or **data breach**;
4. legal fees and expenses to advise **you** in connection with **your** investigation of a **security failure** or **data breach** and to determine whether **you** are legally obligated under a **breach notice law** to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such **security failure** or **data breach**;
5. legal fees and expenses to advise **you** in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a **security failure** or **data breach** compromising payment card data, and the related requirements under a **merchant services agreement** (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of **PCI fines and assessments** for a covered **security failure** or **data breach**, or to remediate the breached **computer systems**); and
6. costs to provide up to one year (or longer if required by law) of a credit or identity monitoring program to individuals affected by such **security failure** or **data breach**.

Breach response costs must be incurred within one year of **your** discovery of an actual or suspected **security failure** or **data breach**. **You** have **our** prior consent to incur **breach response costs** in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 4. and 5. with any vendor on **our** list of Panel Providers.

Business interruption loss

means:

1. the net profit that would have been earned before income taxes, or net loss that would not have been incurred, directly due to the partial or complete interruption of **computer systems**; and
2. continuing normal operating expenses, including payroll.

Provided, however, that **business interruption loss** shall not include net profit that would likely have been earned as a result of an increase in volume due to favorable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.

Claim

means:

1. a written demand for money or services, including the service of a suit or institution of arbitration proceedings;
2. with respect to coverage provided under Section II.B, REGULATORY DEFENSE AND PENALTIES, a **regulatory proceeding**; and
3. a written request or agreement to toll or waive a statute of limitations relating to a potential **claim** described in paragraph 1 above.

All **claims** that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single **claim** made against **you** on the date the first such **claim** was made.

Claim expenses

means:

1. reasonable and necessary fees charged by an attorney to which **we** have agreed to defend a **claim**;
2. all other fees, costs, and charges for the investigation, defense, and appeal of a **claim**, if incurred by **us** or by **you** with **our** prior written consent; and
3. premiums on appeal bonds, provided that **we** will not be obligated to apply for or furnish such appeal bonds.

Claim expenses do not include salary, charges, wages, or expenses of any **senior executive** or **employee**, or costs to comply with any court or regulatory orders, settlements, or judgments.

Computer systems

means:

1. computers and related peripheral components, including Internet of Things (IoT) devices;
2. systems and applications software;
3. terminal devices;
4. related communications networks;
5. mobile devices (handheld and other wireless computing devices); and
6. storage and back-up devices

by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by **you** on **your** own behalf. **Computer systems** includes items 1. to 6. above that are operated by a third party vendor, but only for providing hosted computer application services to **you** pursuant to a written contract.

Continuity date

means the date specified in Item 10. of the Declarations. Provided, if a **subsidiary** is acquired during the **policy period**, the **continuity date** for such **subsidiary** will be the date the **named insured** acquired such **subsidiary**.

Crisis management costs

means the following reasonable fees or expenses agreed to in advance by **us**, in **our** discretion to mitigate covered **damages** or **loss** due to a **public relations event**:

1. a public relations or crisis management consultant;
2. media purchasing, or for printing or mailing materials intended to inform the general public about the **public relations event**;
3. providing notifications to individuals where such notifications are not required by **breach notice law**, including notices to **your** non-affected customers, employees, or clients; and
4. other costs approved in advance by **us**.

Cyber extortion

means any threat made by an individual or organization against **you** expressing the intent to:

1. transfer, pay, or deliver any funds or property belonging to **you**, or held by **you** on behalf of others, using a **computer system** without **your** permission, authorization, or consent;
2. access, acquire, sell, or disclose non-public information in **your** care, custody, or control, provided such information is stored in an electronic medium in a **computer system** and is retrievable in a perceivable form;
3. alter, damage, or destroy any computer program, software, or other electronic data that is stored within a **computer system**;
4. maliciously or fraudulently introduce **malicious code** or **ransomware** into a **computer system**; or
5. initiate a **denial of service attack** on a **computer system**;

where such threat is made for the purpose of demanding payment of money, securities, Bitcoin, or other virtual currencies from **you**.

Cyber extortion expenses

means the following reasonable and necessary costs incurred with **our** prior written consent:

1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any person committing **cyber extortion** and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; and
2. reasonable and necessary costs, fees, and expenses to respond to a **cyber extortion**.

The value of **cyber extortion expenses** will be determined as of the date such **cyber extortion expenses** are paid.

Cyber terrorism

means the premeditated use, or threatened use, of disruptive activities against **computer systems** by any person, group, or organization, committed with the intention to harm or intimidate **you** to further social, ideological, religious, or political objectives. However, **cyber terrorism** does not include any activity which is part of or in support of any military action, war, or war-like operation.

Damages

means a monetary judgment, award that **you** are legally obligated to pay, or settlement agreed to by **you** and **us**. **Damages** does not mean the following:

1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges, or commissions charged by or owed to **you** for goods or services already provided or contracted to be provided;
3. civil or criminal fines or penalties, civil or criminal sanctions, liquidated damages, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law;
4. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favors coverage for such punitive or exemplary damages;
5. discounts, coupons, prizes, awards, or other incentives offered by **you**;
6. fines, costs, assessments, or other amounts **you** are responsible to pay under a **merchant services agreement**; or
7. any amounts for which **you** are not liable, or for which there is no legal recourse against **you**.

Data breach

means the acquisition, access, theft, or disclosure of **personally identifiable information** by a person or entity, or in a manner, that is unauthorized by **you**.

Denial of service attack

means a deliberate or malicious attack that makes a **computer system** unavailable to its intended users by temporarily or indefinitely disrupting services of a host that **you** use.

Digital asset

means any of **your** electronic data or computer software. **Digital assets** do not include computer hardware of any kind.

Employee

means any past, present, or future:

1. person employed by the **named insured** or **subsidiary** as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; and
2. **senior executive**;

but only while acting on behalf of the **named insured** or **subsidiary** and in the scope of the business operations of the **named insured** or **subsidiary**.

Extra expenses

means **your** reasonable and necessary extra expenses incurred to avoid or minimize a **business interruption loss**, including:

1. the reasonable and necessary additional costs of sourcing **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers and clients;
2. the reasonable and necessary additional costs of employing contract staff or overtime costs for **employees**, including **your** internal IT department, in order to continue **your** business operations which would otherwise have been handled in whole or in part by the **computer systems** or **service provider**; and
3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix the **security failure** or **systems failure**.

Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as **business interruption loss**.

Extra expenses does not mean and will not include costs for better computer systems or services than **you** had before the **security failure** or **systems failure**, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the **computer system you** had before the **security failure** or **systems failure** took place.

Funds transfer fraud

means a fraudulent instruction transmitted by electronic means, including through social engineering, to **you** or **your** financial institution directing **you**, or the financial institution, to debit an account of the **named insured** or **subsidiary** and to transfer, pay, or deliver money or securities from such account, which instruction purports to have been transmitted by an **insured** and impersonates **you** or **your** vendors, business partners, or clients, but was transmitted by someone other than **you**, and without **your** knowledge or consent. The financial institution does not include any such entity, institution, or organization that is an **insured**.

Funds transfer loss

means:

1. loss of money or securities directly resulting from **funds transfer fraud**; and
2. reasonable and necessary costs, fees, and expenses to respond to **funds transfer fraud**.

Funds transfer loss does not mean and will not include the loss of personal money or securities of **your employees**.

Incident	<p>means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, or systems failure.</p> <p>All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.</p>
Indemnity period	<p>means the time period that:</p> <ol style="list-style-type: none">1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event shall the indemnity period exceed 180 days.</p>
Insured, you, or your	<p>means the named insured, a subsidiary, senior executives, and employees.</p>
Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, and restoration costs.</p>
Malicious code	<p>means any software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of:</p> <ol style="list-style-type: none">1. electronic data used or stored in any computer system or network; or2. a computer network, any computer application software, or computer operating system or related network.
Media content	<p>means any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs but does not mean computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content.</p>
Merchant service agreement	<p>means any agreement between the you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.</p>

Multimedia wrongful act

means any of the following actually or allegedly committed by **you** in the ordinary course of **your** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting, or disclosing **media content**, including social media authorized by **you**:

1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or
6. improper deep-linking or framing within electronic content.

Named insured

means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.

PCI fines and assessments

means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by **you** under the terms of a **merchant services agreement**, but only where such fines or assessments result from a **security failure**. **PCI fines and assessments** will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.

Personally identifiable information

means any information about an individual that is required by any local, state, federal, or foreign law or regulation to be protected from unauthorized access, acquisition, or public disclosure.

Policy period

means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of hazardous substance issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart, including gas, acids, alkalis, chemicals, odors, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapor, soot, fumes, radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mold, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.

Privacy liability

means:

1. **your** actual or alleged failure to timely disclose a **security failure** or **data breach** resulting in a violation of any **breach notice law**;
2. **your** failure to comply with those provisions in **your privacy policy** that:
 - a. mandate procedures to prevent the loss of **personally identifiable information**;
 - b. prohibit or restrict disclosure, sharing, or selling of an individual's **personally identifiable information**; or
 - c. require **you** to give access to **personally identifiable information** or to amend or change **personally identifiable information** after a request is made by the concerning individual;provided that no **senior executive** knew of or had reason to know of any such conduct; or
3. **your** failure to administer an identity theft prevention program or an information disposal program pursuant to 15 U.S.C. 1681, as amended, or any similar state or federal law.

Privacy policy

means any public written statements that set forth **your** policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, **personally identifiable information**.

Public relations event

means:

1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a covered **claim** under this Policy; or
2. a **security failure** or **data breach** that results in covered **breach response costs** under this Policy or which reasonably may result in a covered **claim** under the Policy.

Ransomware	means any malicious code designated to block your access to computer systems or digital assets , delete or otherwise harm the computer system or digital assets , or cause a security failure , until a sum of money is paid.
Regulatory penalties	<p>means monetary fines and penalties imposed in a regulatory proceeding to the extent insurable under applicable law.</p> <p>Regulatory penalties will not mean any:</p> <ol style="list-style-type: none">1. costs to comply with injunctive relief;2. costs to establish or improve privacy or security practices; or3. audit, reporting, or compliance costs.
Regulatory proceeding	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.</p> <p>Regulatory proceeding does not include the Security and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entity.</p>
Restoration costs	<p>means the reasonable and necessary costs you incur to replace, restore, or recreate digital assets to the level or condition at which they existed prior to a security failure. If such digital assets cannot be replaced, restored, or recreated, then restoration costs will be limited to the actual, reasonable, and necessary costs you incur to reach this determination. Restoration costs do not include:</p> <ol style="list-style-type: none">1. any costs or expenses incurred to update, upgrade, replace, restore, repair, recall, or otherwise improve the digital assets to a level beyond that which existed prior to the security failure;2. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain, or otherwise improve any computer system; or3. the economic or market value of any digital assets, including trade secrets, or the costs to re-perform any work product contained within any digital assets. <p>Restoration costs does not mean and will not include costs for better computer systems or services than you had before the security failure, including upgrades, enhancements, and improvements. However, this shall not apply if the cost for the most current version of a computer system is substantially equivalent to (or less than) the original cost of the computer system you had before the security failure took place.</p>
Retroactive date	means the date specified in Item 9. of the Declarations.

Security failure

means the failure of security of **computer systems** which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**; or
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or
5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password.

Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an **employee** and not used for the business operations of the **named insured** or **subsidiary**.

Senior executive

means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on **your** behalf in the scope of **your** business operations.

Service provider

means any third party that is responsible for the processing, maintenance, protection, or storage of **digital assets** pursuant to a written contract.

Subsidiary

means any organization in which the **named insured**:

1. owns either directly or indirectly 50% or more of the outstanding voting stock; or
2. has recognized the revenues in the **application**.

An organization ceases to be a **subsidiary** on the date, during the **policy period**, that the **named insured's** ownership, either directly or indirectly, ceases to be 50% of the outstanding voting stock.

The **named insured** will give written notice to **us** of any acquisition or creation of an organization with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organization is granted until the end of the **policy period** or for 90 days, whichever is the earlier, subject to the following criteria:

1. the newly created or acquired **subsidiary** has substantially similar business operations;
2. the new **subsidiary's** gross revenue is equal to or less than 10% of the total gross revenue the **named insured** has listed on the **application**; and
3. prior to the effective date of such acquisition or creation, no **senior executive** of the **named insured** or of the acquired or created organization, knew or could have reasonably expected that a **claim** would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER.

Upon receipt of such acquisition or creation, **we** may, at **our** sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions. If the **named insured** does not agree to the additional premium and/or changed terms and conditions, if any, coverage otherwise afforded under this provision for such acquired or created organization will terminate ninety (90) days after the effective date of such acquisition or creation, or at the end of the **policy period**, whichever is the earlier.

Systems failure

means any:

1. unintentional, unplanned, or unexpected **computer system** disruption, damage, or failure where the proximate cause is not a **security failure**, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of **computer systems** or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or
2. disruption of **computer systems** by **you**, with **our** written prior consent, in order to mitigate covered **loss** under this Policy.

Systems failure does not include any:

1. failure of a third party technology or cloud service provider that results in an outage that extends beyond **your computer systems**;
2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure;
3. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators;
4. failure of power supply and other utilities unless the provision of power and other utility services is under the **named insured's** direct control;
5. failure to adequately anticipate or capacity plan for normal and above operational demand for **computer systems** except where this demand is a **denial of service attack**;
6. government shutdown of systems or services;
7. ordinary wear and tear or gradual deterioration of the physical components of **computer systems**; or
8. failure or defect in the design, architecture, or configuration of **computer systems**.

Third party corporate information

means any information of a third party held by **you** which is not available to the general public and is provided to **you** subject to a mutually executed written confidentiality agreement between **you** and the third party or which you are legally required to maintain in confidence. However, **third party corporate information** does not include **personally identifiable information**.

Waiting period

means the number of hours set forth in Item 5. of the Declarations

We, us, or our

means the Company providing this Policy.

SECTION X

OTHER PROVISIONS

OTHER INSURANCE

This Policy will apply excess of any other valid and collectible insurance available to **you**, including the self-insured retention or deductible portion of that insurance, unless such is written only as specific excess insurance to this Policy, without contribution by this Policy.

CHOICE OF LAW

Any disputes involving this Policy will be resolved applying the law designated in Item 12. of the Declarations, without reference to that jurisdiction's choice of law principles.

NO ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by **us**.

Notice of Available Panel Providers

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@thecoalition.com, at 1.833.866.1337, or through the report a claim button at www.thecoalition.com/claims. Panel Providers available to Coalition policyholders are subject to change. The current list is available at www.thecoalition.com/panel.

Data Breach response – U.S. (recommended attorney in brackets)	Mendes & Mount (Peggy Reetz) Lewis Brisbois (Sean Hoar) Mullen Coughlin (Jennifer Coughlin)
Data Breach response – E.U. (recommended attorney in brackets)	Pinsent Mason (Ian Birdsey)
Litigation	Lewis Brisbois Winget Spadafora & Schwartzberg Dentons BakerHostetler
Media Claims	Leopold Petrick & Smith (Louis Petrich) Lewis Brisbois (Elior Shiloh) Duane Morris (Cynthia Counts)
Notification	Epiq Experian
Forensics / Incident Response	Coalition Incident Response Kivu Consulting Crypsis Mandiant Charles River Associates
PR & Crisis Management	Infinite Global Edelman APCO Worldwide
Forensic Accounting	Baker Tilly (formerly RGL)
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

Coalition policyholders may engage with the following additional vendors with our prior written approval. Coalition policyholders may also engage vendors not listed with our prior written approval.

Notification	AllClear ID
Forensics/Incident Response	CrowdStrike



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 01

QUOTA SHARE ENDORSEMENT

Form Number	SP 15 629 0218
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:

Arch Specialty Insurance Company 30.0%

Allianz Underwriters Insurance Company 20.0%

Ascot Specialty Insurance Company 20.0%

Fortegra Specialty Insurance Company 30.0%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 02

SERVICE OF SUIT ENDORSEMENT

Form Number	SP 14 927 0219
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

It is understood and agreed that in the event **we** fail to pay any amount claimed to be due hereunder, **we**, at the request of the **named insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right by **us** to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against **us** upon this contract, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the Statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **named insured** or any beneficiary hereunder arising out of this contract of insurance.

We hereby designate the President of Arch Specialty Insurance Company, One Liberty Plaza, 53rd Floor, New York, NY, USA 10006, as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 03

COMPUTER REPLACEMENT ENDORSEMENT

Form Number	SP 17 514 0419
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
CR. COMPUTER REPLACEMENT	\$1,000,000	\$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

CR. COMPUTER REPLACEMENT	We will pay on your behalf computer replacement costs that you incur as a result of the loss of integrity in the firmware of any computer systems you own or lease due to a security failure first discovered by you during the policy period .
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3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Computer replacement costs	<p>means the reasonable and necessary costs you incur, with our prior written consent, to restore or replace those computer systems directly impacted by a security failure.</p> <p>Computer replacement costs do not include breach responses costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, or restoration costs.</p>
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4. For purposes of the coverage provided under this Endorsement only, the definitions of "**Computer systems**" and "**Loss**" in Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	<p>means:</p> <ol style="list-style-type: none">1. computers and related peripheral components, including Internet of Things (IoT) devices;2. systems and applications software;3. terminal devices;4. related communications networks;5. mobile devices (handheld and other wireless computing devices); and6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and which are owned by you.</p>
Loss	<p>means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and computer replacement costs.</p>

5. Paragraph T. TANGIBLE PROPERTY, under Section III, EXCLUSIONS – WHAT IS NOT COVERED, is deleted for purposes of the coverage provided under Insuring Agreement, CR. COMPUTER REPLACEMENT.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 04

REPUTATION REPAIR ENDORSEMENT

Form Number	SP 14 802 1117
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered loss due to a public relations event:</p> <ol style="list-style-type: none">1. a public relations or crisis management consultant;2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients;4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 05

REPUTATIONAL HARM LOSS

Form Number	SP 16 383 0718
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
RHL. REPUTATIONAL HARM LOSS	\$1,000,000	Waiting period: 14 days

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

REPUTATIONAL HARM LOSS	We will pay reputational harm loss that you incur during the indemnity period solely and directly resulting from an adverse publication first published during the policy period specifically concerning a security failure, data breach, or cyber extortion first discovered by you and reported to us during the policy period. The waiting period for any reputational harm loss will be the period of time set forth in Item 5. above.
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3. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A **CLAIM OR INCIDENT** is amended to include the following:

Notice of any **adverse publication** will include complete details of the **adverse publication** and the date **you** first became aware of such **adverse publication**, **you** must immediately record the specifics of any **reputational harm loss** resulting therefrom.

4. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, SECTION V, CLAIMS PROCESS, PROOF OF LOSS is deleted and replaced with the following:

PROOF OF LOSS	<p>With respect to reputational harm loss, you must complete and sign written, detailed, and affirmed proof of loss within 90 days after the adverse publication (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) a full description of the circumstances, including, without limitation, the time and place of the adverse publication; (b) a full description of the circumstances, including, without limitation, the time, place, and cause of the underlying security failure, data breach, or cyber extortion as well as the date of first notice to us; and (c) a detailed calculation of any reputational harm loss; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such reputational harm loss. <p>Any costs incurred by you in connection with establishing or proving reputational harm loss, including preparing a proof of loss, will be your obligation and is not covered under this Policy.</p> <p>Solely with respect to verification of reputational harm loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following a loss.</p>
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5. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, Section IX, DEFINITIONS is amended by the addition of the following:

Adverse publication	<p>means any report or communication to the public through any media channel including, but not limited to television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a security failure, data breach, or cyber extortion that affects any of your customers or clients. All adverse publications relating to the same security failure, data breach or cyber extortion will be deemed to have occurred on the date of the first adverse publication for the purposes of determining the applicable waiting period and indemnity period.</p>
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Reputational harm loss	<p>means the net profit that would have been earned before income taxes, or net loss that would not have been incurred solely and directly as the result of any adverse publication.</p> <p>Reputational harm loss does not include any:</p> <ul style="list-style-type: none"> (a) costs to rehabilitate your reputation, including legal costs or expenses; (b) breach response costs; (c) crisis management costs; (d) costs directly caused by an adverse publication of any occurrence other than a covered security failure, data breach, or cyber extortion. (e) loss arising out of, based upon, or attributable to any publicity that refers or relates to the security or privacy of other entities in the same or similar business or industry as you, including any of your competitors; or (f) any loss resulting from partial or complete interruption of computer systems caused by a security failure. <p>Reputational harm loss will not include net profit that would likely have been earned before income taxes as a result of an increase in volume due to favorable business conditions caused by the impact of security failures, data breaches, or cyber extortion impacting other businesses, loss of market, or any other consequential loss. Further, due consideration shall be given to the following when calculating reputational harm loss:</p> <ul style="list-style-type: none"> (a) the experience of your business before the adverse publication and probable experience thereafter during the indemnity period had there been no adverse publication and to the continuation of normal charges and expenses that would have existed has no adverse publication occurred; and (b) any reputational harm loss made up during, or within a reasonable time after the end of, the indemnity period.
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6. For purposes of the coverage provided under Insuring Agreement, RHL. REPUTATIONAL HARM LOSS only, the definitions of "**Indemnity period**", "**Incident**" "**Loss**", and "**Waiting period**" under Section IX, DEFINITIONS are deleted and replaced with the following:

Indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the waiting period .
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Incident	means cyber extortion, data breach, funds transfer fraud, public relations event, security failure, systems failure or adverse publication.
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, and reputational harm loss.
Waiting period	means the amount of time set forth in Item 5. above that must elapse after the date upon which the adverse publication was first disseminated.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 06

SERVICE FRAUD ENDORSEMENT

Form Number	SP 16 183 0518
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sub-Limit	Retention/Sub-Retention
SF. SERVICE FRAUD	\$250,000	\$2,500

- Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

SF. SERVICE FRAUD	We we will reimburse you for direct financial loss that you incur as the result of you being charged for the fraudulent use of business services resulting from a security failure , provided that such direct financial loss is first discovered by you and incurred by you during the policy period .
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- For purposes of the coverage provided under Insuring Agreement, SF. Service Fraud only, the following definition under Section IX, DEFINITIONS is added:



Business services	<p>means the information technology and telephony business services shown in the Schedule below provided that:</p> <ul style="list-style-type: none">(a) you use such service regularly in the normal course of your business;(b) you are charged a fee on a regular periodic basis, no less frequently than on a semi-annual basis; and(c) such services are provided in accordance with the terms and conditions of a written contract between you and the business service provider. <p>Schedule</p> <p>Software as a Service; Platform as a Service; Network as a Service; Infrastructure as a Service; Voice over Internet Protocol; and Telephony Services.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 09

REGULATORY COVERAGE ENHANCEMENT ENDORSEMENT – CCPA AND GDPR

Form Number	SP 17 147 1119
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. SECTION II, WHAT WE COVER – OUR INSURING AGREEMENTS, THIRD PARTY LIABILITY COVERAGES, paragraph B is deleted and replaced with the following:

B. REGULATORY DEFENSE AND PENALTIES	We will pay on <u>your</u> behalf <u>claim expenses</u> and <u>regulatory penalties</u> that <u>you</u> become legally obligated to pay resulting from a <u>claim</u> against <u>you</u> in the form of a <u>regulatory proceeding</u>.
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2. The definition of “**Regulatory proceeding**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Regulatory proceeding	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding:</p> <ol style="list-style-type: none">1. brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, Securities and Exchange Commission (SEC) arising only from S-P (17 C.F.R. § 248), or any federal, state, local, or foreign governmental entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a security failure or a data breach; or2. brought for a violation of the General Data Protection Regulation (GDPR), California Consumer Privacy Act (CCPA), or any similar federal, state, local, or foreign regulation arising from a privacy liability. <p>Other than the foregoing, regulatory proceeding does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by the Securities and Exchange Commission (SEC) and similar federal, state, local, or foreign governmental entities.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 10

COURT ATTENDANCE COST REIMBURSEMENT ENDORSEMENT

Form Number	SP 16 777 0918
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION V, CLAIMS PROCESS, DEFENSE is amended to include the following:

DEFENSE	If we request your presence at a trial, hearing, deposition, mediation, or arbitration relating to the defense of any claim , we will pay reasonable costs and expenses of attendance up to a maximum amount of \$250.00 a day per person, subject to a maximum amount of \$25,000 per policy period . Such amounts are part of and not in addition to the Limits of Liability of this Policy.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 11

CRIMINAL REWARD COVERAGE

Form Number	SP 16 670 0818
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. FIRST PARTY COVERAGES of the Declarations is amended to include the following:

Insuring Agreement	Limit/Sublimit	Retention
CR. CRIMINAL REWARD COVERAGE	\$25,000	\$0

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following Insuring Agreement:

CR. CRIMINAL REWARD COVERAGE	We will indemnify the named insured criminal reward costs . No Retention will apply to this insuring agreement.
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3. Section IX, DEFINITIONS is amended by the addition of the following definition:

Criminal reward costs	means any amount offered and paid by us for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. Criminal reward costs does not include and this Policy will not cover any amount offered and paid for information provided by you , your auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 12

DUTY TO COOPERATE ENDORSEMENT

Form Number	SP 17 274 0219
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, DUTY TO COOPERATE is deleted and replaced with the following:

DUTY TO COOPERATE	We will have the right to make any investigation we deem necessary to adjust any claim, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us . You will also cooperate with counsel in the defense of all claims and response to all incidents and provide all information necessary for appropriate and effective representation.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 13

YOUR OBLIGATIONS AS AN INSURED ENDORSEMENT

Form Number	SP 17 275 0219
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, WHEN THERE IS A CLAIM OR INCIDENT is deleted and replaced with the following:

WHEN THERE IS A CLAIM OR INCIDENT	You must provide us written notice of a claim or incident through the persons named in Item 8. of the Declarations as soon as practicable once such claim or incident is known to a senior executive . In no event will such notice to us be later than: (i) the end of the policy period ; (ii) or 90 days after the end of the policy period for claims made against you or incidents discovered by you in the last 60 days of the policy period .
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

AFFIRMATIVE AI ENDORSEMENT

Form Number	CYUSP-50EN-000039-0324-01
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The following is added to the definition of “**security failure**” in SECTION IX, DEFINITIONS:

Security failure includes an **AI security event**, which results in:

1. acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information** in **your** care, custody, or control and for which **you** are legally liable;
2. loss, alteration, corruption, or damage to software, applications, or electronic data existing in **computer systems**;
3. transmission of **malicious code** from **computer systems** to third party computer systems that are not owned, operated, or controlled by the **named insured** or **subsidiary**;
4. a **denial of service attack** on the **named insured's** or **subsidiary's computer systems**; or
5. access to or use of **computer systems** in a manner that is not authorized by **you**, including when resulting from the theft of a password

2. The following definition is added to SECTION IX, DEFINITIONS:

AI security event	means the failure of security of computer systems caused by any artificial intelligence technology, including through the use of machine learning or prompt injection exploits.
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3. The following is added to the definition of “**data breach**” in SECTION IX, DEFINITIONS:

Data breach includes the acquisition, access, theft, or disclosure of **personally identifiable information** or **third party corporate information**, that is unauthorized by **you**, resulting from an **AI security event**.

4. The following is added to the definition of “**funds transfer fraud**” in SECTION IX, DEFINITIONS:

In addition and subject to the terms above, a “fraudulent instruction transmitted by electronic means” as used in this definition, includes a fraudulent instruction transmitted through the use of deepfakes or any other artificial intelligence technology.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

AMENDED DEFINITION OF INSURED - INCLUDING INDEPENDENT CONTRACTORS AND
ADDITIONAL INSUREDS

Form Number	CYUSP-50EN-000020-0623-02
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of “**Insured, you, or your**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Insured, you, or your	<p>means:</p> <ol style="list-style-type: none">1. the named insured;2. a subsidiary;3. senior executives;4. employees;5. an independent contractor, who is a natural person, but only while acting in the normal course of the named insured or subsidiary's business operations while under their direct supervision;6. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and II.B, REGULATORY DEFENSE AND PENALTIES, any person or entity you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the policy period, and solely for such person's or entity's liability arising out of the named insured's or subsidiary's acts (hereafter an additional insured);7. the estates, heirs, legal representatives, or assignees of any
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	<p>employee or senior executive in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the employee or senior executive, in their capacity as such; and</p> <p>8. the spouse, domestic partner, or civil partner of any employee or senior executive solely for such spouse's, domestic partner's, or civil partner's liability resulting from a claim against the employee or senior executive, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a claim against the employee or senior executive, in their capacity as such.</p>
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2. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph J. INSURED VERSUS INSURED, is deleted and replaced with the following:

INSURED VERSUS INSURED	<p>Any claim made by or on behalf of:</p> <ol style="list-style-type: none"> 1. an insured under this Policy; however, this exclusion will not apply to an otherwise covered claim made by: <ol style="list-style-type: none"> a. an employee arising from a security failure or data breach; or b. an additional insured; 2. any business enterprise in which you have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an insured.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

BETTERMENT ENDORSEMENT

Form Number	SP 16 883 1018
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The definition of “**Extra expenses**” under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Extra expenses	<p>means your reasonable and necessary extra expenses incurred to avoid or minimize a business interruption loss, including:</p> <ol style="list-style-type: none">1. the reasonable and necessary additional costs of sourcing your products or services from alternative sources in order to meet contractual obligations to supply your customers and clients;2. the reasonable and necessary additional costs of employing contract staff or overtime costs for employees, including your internal IT department, in order to continue your business operations which would otherwise have been handled in whole or in part by the computer systems or service provider; and3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a security failure or systems failure. <p>Provided, however, that such expenses do not exceed the amount of loss that otherwise would have been payable as business interruption loss.</p>
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	<p>Extra expenses does not mean and will not include costs for better computer systems or services than you had before a security failure or system failure, including upgrades, enhancements and improvements. However, this will not apply if the cost for a more current or secure version of computer systems is:</p> <ol style="list-style-type: none">1. no more than 25% greater than the cost that would have been incurred to repair or replace the computer system you had before a security failure; or2. substantially equivalent to (or less than) the cost to repair or replace the computer system you had before a system failure took place. <p>Under no circumstances will we pay costs of acquiring or installing computer systems which did not form a part of your computer systems immediately prior to the security failure.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT NO.: 17

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

Form Number	SP 16 296 0618
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

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

BREACH RESPONSE LIMIT OF LIABILITY \$1,000,000

2. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY

Aggregate Limit of Liability & Limits of Liability for All Amounts Other than Breach Response Costs

The Aggregate Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **damages, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, PCI fines and assessments, regulatory penalties** and **claim expenses**, regardless of the number of **claims, incidents, or insureds**.

The Limits of Liability set forth in Item 5. of the Declarations is the maximum amount **we** will be liable to pay for all **damages, business interruption**



loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, PCI fines and assessments, regulatory penalties and claim expenses under each Insuring Agreement, regardless of the number of **claims, incidents, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Limit of Liability. The reference to applicable Limits of Liability herein refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 7. of the Declarations.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Limit of Liability set forth in Item 4. of the Declarations.

Limit of Liability for Breach Response Costs

The Breach Response Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **breach response costs**, regardless of the number of **security failures, data breaches, or insureds**. The Breach Response Limit of Liability is in addition to the Aggregate Limit of Liability. Upon exhaustion of the Breach Response Limit of Liability, there will be no further coverage under this Policy for any **breach response costs**.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

CONSENT TO SETTLEMENT CHANGE ENDORSEMENT

Form Number	SP 16 003 0418
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION V, CLAIMS PROCESS, SETTLEMENT is deleted and replaced with the following:

SETTLEMENT	<p>If you refuse to consent to any settlement or compromise recommended by us and acceptable to the claimant, our liability for such claim will not exceed:</p> <ol style="list-style-type: none">1. the amount for which such claim could have been settled, less the retention, plus claim expenses incurred up to the time of such refusal; and2. 80% of claim expenses incurred after such settlement was refused by you, plus 80% of damages and regulatory penalties in excess of the amount such claim could have settled under such settlement. <p>In this event, we will have the right to withdraw from the further defense of such claim or regulatory proceeding by tendering control of the defense thereof to you. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

ENHANCED WAITING PERIOD FOR DENIAL OF SERVICE ATTACKS

Form Number	SP 14 805 1117
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5.H. of the Declarations is deleted and replaced with following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
H. BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$1,000,000	\$2,500
		i. Waiting period: 8 hours
		ii. Enhanced waiting period: 1 hour

2. The second paragraph of Section II.H, BUSINESS INTERRUPTION AND EXTRA EXPENSES, is deleted and replaced with the following:

The **waiting period** for any failure of **computer systems** caused by a **denial of service attack** and where **you** are utilizing a DDoS mitigation provider from our list of Panel Providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.ii. of the Declarations. The **waiting period** for all other causes of failure of **computer systems** or where the failure of **computer systems** is caused by a **denial of service attack** and **you** are not utilizing a DDoS mitigation provider from our list of Panel providers at the time of such **denial of service attack**, will be the period of time set forth in Item 5.H.i. of the Declarations.



All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 20

INVOICE MANIPULATION ENDORSEMENT

Form Number	SP 17 813 0819
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5. of the Declarations is amended to include the following:

Insuring Agreement	Limit / Sublimit	Retention
IM. INVOICE MANIPULATION	\$250,000	\$2,500

2. Section II, FIRST PARTY COVERAGES is amended by the addition of the following insuring agreement:

IM. INVOICE MANIPULATION	We will pay you invoice manipulation loss that you incur directly resulting from any invoice manipulation first discovered by you during the policy period.
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3. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Invoice Manipulation	means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure .
Invoice Manipulation Loss	means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as a direct result of an invoice manipulation .

4. For purposes of the coverage provided under this Endorsement only, the following definitions under Section IX, DEFINITIONS is deleted and replaced with the following:



Incident	means cyber extortion, data breach, funds transfer fraud, invoice manipulation, public relations event, security failure, or systems failure. All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.
Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, invoice manipulation loss, and restoration costs.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

MULTI-FACTOR AUTHENTICATION (MFA) RETENTION REDUCTION

Form Number	SP 17 814 0819
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VI, LIMITS AND RETENTION, RETENTION is deleted and replaced with the following:

Retention	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by you and cannot be insured.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p>
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	In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, restoration costs , or other amounts arise out of a claim or incident that is the direct result of a business email compromise , the largest applicable Retention amount will be reduced by 50% subject to a maximum reduction of \$10,000, provided that multi-factor authentication was enabled and required at the time of the applicable incident .
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2. Section IX, DEFINITIONS is amended by the addition of the following definitions:

Business email compromise	means any access to or use of your email system in a manner that is not authorized by you .
Multi-factor authentication	means, in addition to the use of a user ID and password to validate access to your email system, the use of at least one of the following methods of authentication: <ul style="list-style-type: none"> a. a hardware or software token or access card; b. third party authentication applications providing time bound, one-time codes, by a method other than text messaging; or c. text messaging authentication.
Text messaging authentication	The use or receipt of a unique one-time passcode received by text message to a pre-established mobile number linked to the email account on your email system that is being accessed in order to validate access to your email system.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION ENDORSEMENT

Form Number	CYUSP-50EN-000034-1223-01
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Item 5.H. of the Declarations is deleted and replaced with following:

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
H. BUSINESS INTERRUPTION, AND EXTRA EXPENSE	\$1,000,000	\$2,500
		i. Waiting period: 8 hours
		ii. Enhanced waiting period: 1 hour
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SECURITY FAILURE SUBLIMIT	N/A	
SCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES SYSTEMS FAILURE SUBLIMIT	N/A	
UNSCHEDULED NON-IT VENDOR CONTINGENT BUSINESS INTERRUPTION AND EXTRA EXPENSES	\$500,000	

SECURITY FAILURE SUBLIMIT

UNSCHEDULED NON-IT VENDOR
 CONTINGENT BUSINESS
 INTERRUPTION AND EXTRA EXPENSES \$250,000
 SYSTEMS FAILURE SUBLIMIT

2. Section VI, LIMITS OF LIABILITY AND RETENTION LIMITS OF LIABILITY is amended to include the following:

The Scheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **security failure** of **computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Scheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses Systems Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **systems failure** of **computer systems** operated by a **scheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Unscheduled Non-IT Provider Contingent Business Interruption and Extra Expenses Security Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **security failure** of **computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Unscheduled Non-IT Vendor Contingent Business Interruption and Extra Expenses Systems Failure Sublimit set forth in Item 5. of the Declarations is the maximum amount **we** will pay for **business interruption loss** arising from **systems failure** of **computer systems** operated by an **unscheduled non-IT vendor** and any **extra expenses** incurred to avoid or minimize such **business interruption loss**.

The Non-IT Provider Contingent Business Interruption and Extra Expense Sublimits set forth above are part of, and not in addition to, the Limit of Liability for Business Interruption and Extra Expenses set forth in Item 5. of the Declarations.

3. For the purposes of the **business interruption** and **extra expenses** coverage provided under Insuring Agreement H. BUSINESS INTERRUPTION and EXTRA EXPENSE only, the definitions of “**Computer Systems**” and “**Systems Failure**” under Section IX, DEFINITIONS are deleted and replaced with the following:

Computer systems	means:
	1. computers and related peripheral components, including

	<p>Internet of Things (IoT) devices;</p> <ol style="list-style-type: none"> 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by you on your own behalf. Computer systems also includes items 1-6 above that are operated by:</p> <ol style="list-style-type: none"> a. a third-party vendor but only for providing hosted computer application services to you; b. a scheduled non-IT vendor; or c. an unscheduled non-IT vendor.
Systems failure	<p>means any:</p> <ol style="list-style-type: none"> 1. unintentional, unplanned, or unexpected computer systems disruption or failure where the proximate cause is not a security failure; 2. voluntary disruption or shutdown of computer systems by you in order to mitigate or prevent covered loss under this Policy; or 3. voluntary disconnection by you from any computer systems operated by any: <ol style="list-style-type: none"> a. third party vendor for providing hosted application services to you pursuant to a written contract; b. scheduled non-IT vendor; or c. unscheduled non-IT vendor, in order to mitigate or prevent covered loss covered under this Policy. <p>Systems failure does not include any:</p> <ol style="list-style-type: none"> 1. voluntary disruption or shutdown of any computer systems by any: <ol style="list-style-type: none"> a. third party vendor for providing hosted application services to you pursuant to a written contract; b. scheduled non-IT vendor; or c. unscheduled non-IT vendor. 2. failure or termination of any core element of internet, telecommunications, or GPS infrastructure that results in a regional, countrywide, or global outage of such infrastructure; 3. suspension, cancellation, revocation, or failure to renew any

	<p>domain names or uniform resource locators;</p> <ol style="list-style-type: none"> 4. failure of power supply and other utilities unless the provision of power and other utility services is under the named insured's direct control; 5. failure to adequately anticipate or capacity plan for normal and above operational demand for computer systems except where this demand is a denial of service attack; 6. government shutdown of systems or services; 7. ordinary wear and tear or gradual deterioration of the physical components of computer systems; or 8. failure or defect in the design, architecture, or configuration of computer systems.
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4. For purposes of this endorsement only, the following definitions are added to Section IX, Definitions:

Scheduled non-IT vendor	<p>means an entity listed in the Schedule of Non-IT Providers below that provides services or products to you, pursuant to a written contract, other than hosted computer application services you use regularly in the normal course of your business.</p> <p><u>Schedule of Non-IT Vendors</u> N/A</p>
Unscheduled non-IT vendor	<p>means an entity, other than an insured, not listed in the Schedule of Non-IT Providers that provides services or products to you, pursuant to a written contract, other than hosted computer application services you use regularly in the normal course of your business.</p> <p>In no event will any entity be considered an unscheduled non-IT vendor to the extent that it operates as:</p> <ol style="list-style-type: none"> 1. a public utility (including without limitation, a provider of electricity, gas, water, or telecommunications services); 2. an internet service provider (including any provider of internet connectivity); or 3. a securities or exchange market.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

PHISHING (IMPERSONATION) AND PROOF OF LOSS PREPARATION EXPENSE ENDORSEMENT

Form Number	SP 18 435 0720
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

- Item 5 of the Declarations is amended to include the following

Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
PH – Phishing (Impersonation)	\$250,000	\$2,500
PL – Proof of Loss Preparation Expenses	\$250,000	\$2,500

- Section II, WHAT WE COVER – OUR INSURING AGREEMENTS, is amend by the addition of the following:

PH – PHISHING (IMPERSONATION)	We will pay on your behalf phishing response services that you incur resulting from a phishing attack first discovered by you during the policy period.
PL - PROOF OF LOSS PREPARATION EXPENSES	We will pay on your behalf proof of loss preparation expenses.

- SECTION VI, LIMITS OF LIABILITY AND RETENTION, RETENTION, is deleted and replaced with the following:

Retention	<p>We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) must be paid by you and cannot be insured.</p> <p>In the event that damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts arising out of a claim or incident are subject to more than one Retention, the applicable Retention amount will apply to such damages, PCI fines and assessments, regulatory penalties, claim expenses, breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing, response services, proof of loss preparation expenses, restoration costs, or other amounts, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p>
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4. SECTION IX, DEFINITIONS LOSS is deleted and replaced with the following:

Loss	means breach response costs, business interruption loss, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, phishing response services, proof of loss preparation expenses, and restoration costs
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5. The following definition is added to Section IX, definitions:

Phishing response services	<p>means:</p> <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of a phishing attack; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from a phishing attack; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.
Phishing attack	means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out of or result from any security failure .
Proof of loss preparation expenses	means the reasonable and necessary costs you incur with our prior written consent for a third-party forensic accounting firm to

	assist you with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to business interruption loss or extra expenses covered under this Policy.
Tangible property	means items or objects that can be felt or touched. Tangible property does not include: <ol style="list-style-type: none">1. digital assets;2. any form of intellectual property, including trade secrets; or3. money, securities or digital currencies.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

PRIMARY FOR BREACH RESPONSE ENDORSEMENT

Form Number	SP 18 180 0320
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION X, OTHER PROVISIONS, OTHER INSURANCE, is amended to include the following:

OTHER INSURANCE	Notwithstanding the foregoing, only with regards to Section II.E, Breach Response, this Policy shall be primary and will not seek contribution.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

FLORIDA CHANGES

Form Number	SP 15 450SL 0118
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

The first and second paragraphs of SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION AND NON-RENEWAL are deleted and replaced with the following:

If this Policy has been in effect for less than ninety (90) days, **we** may cancel this Policy by mailing to the **named insured** at the address shown in Item 1. of the Declarations, written notice stating the reasons for cancellation and when the cancellation will be effective. Where permitted by applicable law, **we** may provide such written notice of cancellation by electronic transmission. Such cancellation will not be less than sixty (60) days after such notice is mailed (or ten (10) days thereafter when cancellation is due to non-payment of premium or fraud or misrepresentation).

If this Policy has been in effect for ninety (90) days or more, **we** may cancel this Policy only for the following reasons:

1. non-payment of premium;
2. a material misstatement by **you** in the **application** or other information provided to induce **us** to issue this Policy;
3. fraud by **you** in connection with the submission of any **claim** or **incident** for coverage under this Policy;



4. **your** failure to comply with underwriting requirements within ninety (90) days of the effective date of coverage; or
5. a substantial change in the risk covered by this Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WAIVER OF SUBROGATION PER CONTRACT ENDORSEMENT

Form Number	SP 15 810 0318
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION IV, YOUR OBLIGATIONS AS AN INSURED, OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION is deleted and replaced with the following:

OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	<p>In the event of any payment by us under this Policy, we will be subrogated to all of your rights of recovery. You will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable us to bring suit in your name. You will not do anything after an incident or event giving rise to a claim or loss to prejudice such subrogation rights without first obtaining our consent.</p> <p>This obligation does not apply to the extent that the right to subrogate is waived by you under a written contract with that person or organization, prior to the incident or event giving rise to the claim or loss</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY EXCLUSION

Form Number	CYUSP-50EN-000009-0223-01
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

SECTION III, EXCLUSIONS - WHAT IS NOT COVERED is amended by the addition of the following:

WRONGFUL COLLECTION AND BIOMETRIC PRIVACY	<ol style="list-style-type: none">Any actual or alleged violation of the Illinois Biometric Information Privacy Act or any similar federal, state, common, or foreign law; orAny actual or alleged: (a) wiretapping or eavesdropping; (b) use of web beacons, tracking pixels or other software tools by you or on your behalf that wrongfully acquires, collects, tracks or shares an individual's activity, information or data; or (c) wrongful collection or use of personally identifiable information by you or on your behalf, except this subpart (2)(c) shall not apply to SECTION II.A NETWORK AND INFORMATION SECURITY and SECTION II.B REGULATORY DEFENSE AND PENALTIES for an otherwise covered claim under item 2 in the definition of privacy liability.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

\$0 RETENTION FOR SERVICES FROM COALITION INCIDENT RESPONSE

Form Number	CYUSP-50EN-000004-1022-01
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

Section VI, LIMITS OF LIABILITY AND RETENTION, RETENTION is amended to include the following paragraph:

In the event that **you** choose to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response that result in covered **breach response costs, claim expenses, cyber extortion expenses, or restoration costs** under the terms and conditions of this Policy will not be subject to any Retention.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 29

ADDITIONAL INSURED ENDORSEMENT WITH SCHEDULE

Form Number	SP 15 378 1118
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "**Insured, you, or your**" under SECTION IX, DEFINITIONS is deleted and replaced with the following:

Insured, you, or your	means: <ol style="list-style-type: none">1. the named insured;2. a subsidiary;3. senior executives;4. employees; and5. person(s) or organization(s) in the attached schedule, solely for such person's or organization's liability arising out of the named insured's or subsidiary's acts.
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Schedule

1. ChargePoint .

(each hereafter a scheduled additional insured entity)

2. SECTION III, EXCLUSIONS – WHAT IS NOT COVERED, Paragraph J. INSURED VERSUS INSURED, is deleted and replaced with the following:



J. INSURED VERSUS INSURED	<p>Any claim made by or on behalf of:</p> <ol style="list-style-type: none">1. an insured under this Policy; however, this exclusion will not apply to an otherwise covered claim made by:<ol style="list-style-type: none">a. an employee arising from a security failure or data breach; orb. an additional insured;2. any business enterprise in which you have greater than a twenty percent (20%) ownership interest; or3. any parent company or other entity that owns more than twenty percent (20%) of an insured.
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.



FILING POLICY NO.: C-4NLW-126522-CYBER-2024

ENDT. NO.: 30

CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

Form Number	SP 17 253 0219
Effective Date of Endorsement	July 01, 2024
Named Insured	Optimus Solar, LLC dba Optimus Energy Solutions, LLC
Filing Policy Number	C-4NLW-126522-CYBER-2024
Issued by (Name of Insurance Company)	Arch Specialty Insurance Company, Allianz Underwriters Insurance Company, Ascot Specialty Insurance Company, Fortegra Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COALITION CYBER POLICY

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the following is added:

SECTION III, EXCLUSIONS – WHAT IS NOT COVERED is amended to include the following:

CERTIFIED ACTS OF TERRORISM	<p>This Policy does not apply to any damages or loss arising, directly or indirectly, out of a certified act of terrorism.</p> <p>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:</p> <ol style="list-style-type: none">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; and2. 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. <p>The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for damages or loss that is otherwise excluded under this Policy.</p>
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All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

Founders Professional

2038 1st Avenue South
Saint Petersburg, FL 33712
Phone: (727) 290-9801 Fax: (727) 498-6506

Date: July 29, 2024

To: Melissa Miller - LassiterWare, LLC

Fax: (888) 883-8680

From: Lauren Broadway,
Phone: 727-290-9801, Email: LBroadway@wholesure.com
On Behalf of: Gwynne Wright

Re: Insured: Optimus Solar dba Optimus Energy Solutions

CONFIRMATION OF COVERAGE

Thank you for your recent order to bind coverage. Coverage is confirmed bound by the attached company binder. Our invoice is also attached. Please note payment is due within 15 days of the coverage effective date.

INSURER: Lloyd's Of London
Non-Admitted

POLICY NO.: ENP0011659-01

COVERAGE: Architects and Engineers Professional Liability

POLICY PERIOD: 7/23/2024 TO 7/23/2025

TERM: 12 Months

PREMIUM: \$2,500.00

FEES: Carrier Policy Fee \$250.00
Broker Fee \$250.00

TAXES: \$150.00

TRIA PREMIUM:

TOTAL: \$3,150.00

APPROVED

David Daley

By David Daley at 5:33 pm, Oct 17, 2024

Thank you!

ENVIRONMENTAL LIABILITY BINDER

POLICY No. ENP0011659-01

7/29/2024

EFFECTIVE 7/23/2024 - 7/23/2025

APPLICANT

Optimus Solar LLC dba Optimus Energy Solutions & EV Site Solutions LLC

PO Box 1850

Mount Dora, FL 32756

THIS BINDER CONTAINS PAGE

STANDARD TERMS AND CONDITIONS	2
BOUND COVERAGE SCHEDULE.....	3
BOUND LIMITS AND DEDUCTIBLES	4
SCHEDULE OF FORMS AND ENDORSEMENTS.....	5

STANDARD TERMS AND CONDITIONS OF THIS BINDER

- The broker is responsible for all surplus lines filings and tax requirements.
- Premium is due within 30 Days upon binding coverage.
- Policy is 100% minimum earned at inception.

ADDITIONAL INFORMATION STILL PENDING

This binder is subject to receipt and review of the following information. Upon receipt of the below listed information, we reserve the right to modify these terms and conditions in accordance with our underwriting guidelines.

- Currently valued three year's loss runs history (Within 20 days)

BOUND COVERAGES AND RETROACTIVE DATES

Carrier – Certain Underwriters at Lloyd’s (A.M. Best rating **A XV**)
 Unique Market Reference: **B1776BL202300P**

COVERAGE SCHEDULE	COVERAGE PROVIDED	RETRO DATE
Contractors Pollution Liability(Occurrence)	Yes	N/A
Transportation Pollution Liability	Yes	Inception
Named Insured Location Pollution Liability	Yes	Inception
Non-Owned Disposal Site Pollution Liability	Yes	Inception
Technology Based Services		
Technology Products		
Computer Network Security		
Multimedia & Advertising		
Privacy Liability	Yes	Inception

BOUND LIMITS AND DEDUCTIBLES

The below limits are shared limits with a shared aggregate limit.

LIMITS

Contractors Pollution Liability Each Occurrence	\$1,000,000
Contractors Pollution Liability Aggregate	\$2,000,000

DEDUCTIBLES

Contractors Pollution Liability (per occurrence)	\$5,000
Transportation of Pollution Liability (CPL deductible applies)	\$5,000
Non-Owned Disposal Site Liability (CPL deductible applies)	\$5,000
Named Insured Location Pollution Liability (CPL deductible applies)	\$5,000

Estimated Gross Receipts	\$130,000
Rate	Flat

PREMIUM

ANNUAL

Coverage Part Premium	\$2,500
TRIA	Rejected
Total Premium	\$2,500
Policy Fee	\$250

State surplus lines taxes apply – Broker to file and collect surplus lines taxes.

FORMS & ENDORSEMENTS

- [CPL110 12-2016](#) Contractors Pollution Liability Form (occurrence)
- [LMA3100A](#) Sanctions Limitations Clause
- [LMA9037](#) Florida Surplus Lines Notice
- [LMA9038](#) Florida Surplus Lines Notice Rates And Forms
- [LMA9104 01-2021](#) TRIA Disclosure of Premium
- [LMA9191A](#) Lloyds CCPA Privacy Notice
- [LSW1001](#) SEVERAL LIABILITY NOTICE
- [CPL208 12-2016](#) Primary Non-Contributory Wording Endorsement
- [CPL216 09-2023](#) Broadform Transportation Pollution Liability Coverage
- [CPL262 12-2016](#) Additional Claims Expense Limit
Limit: \$1,000,000/\$2,000,000
- [CPL271 12-2016](#) AI - CG 20 10 07 04 equivalent (blanket)
- [CPL275 12-2016](#) AI - CG 20 37 07 04 equivalent (blanket)
- [CPL279 12-2016](#) WOS - CPL Blanket
- [CPL282 12-2016](#) Per Occurrence Deductible
- [CPL283 12-2016](#) Delete Asbestos and Lead Based Paint Exclusion
- [CPL287 01-2021](#) Cyber Acts Clarification Endorsement
- [CPL310 12-2016](#) Delete Fungi Exclusion
- [CPL410 04-2024](#) PFC, PFAS and Related Chemicals or Products Exclusion
- [EVA127 12-2016](#) Estimated Gross Receipts Endorsement
- [EVA129 12-2016](#) Minimum Earned Premium
- [EVA137 12-2016](#) Project Specific Coverage Endorsement
- [EVA141 12-2016](#) Claim Circumstance or Incident Exclusion
- [EVA300 12-2016](#) Sanction Limitation and Exclusion
- [EVA301 12-2016](#) War and Terrorism Exclusion
- [EVA302 12-2016](#) Lloyd's Security Schedule
- [EVA303 12-2016](#) Radioactive Contamination Exclusion
- [EVA304 12-2016](#) Nuclear Incident Exclusion Clause - Direct (Broad) (USA)
- [EVA306 12-2016](#) US Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause
- [EVA309 12-2016](#) Reliance on Another Insurance Company's Application

SURETY RIDER**Surety:**

445 S. Moorland Road, Suite 200
 Brookfield, WI 53005
 (800) 217-1792

Agent:

Address: _____

Phone: _____

TO BE ATTACHED TO AND FORM PART OF _____

(Type of Bond)

Bond Number _____

IN FAVOR OF _____

(Obligee)

ON BEHALF OF _____

(Principal)

EFFECTIVE _____

(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to and the intent of this rider is to:

- | | |
|----------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> INCREASE | <input type="checkbox"/> CHANGE THE NAME OF THE PRINCIPAL |
| <input type="checkbox"/> DECREASE | <input type="checkbox"/> CHANGE THE ADDRESS OF THE PRINCIPAL |
| <input type="checkbox"/> CHANGE THE EFFECTIVE DATE | <input type="checkbox"/> CHANGE THE EXPIRATION DATE |
| <input type="checkbox"/> OTHER _____ | |

(of) the attached bond

FROM: _____

TO: _____

EFFECTIVE: _____

APPROVED *Daniel Beecher*
 By **Daniel Beecher at 5:05 pm, Oct 31, 2024**

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this _____ day of _____, _____.

ACCEPTED BY:

(TITLE)

 (SURETY)
 By: *Susan Soltysiak*
 ATTORNEY-IN-FACT



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

SUSAN D. SOLTYSIAK, OF LEESBURG, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of APRIL, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 30TH day of APRIL, 2024

, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2155



Signed and sealed at the City of Brookfield, WI this _____ day of _____.

Karen J. Haffner

Assistant Secretary

BISSELL & ASSOCIATES INSURANCE