



ROOTPOINT
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RootPoint Proposal for Information Technology Consultant for Rockaway Township

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OVERVIEW:

This proposal is in response to a published Request for Proposal – Information Technology Consultant for Rockway Township bid request 2023-RFP5.

This proposal is based on two items, the RFP published by the township and a walkthrough of the facilities on November 30th, 2023, performed by Ryan Miller. The request asks for technical assistance and systems administration for approximately 100 workstations in approximately 6 locations throughout the township. During the walkthrough Ryan Miller noted that there was a significant number of equipment that was omitted on the bid proposal including servers, switches, routers, communication equipment, IoT devices, firewalls, and vendor appliances for systems no longer in use.

The Township does not have written processes and procedures, nor staff dedicated to taking care of the information technology or cybersecurity areas. In effect, the township will need a response to three (3) different areas: (1) general maintenance and systems administration, (2) the cleanup of the internal network and systems, (3) documentation of the systems and procedures which will make the Township more efficient, secure, and mature from an information technology and information security prospective.

TABLE OF CONTENTS

CONTENTS

OVERVIEW:	1
TABLE OF CONTENTS	2
LOCATIONS COVERED:	3
METHODS OF WORK:	3
TIME PERIODS COVERED:	5
NARRATIVE OF CURRENT CAPABILITY:	5
PROPOSED DOCUMENTATION TO BE GENERATED:	5
PROPOSED COVERAGE SCHEDULE:	6
PRO-ACTIVE SYSTEMS MAINTENANCE:	6
WORK TICKET SOLUTION:	7
RESPONSE TIME:	7
TICKET CATEGORIZATION:	7
ONSITE EMERGENCY COVERAGE:	8
REMOTE MONITORING FOR ALL DEPARTMENTS:	8
OPRA RESPONSES:	8
REGULAR SUPPORT AND UPDATES:	8
MAINTENANCE, TROUBLESHOOTING, AND TROUBLESHOOTING:	8
POLICE PROPRIETARY APPLICATIONS	9
MONITOR INTERNET, WEB, PORTAL INFORMATION, AND WORK ORDER TICKETING:	9
DATA BACKUPS, EMAIL ARCHIVING, AND DISASTER RECOVERY:	9
HARDWARE AND SOFTWARE TROUBLESHOOTING:	9
PC BACKUP:	9
MONITOR NETWORK SECURITY USAGE AND PERFORM NECESSARY "HOUSEKEEPING":	10
DOCUMENTATION:	10
NJ MUNICIPAL-BASED COMPUTER SOFTWARE APPLICATION SUPPORT:	10
RECOMMEND NEW WORKSTATIONS:	10
STRATEGIC PLANNING FOR FUTURE UPGRADES:	10
SECURITY CLEARED STAFF:	10
TOWNSHIP STAFF MEETINGS:	10
PROPOSED HOURLY RATE FOR WORK OUTSIDE OF THE PROPOSED MANAGEMENT:	10

CONFIDENTIALITY:	11
CANCELLATION:	11
INSURANCE COVERAGE:	11
REFERENCES:	12
PROPOSED BILLING SCHEDULE STRUCTURE:	13
MINIMUM BASE OPTION FOR EACH USER:	13
MINIMUM BASE OPTION FOR EACH SERVER:	14
MINIMUM BASE OPTION FOR EACH NETWORK DEVICE:	15

LOCATIONS COVERED:

There are five (5) identified locations provided in the RFP: The main municipal building, police department, senior center, road garage, and well field. Any area where Information Technology is located will be covered, however, even if it was not identified in the RFP or in the walkthrough.

METHODS OF WORK:

RootPoint's general method of operations are described in the following list. Some of these items will be considered non maintenance and part of a project. Cleanup of equipment and consolidation is considered project work. Once all appropriate agents are installed and systems are stable then the general maintenance mode will be able to begin. Some data may come up as we discover more things on the network and systems which will require project work, including any results of security breaches. If we find a security breach, we will immediately cease all work and alert the township to begin an incident response.

1. RootPoint will install a remote monitoring and management (RMM) software client on every computer and server in the environment. All machines covered under the Proposal will have the RMM installed on it. This will allow us to obtain information from all computers and servers on a near real time basis. This will give us an inventory of all software and devices that end users utilize.
2. Domain Administrator accounts will be created for RootPoint staff with named identities. Domain Administrator accounts will be restricted to just the Domain Controllers.
3. Workstation Administrator accounts will be created for RootPoint staff with named identities. These accounts will be used for privilege access on all non-domain controller computers.

4. A list of all accounts will be generated to determine if they should have access or not.
5. Vulnerability scanner will be installed on a server. A list of all vulnerabilities will then begin to feed data into the RootPoint systems.
6. Vulnerability scanner will be updated to collect data on other networks.
7. Domain keys will be cycled twice in quick succession.
8. Automated patching rules will be set up for Windows workstations and servers, and applications.
9. All computers will be patched to current levels for OS and applications.
10. Once the RMM is installed then Sophos MDR Complete will be installed using the RMM on all computers. Any prior endpoint protection or antivirus will be removed during this process and abandoned from use.
11. The Datto backup owned by the Township will be transferred from Aton Computing control to RootPoint control.
12. An updated Datto backup agent will be installed on the servers if required.
13. The Datto backup appliances will be reviewed for correct setup including encryption, backup retention, and testing.
14. An Auvik Network Monitoring collector in the primary location and scan the networks reachable by the server. Remote sites may have collectors set up on those systems.
15. The network equipment identified in the collector will be reconfigured to allow SNMP to the Auvik collectors as well as SSH login access with a segregated account for each device according to best practice.
16. Device configurations will be saved for any devices that don't have SSH login capabilities from Auvik.
17. Servers will be identified for function. Unused equipment will be removed from the racks for cleanup purposes. This is expected to include a number of Barracuda devices that were supporting an Exchange installation.
18. SonicWALL firewalls will be reconfigured to provide syslog and data feeds to Sophos MDR for SOC integration.
19. Devices that are behind on firmware will be planned for upgrades to remove security issues.
20. Synchronization between the local AD and Microsoft 365 will be verified. Depending on the results this may be a project to properly synchronize the Local AD to Entra ID.
21. Advanced Email Security & Spam Filtering will be set up for inbound and outbound email protection.
22. Backup will be setup for Microsoft 365 accounts including email, OneDrive, and SharePoint.
23. A list of all domains will be verified by the Township and then DMARC, SPF, DKIM records will be corrected or added for the email domains in use.
24. Microsoft Entra ID (Formerly Microsoft Azure P2) will be setup in order to utilize the advanced security features of Microsoft 365.
25. Microsoft Sentinel will be set up to monitor the advanced security features.
26. Mobile Device Management (MDM) will be setup for all city owned mobile devices (tables, cell phones)
27. Cloud Continuity for PCs. This should be done on all computers but may be omitted (a la carte) for budgetary purposes.
28. The local AD servers will be updated for DNS Root Hints.

29. Outbound DNS traffic will be prohibited except from the AD servers.
30. Outbound access rules will be created for the RootPoint tools in the firewalls.
31. Outbound traffic will continue to be identified until all approved traffic has specific outbound access rules and all other traffic is rejected.
32. The inbound traffic rules will be reviewed to ensure they are needed and correct.
33. Any incorrect traffic rules will be modified, corrected, or removed as needed.
34. An updated Acceptable Usage Policy (AUP) will be given to the Township attorney for review and approval. Employees will then be given the AUP to sign.
35. Banners will be updated on all computers and network system to notify potential attackers that the system is a government system in accordance with the law to allow for prosecution of attackers.
36. Microsoft 365 global admins will be restricted to just correct users, and no user will have email with a global admin account.
37. Any email accounts that should be converted to a shared account will be converted and appropriate access granted to the employee.

TIME PERIODS COVERED:

Our proposal will cover the requested time period of five (5) years commencing January 1st of each year for 2024, 2025, 2026, 2027 and 2028. This will be a one (1) year period with four (4) successive consecutive one (1) year contracts which will be renewed at the Township's sole discretion.

NARRATIVE OF CURRENT CAPABILITY:

RootPoint currently supports municipal governments, including the Borough of Carteret, NJ. RootPoint has supported Carteret through a number of projects, implementations, vulnerability assessments, disaster planning and response, technology planning, vendor management, implementation of cybersecurity best practices, helpdesk, asset management, security operations center (SOC) services, internal process documentation, network management, and general information technology knowledge. A number of state and federal grants have been awarded based on projects proposed by RootPoint.

RootPoint supports different organizations including power distribution and generation utilities, construction, biopharma, and more with not just IT and helpdesk, but Cybersecurity and compliance work. We have clients throughout the United States and the world. All our staff are US citizens based in the United States. We can place "boots on the ground" or "hands on keyboards" throughout the entire United States.

We follow different frameworks required by different governmental, regulatory, or compliance requirements. It is our goal to move every client into a more mature place by implementing good governance, improving practices, and implementing a proper set of information security controls to mitigate threats to the township.

PROPOSED DOCUMENTATION TO BE GENERATED:

1. Asset list including all end user computers and software, servers and server software, backups, firewalls, switches, network equipment and IoT devices

2. Disaster Recovery Plan and testing process
3. Equipment onboarding process
4. Incident Response plan
5. Helpdesk and escalation processes
6. Cyber risk insurance responses
7. Continual vulnerability analysis
8. Live network documentation
9. Up/Down equipment monitoring and alerting
10. Additional Documentation as needed

PROPOSED COVERAGE SCHEDULE:

The proposed normal work hours will coincide with the Township office hours or 0800 to 1730 Monday to Friday, whichever is more inclusive. Maintenance work be performed after hours unless otherwise required including emergency updates. After-hours coverage will be provided for the police department or other departments that need 24/7 coverage. Our SOC operates 24/7 for security monitoring.

PRO-ACTIVE SYSTEMS MAINTENANCE:

RootPoint proposes pro-active systems maintenance to include all end user computers, servers, and network equipment. This will include patch management, firmware management, software updates, and configuration monitoring and management. We utilize a PSA tool which integrates with our RMM to provide an assist and inventory list both current and historical. Our PSA tool creates alerts based on conditions from the monitored devices including hundreds of conditions from a device going offline, a service stopping, hardware failure alerts and more.

Critical updates are considered software updates or device configurations to be done at first available time which may mean during the day to resolve issues that would leave systems vulnerable. If they can be scheduled for after-hours, then we will do so to minimize interruptions wherever possible. Our typical patch cycle is between 1AM and 3AM Monday, Wednesday, and Friday.

We run a continuous vulnerability assessment against all systems both internally and externally. If there are vulnerabilities, we immediately patch it. If a patch is not available, we attempt to mitigate the issue through another method such as a configuration change in the device or another device to reduce the risk. Vulnerability assessment will detect issues in configuration of devices, firmware, and software patches. Penetration testing is performed by an outside party, typically with no knowledge of the systems but with a defined scope to gain access. We believe that the RFP meant to specify vulnerability assessment as it would not be possible for us to break into a system we maintain as we would already have access. This is a typical thing we see written into RFPs that requires some education about in order to make sure that we are all discussing the same thing.

We will make every effort to minimize onsite work outside of projects. Almost all of our work can be done remotely, especially once the systems are well documented.

We utilize a 24/7 Security Operations Center (SOC) that is US staffed.

We set a monthly review with a member of our account team and senior staff member and the IT contact to review any outstanding issues and perform a review of any issues that we notice should be addressed to better operate the systems.

WORK TICKET SOLUTION:

We utilize a cloud-based professional services automation (PSA) tool called Autotask. Our PSA documents all tickets, requests, and incidents. Employees can generate tickets via phone call, email, or through our RMM agent on the computer. The RMM agent directly integrates to our PSA and can create tickets via Alert rules. We can provide updates via email automatically. Security incidents are created by our SOC team.

RESPONSE TIME:

Regular hour response time is within two (2) hours. Critical / emergency items are placed at the highest priority for immediate work. Our current response time for tickets is averaging seventeen (17) minutes according to our PSA for the last sixty (60) days. Our goal is to reduce tickets by being proactive about systems maintenance.

TICKET CATEGORIZATION:

Our ticket categorization is based on severity of issue and type of issue. These are examples of different classification of tickets including low/regular/high/critical and if it is a planned request or issue.

Low Priority Issue – a non-critical item is affecting a single employee, but the user is able to work. Work systems are functional, but it is a minor issue such as the background not displaying properly or a single monitor not working on a multi-monitor system. This is an unplanned issue.

Regular Priority Issue – a single user is affected and unable to work. The work system is functional for all other users. This is an unplanned issue.

Regular Request – change for a single user or system that would not affect production. This is typically scheduled for work to be done such as adding a piece of equipment for a user.

High Priority Request – planned change for a single user or system that would affect production but needs to be done urgently. This would be a planned change.

High Priority Issue – One non-critical system is unavailable, not functioning correctly, but does not affect other systems or production systems. This would include things like a logging server stopping working while the system it logs continues to work. This is an unplanned issue.

Critical Issue – a system or systems unavailable and affecting production or workflow. This would include things like email outages, internet outages, network outages, accounting software outages, etc. This is an unplanned issue.

We monitor and respond to tickets based on the time submitted to meet any service level agreements (SLA)s for systems. Emergency (critical) issues have highest priority, and we strive to meet a sub one (1) hour SLA for emergency issues. This does not mean that the issue will be resolved, but it will begin to be addressed. Part failures, third party vendors, acts of God and similar issues may restrict actual resolution of tickets. All other tickets will have a two (2) hour response time. Our ticketing system

logs time and response times to provide a reporting, including SLA timelines. We can automate workflows by escalating tickets based on type and severity.

ONSITE EMERGENCY COVERAGE:

RootPoint will provide 24/7 coverage with a four (4) hour emergency onsite network and technical support, when required, to the township's Police department. RootPoint will determine when an onsite emergency visit is required in the troubleshooting process.

REMOTE MONITORING FOR ALL DEPARTMENTS:

All departments will be provided with remote monitoring and support as part of the services.

OPRA RESPONSES:

RootPoint will provide responses to OPRA requests from the Township email system on Microsoft 365. We will verify that the retention policies are correctly set up to maintain emails according to OPRA requirements and provide a form for staff to fill out for requests to fulfill OPRA searches. The search results can be provided to whatever user or mailbox the Township requests for review before completion of the OPRA request response by the Township.

REGULAR SUPPORT AND UPDATES:

RootPoint will provide regular support and updates for Microsoft Windows and Microsoft Office using our RMM tool. Updates are typically done between 1AM and 3AM on Monday, Wednesday, and Friday but can be modified to fit the needs of the Township. Typically, Microsoft releases patches once a month although out of cycle patches may be released for critical vulnerabilities.

Firewalls and network equipment such as routers will be patched as the manufacturer releases updates. SNMP monitoring will be set up for all network devices to alert to issues.

Endpoint protection, including antivirus, is continuously monitored, and updated as it provides telemetry and other data to the SOC service.

Backup appliances – It is our understanding that the Township owns one or more Datto appliances. Without access to the systems, we cannot say if they have been properly sized or maintained and if they are retaining the records properly. Once we have access and migrated contract management to RootPoint we can ensure the system is properly patched. Typically, Datto appliances are patched automatically, even if the device is out of warranty, so long as there is a valid contract assigned to the device.

Any other systems, including ones in the future, can be maintained in an equivalent manner. Some manufacturers require valid warranties or licensing to obtain updates and those devices will be noted for updates. So long as the devices are properly warrantied then we will provide support including updates on them. Any devices not under warranty may not be supportable or updatable. Our suggestion is to meet best practice and have any in production equipment under warranty.

MAINTENANCE, TROUBLESHOOTING, AND TROUBLESHOOTING:

RootPoint will provide preventative maintenance, troubleshooting, network and server maintenance, updates to software, installation of Township approved software (e.g. Edmunds) for all locations. Printers that are not under a vendor service contract will be reviewed to determine if they

should be replaced or kept based on age, duty cycle, and other factors. Typically, printers are maintained by the leasing company under contract. We are happy to work with the vendor service company to troubleshoot printers. Mechanical issues with the printer would potentially require onsite visits to troubleshoot and as a result should be maintained by the vendor directly. For Township owned printers we will provide troubleshooting and suggest that the printers have warranties just as we suggest that all other equipment is warranted.

POLICE PROPRIETARY APPLICATIONS

RootPoint will act as the point of contact for any Police Department proprietary applications including but not limited to CAD/RMS, MDT, NCIC, MCAS, and MCS. We are operating under the assumption that those systems are all correctly set up according to best practices as they are believed to be currently functioning. The actual operation of the systems must be performed by members of the Police Department in accordance with any data sharing agreements between the Township Police Department and other Law Enforcement entities.

MONITOR INTERNET, WEB, PORTAL INFORMATION, AND WORK ORDER TICKETING:

RootPoint will monitor both the network traffic using the Endpoint Protection and firewalls. In addition, we will monitor internally and externally the website, web portals, and work order ticketing as defined by the Township. We can automate monitor for correct resolution for DNS names, site up/down and response codes (200 OK, 4XX errors, 5XX errors) to automatically create tickets if there is an issue. Any custom written software may require some additional support from the party that developed the software.

DATA BACKUPS, EMAIL ARCHIVING, AND DISASTER RECOVERY:

RootPoint is a high level twelve (12) year Datto Partner and will take over the contract of the existing Datto appliance. We will also ensure that all Microsoft 365 email accounts are properly backed up using Datto SaaS as well as any SharePoint data. We will create a Disaster Recovery Plan and have it available in case of a plan triggering incident. We like to tabletop and run through scenarios with our clients to ensure that everyone knows how to react in an incident to reduce anxiety.

HARDWARE AND SOFTWARE TROUBLESHOOTING:

RootPoint will remotely troubleshoot hardware and software issues using our RMM and monitoring tools. Hardware failures are commonly found before full failure with indicators in SNMP, WMI, or Windows logging. This will allow us to identify potential failures before they happen. Onsite troubleshooting should only happen in a complete catastrophic failure.

PC BACKUP:

We suggest using Datto Cloud Continuity for PC backups which provides an image-based backup similar to the Datto Appliance, but cloud only. We do not suggest backing up to just a local device. We would like all local files to be kept both on the PC and Microsoft 365 in OneDrive. The Datto SaaS protection will back up the OneDrive as well for end use files.

MONITOR NETWORK SECURITY USAGE AND PERFORM NECESSARY "HOUSEKEEPING":

RootPoint will provide for necessary firewall changes. The SOC will have 24/7 access to monitor network security.

DOCUMENTATION:

All documentation is stored in one of five places. All passwords are kept in a password management system. The second is the PSA system itself with notes of work done, screenshots and other related information to the tickets. The PSA also stores all the asset information and configuration items. The third is our cloud documentation system. This includes processes, procedures, vendor information, and any important ad-hoc information about any individual system. The fourth system is our network monitoring and management which includes all configurations from devices on the network, syslog, traffic logs, live network maps and more. The fifth area is our compliance system which includes all relevant frameworks. All systems are protected by multifactor authentication (MFA) and single sign on (SSO). Township Staff will be given access to the appropriate systems.

NJ MUNICIPAL-BASED COMPUTER SOFTWARE APPLICATION SUPPORT:

RootPoint has been supporting Edmunds and other systems for other NJ Municipal governments for several years, in making sure the application is running and can access its data sources and traverse the network and firewalls properly. References are available at the end of this document.

RECOMMEND NEW WORKSTATIONS:

RootPoint will identify appropriate workstations for long term use in the Township environment. We can obtain the equipment, prepare, set up and install new equipment. We will transfer employees to new replacement machines.

STRATEGIC PLANNING FOR FUTURE UPGRADES:

RootPoint will provide virtual CIO services which includes advising on five (5) year capital and operational budgeting.

SECURITY CLEARED STAFF:

RootPoint can provide security cleared staff to work on Criminal Justice systems. The township must provide which forms or clearances are required for each one so that we can have the Township run the clearance checks before granting access to the systems. RootPoint will maintain a list of people who are approved by the town to access the Criminal Justice system and restrict access to those systems to the Township approved staff.

TOWNSHIP STAFF MEETINGS:

RootPoint will work with Township insurance and risk managers to recommend cybersecurity and information technology measures. We would like to schedule these quarterly and combine them with tabletop exercises to run through potential risks and scenarios. This will allow for realistic reviews, prepare leadership for potential outcomes, and practice scenarios so reactions are expected and reduce fear and bad outcomes during a real scenario.

PROPOSED HOURLY RATE FOR WORK OUTSIDE OF THE PROPOSED MANAGEMENT:

RootPoint is proposing a single rate of one hundred and seventy-five dollars (\$175) per hour across all types of work including cyber risk, post incident response, project management, engineering

staff time. Certain work should be considered billable per hour. Items billable per hour should include Onsite work, incident triggered disaster recovery, systems architecture and design, interacting with law enforcement systems that are unsupported by the hardware manufacturer. Twenty-four (24) email search OPRA requests will be included annually with an expected current rate of twelve (12) annual OPRA email search requests. Requests in excess of twenty-four (24) will be charged at a flat fee of \$50 per OPRA request.

Items not billable per hour include: Patch Management, Updates to systems, infrastructure monitoring, SOC services, Microsoft Windows and Microsoft Office coverage, helpdesk, firewall management, network device management, reinstallation of agents because of update errors, regular system audits and assessments, data backup and recovery services, basic user training and support, routine software licensing management, preventive maintenance, standard compliance management, basic security measures implementation, email hosting and management, cloud services management, basic user account and access management, Wi-Fi and internet connectivity management, and standard reporting and documentation

CONFIDENTIALITY:

RootPoint agrees that that any proprietary and/or confidential information communicated to one party by the other party will be received in confidence, and no such information shall be disclosed to any third party without mutual consent.

CANCELLATION:

RootPoint agrees that cancellation can be made by either party in writing, and require ninety (90) days notice of cancellation.

INSURANCE COVERAGE:

Additional requested coverage information is appended to this document. The limits will be raised to the requested at the time of award and the Township will be listed as a Named Insured on all appropriate policies. Policy quotes for additional coverage are listed in the document.

REFERENCES:

Other NJ Municipal References

Borough of Carteret

Laurent Mevs – IT Director - (732)541-3825 – mevsl@carteret.net

100 Cooke Ave

Carteret NJ 07008

RootPoint has provided Information Technology Consulting services to the Borough of Carteret since November 2016. RootPoint has performed every system upgrade, provided helpdesk and advanced technical consulting, vendor management, and performed networking, infrastructure, security, vulnerability assessment, email security, performed OPRA requests on emails, incident response, tabletop exercises, system architect, vCISO, SOC services, and other services at the request of the Borough.

Other Commercial References

Doodie Calls

Jackie Gross – CFO – 941-233-4673

400 Carillon Parkway, Suite 225

St. Petersburg FL 33716

RootPoint provides IT Consulting services including helpdesk, technology planning, network infrastructure, email, email security, vulnerability assessment, network design, SOC services, and acts as the IT Director, outside CISO, vendor management, security, tabletop exercises, risk mitigation, compliance, system architecture, and other services as requested. They have multiple locations and provide post-disaster portable toilets, shower facilities and other services throughout the Southern United States.

D'assign Source

Andrew Walker – IT Director – 786-647-8960

11500 Overseas HWY

Marathon FL 33050

Rootpoint initially provided D'assign Source with post incident response services including full restoration of the environment, interfacing with the FBI to create a chain of custody, and eventual complete IT function management of the company. D'assign Source is the largest construction company in the Florida Keys with projects spread over 130 miles. Services include technology planning, helpdesk, network management, email security and email management, vulnerability assessment, SOC services, system architecture, project implementation, and other services as required.

PROPOSED BILLING SCHEDULE STRUCTURE:

MINIMUM BASE OPTION FOR EACH USER:

- **Year 1 (2024) to Year 5 (2028):**
 - **Monthly Billing:** \$40 per User per month
 - **Total Monthly Billing for Estimated 120 Users (w/ 100 PCs):** $\$40 \times 120 = \$4,800.00$
- **Included Services:**
 - **Helpdesk for PCs and Users:** The service for PCs ensures that users have immediate access to technical support for any PC-related issues. This includes troubleshooting, guidance on software usage, and resolving hardware or network connectivity problems. The service for users is designed to provide immediate and comprehensive support for a wide range of user-specific IT issues. This service is focused on delivering fast, efficient, and user-friendly assistance to ensure minimal disruption to daily operations and to enhance overall productivity.
 - **Remote Monitoring & Management Tool:** Offers comprehensive monitoring and proactive maintenance, featuring automated patch management and performance monitoring.
 - **Endpoint Protection: Managed Detection & Response:** Offers advanced endpoint protection, combining the latest in threat intelligence and response technology. It actively monitors and responds to cyber threats, providing robust defense against malware, ransomware, and other cyber-attacks. The managed detection aspect ensures continuous oversight and rapid response to any security incidents. This is a 24/7 Managed Security Operation Center service.
 - **Advanced Email Security & Anti-Spam:** This service enhances email security with advanced threat protection, anti-spam, and anti-phishing capabilities. It filters out harmful and unwanted content before it reaches the inbox, provides encryption to protect sensitive information, and ensures compliance with data protection regulations.
 - **Microsoft 365 Backup:** This backup solution specializes in protecting Microsoft 365 data, including emails, files in OneDrive, and SharePoint documents. It provides comprehensive backup and recovery options, ensuring that important data within the Microsoft 365 suite is protected against accidental deletion, security threats, and retention policy gaps.
 - **Multi-Factor Authentication:** The multi-factor authentication service enhances security by requiring multiple forms of verification to access systems and applications. This significantly reduces the risk of unauthorized access, protecting against phishing attacks and securing sensitive data.
 - **Security Awareness Training:** This training program is designed to educate staff about cybersecurity best practices, phishing scams, and other digital threats. Interactive and engaging training modules help in developing a security-conscious culture, reducing the risk of human error-related security breaches.
 - **Vulnerability Scanning:** The vulnerability assessment service scans the network and systems to identify vulnerabilities and security gaps. It provides detailed reports and

recommendations for remediation, helping to proactively address potential security issues before they can be exploited.

- **Dark Web Monitoring:** This monitoring service continuously scans the dark web for compromised data related to the organization. It alerts in real-time if sensitive information, such as credentials or personal data, appears on the dark web, enabling rapid response to potential breaches.
- **Microsoft Apps Training:** This training service offers comprehensive learning resources for Microsoft applications. It includes a wide range of instructional materials and tutorials to enhance proficiency in using Microsoft Office applications, thereby boosting productivity and collaboration.
- **Optional Recommended Services (Per User)**
 - **PC Backup:** The PC backup solution provides cloud-based, image-level backup for PCs, ensuring comprehensive data protection. In case of data loss, hardware failure, or ransomware attacks, this service enables quick restoration of entire systems, minimizing downtime and data loss. *(\$15.00 additional per PC per month)*
 - **Microsoft 365 Business Premium Licensing:** Offering Microsoft 365 Business Premium licensing provides access to a comprehensive suite of productivity and collaboration tools, along with advanced security features. This includes the full suite of Office applications, cloud services, and device management options, tailored for business needs. *(\$22.00 additional per User per month)*
 - **Microsoft Entra ID P2 - Access & Identity Management Licensing:** Microsoft Entra ID P2 offers advanced identity and access management capabilities, enhancing security and compliance. It provides features like conditional access policies, risk-based adaptive access, and secure identity management, ensuring that only authorized users have access to critical systems and data. *(\$9.00 additional per User per month)*

MINIMUM BASE OPTION FOR EACH SERVER:

- **Year 1 (2024) to Year 5 (2028):**
 - **Monthly Billing:** \$300 per Server per month
 - **Total Monthly Billing for Estimated 4 Servers:** $300 \times 4 = \$1,200.00$
- **Included Services:**
 - **Helpdesk for Servers:** Provides dedicated support for server health and performance, including troubleshooting server downtime, configuration issues, and software updates.
 - **Remote Monitoring & Management Tool:** Offers comprehensive monitoring and proactive maintenance, featuring automated patch management and performance monitoring.
 - **Endpoint Protection: Managed Detection & Response:** Delivers advanced protection against cyber threats with active monitoring and rapid response capabilities.
- **Optional Recommended Services (Per Backup Appliance)**
 - **Datto BCDR Backup Appliance Service & Management:**
 - **\$5-12:** *\$1,449.00 additional per device per month.*
 - **\$5-8:** *\$1,159.00 additional per device per month.*

- This service includes taking over the billing and management of Datto BCDR Devices, ensuring optimal backup and disaster recovery capabilities for the servers.
- **Key Assumptions:**
 - **Ownership:** This pricing assumes that Rockaway Township already owns the Datto BCDR backup appliances.
 - **Device Suitability:** It is assumed that the devices are properly sized for the Township's data storage and continuity needs. This means that the appliances have adequate capacity and capabilities to handle the current and foreseeable data backup and disaster recovery requirements of the Township's server infrastructure.
 - **Efficient Management:** By managing these backup appliances, we aim to optimize their performance and reliability, ensuring that the Township's critical data is securely backed up and can be rapidly restored in the event of any data loss or system failure scenarios.
- **Importance of Assumptions:**
 - These assumptions are crucial for accurately determining the scope of service and ensuring that the Township's needs are adequately met without incurring unnecessary costs or underestimating the required capacity. Should there be any changes or updates needed in these assumptions, such as upgrading the device or adjusting its capacity, we can work with the Township to address these requirements.

MINIMUM BASE OPTION FOR EACH NETWORK DEVICE:

- **Year 1 (2024) to Year 5 (2028):**
 - **Monthly Billing per Device:** \$25 per Device per month
 - **Total Monthly Billing for Estimated 20 Devices:** \$25 x 20 = \$500.00
- **Included Services:**
 - **Network Monitoring & Security:** Provides a comprehensive solution for network visibility, performance, and security. This includes real-time network mapping, automated configuration backups, and security monitoring, ensuring efficient and secure network infrastructure.
 - **Billed Devices:** Firewalls, Switches, Routers.



Request for Proposal Information Technology Consultant

Rockaway Township Department of Administration, Division of Purchasing

65 Mount Hope Road, Rockaway NJ 07866

Published Friday, November 17, 2023

Contents

Competitive Contract Request for Proposals	2
Administrative Document Checklist.....	3
Specification.....	4
Instructions to Vendors and Statutory Requirements.....	7
General Terms and Conditions	7
Submission of Proposals	7
Interpretation and Addenda	9
Americans with Disabilities Act.....	10
Mandatory Equal Employment Opportunity Language.....	11
New Jersey Anti-Discrimination Provisions, NJSA 10:2-1 et seq.....	12
New Jersey Business Registration Certification	13
Disclosure of Investment Activities in Iran	13
Non-Collusion Affidavit	14
Indemnification.....	15
Insurance Requirements.....	16
Ownership Disclosure Certification	18
Part I.....	19
Part II.....	19
Part III.....	19
Part IV – Certification.....	20
Chapter 25 of the Laws of 2012 (N.J.S.A. 52:32-55 et. seq.):	21
Pay to Play Advisory.....	23
Rating Factors	24

Competitive Contract Request for Proposals

Notice is hereby given that sealed proposals will be received by the Rockaway Township Division at 65 Mount Hope Road, Rockaway NJ 07866 in accord with NJSA 40A:11-4.1 for **Information Technology Consulting Services** on December 14, 2023 by 10:00 AM prevailing time.

It is the vendor's responsibility to ensure that proposals are delivered by the submission deadline. Any proposals received after the date and time above will not be considered, regardless of the method of delivery.

Proposal information may be obtained on the Township website: <https://www.rockawayTownship.org/Bids.aspx>, or from the Division of Purchasing at 65 Mount Hope Road, Rockaway NJ 07866. Questions are to be sent in email to rockawaybids@rockawayTownship.org. Vendors are to provide in a sealed envelope one (1) proposal marked "Original", and one proposal clearly marked "Copy".

Vendors are required to comply with NJSA 10:5-31 et seq., NJAC 17:27 et seq.

Rockaway Township will award this competitive contract in accord with price and other factors as outlined within NJSA 40A:11-4.1 et. Seq. and NJAC 5:34-4.1 et. Seq.

In accord with NJSA 40A:11-4.4(d) the summary report of evaluation will be posted on the Township procurement website, <https://www.rockawayTownship.org/Bids.aspx>, at least 48 hours prior to governing body award.

This proposal is being advertised in accordance with the "Fair and Open basis" and nothing further will be required under the Pay-to-Play legislation (NJSA 19:44A-20.7)

All disputes arising under this agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practice, specifically non-binding arbitration, pursuant to industry standards, prior to being submitted to a court for adjudication.

All costs payable to the mediator or arbitrator(s) shall be paid exclusively by the contractor. Owner shall bear none of the alternative dispute resolution costs. Any alternative dispute resolution shall be conducted at the Rockaway Township Municipal Building, 65 Mount Hope Road, Rockaway NJ 07866.

Nothing in this Article shall prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices require by this Article shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into.

The joinder of parties to any dispute hereunder shall be governed by the provision of P.L. 1997, c.371.

Administrative Document Checklist

	Documentation Title	Read, Signed, or Submitted Vendor Initials
Failure to Submit any of the following items with proposal is cause for rejection		
1.	Statement of Ownership Disclosure Form	
2.	Disclosure of Investment Activities in Iran Form	
Mandatory items, required no later than the time period noted		
3.	Required Evidence of EEO/Affirmative Action Compliance, prior to contract award	
4.	Business Registration Certificate	
5.	W-9 Form	
Submit or Comply with the following		
6.	Experience and Qualifications	
7.	Insurance and Indemnification Certificate	
Read only		
8.	Americans with Disability Act of 1990 Language	
9.	Pay to Play Advisory (P.L. 2005, Chapter 271, Section 3 Reporting)	

This checklist is provided for vendor use in assuring compliance with required documentation, however it does not include all specification requirements and does not relieve the vendor of the need to read and comply with the specifications.

Date: 12/12/2023

Vendor name: Design Studios LLC D/B/A Rootpoint

Authorized Representative (Print Name and Title): Andrew Rensch Managing Director

Signature:

Specification

- I. Introduction
 - a. The Township seeks qualified vendors to submit proposals to provide Information Technology Consulting services, intending this vendor to support the information technology and network operations of the Township.
 - b. The successful vendor will provide technical assistance and system administration to the Township through the duration of the awarded contract.
 - c. The Township maintains approximately 100 workstations, in approximately 6 locations throughout the Township, including the main municipal building, police department, senior center, road garage, and well field.
 - d. Vendors are invited to tour the Township facilities by emailing rockawaybids@rockawayTownship.org. Vendors may tour Township facilities with Township staff during the week of November 27 to December 1. Unscheduled walk-throughs may not be accommodated.
- II. Proposal
 - a. The term of the contract shall be five (5) years. Proposal Respondents shall provide with their proposal a detailed schedule for completing all envisioned or potential services and pricing considering a five (5) year contract commencing January 1 of each year as:
 - i. Year 1 (2024)
 - ii. Year 2 (2025)
 - iii. Year 3 (2026)
 - iv. Year 4 (2027)
 - v. Year 5 (2028)
 - b. The Township intends to award this contract for a 1-year period, with 4 successive consecutive 1-year contracts, which will be renewed at the Township's sole discretion.
 - c. Prospective vendors are encouraged to provide whatever documents with their proposal they determine would be useful for evaluation. The Township would consider resumes of relevant staff, a narrative statement of current capability to provide the services noted herein, intended billing schedule for users, proposed coverage schedule, as well as any and all plans and resources which would be developed for the Township should the respondent be the successful vendor.
- III. Requirements of Consultant
 - a. Pro-active system maintenance for all network devices (i.e. warranty, network and asset status), including routine maintenance, monthly reviews and security management to prevent cyber-attacks including penetration testing.
 - b. On-site maintenance is required only if required due to limitations of remote corrections.
 - c. Provide work ticket solution with response time in proposal. The Township desires response time for regular requests to be within 2 – 4 hours and will review proposals for categorizations of response times.
 - d. Emergency response within two (2) hour maximum response time for operational issues, servers down, email access, network performance, network connectivity and other system issues.

- e. Provide 24-7 coverage with four (4) hour emergency on site network and technical support, when required, to the Township's Police Department.
- f. Provide remote monitoring and email support for all departments, including response to Open Public Records Act requests from the Township email system in a timely manner. The vendor is not expected to provide legal review for OPRA, only to produce records.
- g. Provide regular support and updates for Microsoft Operating Systems, Microsoft Office Suite, network firewall, system security, back-up appliance, anti-virus and any other software applications used by the Township presently or in the future.
- h. Provide preventative maintenance, troubleshooting, network server/workstation maintenance, updates, upgrades, installations, configurations and troubleshooting of any and all software and hardware for workstations, servers and printer/copiers/scanners at all locations.
- i. Act as a point of contact for issues relating between the network and the Police Department proprietary applications including but not limited to, the following: CAD/RMS, MDT, NCIC, MCAS, MCS and other systems not completely listed herein.
- j. Monitoring Internet, web, portal information, service and work order ticketing electronically.
- k. Support and maintain data backup and disaster recovery and e-mail archiving.
- l. Troubleshooting (either remotely or on-site) hardware and software problems.
- m. Maintain hardware/software inventory and license documentation.
- n. Provide for on-site and off-site system file backup for PC operations, which includes rebuilding the various databases in case of system malfunction.
- o. Monitor network security usage and perform necessary system 'housekeeping'.
- p. Document information system processes and procedures and assist with network security.
- q. Demonstrate successful experience in supporting Edmund's finance and tax applications as well as other NJ municipal-based computer software applications, as appropriate.
- r. Recommend new workstation equipment and software, when necessary as well as setup and install acquired items.
- s. Strategic planning for future system upgrades, including advising on 5-year capital and operational budgeting.
- t. Provide security clearance to work on Criminal Justice systems.
- u. Work with the Township insurance and risk managers in meeting recommended cyber-security and information technology measures
- v. Respondents are required to provide a fee proposal for the above requested services with an hourly rate for projects outside the scope of this outline, including server upgrades, server installation or reinstallation, disaster recovery, planning and design.

IV. Confidentiality

Both the Township and the vendor agree that any proprietary or confidential information (including, without limitation, any and all employee information) communicated to one party by the other party, whether before or after the date of the contract, will be received in confidence, and no such information shall be disclosed to any third party without the mutual consent of each other.

V. Cancellation

Cancellation by either party shall be in writing, and require 90 days' notice of cancellation.

VI. Procurement and Method of Award

a. The Contract award shall be to the vendor who scores highest on the rubric included with this RFP, price and other factors consider (more fully described within NJAC 5.34).

Weighting of factors shall be as follows:

- i. Managerial Weighting __40__%
- ii. Technical Weighting __40__%
- iii. Cost Weighting __20__%

b. This procurement is being conducted in accord with the laws governing competitive contracting at NJSA 40A:11-4.1 et. Seq.

VII. Payment

The vendor shall submit monthly invoices for work performed in the preceding monthly period. The Township shall endeavor to pay completed vouchers within 60 days. All questions pertaining to process or technical specifications shall be submitted in writing to rockawaybids@rockawayTownship.org.

VIII. Submission

All proposals must be submitted in accordance with the following guidelines:

Proposals should be delivered to Rockaway Township Division of Purchasing by opening date and time noted in the Request for Proposals. Vendors are to provide in a sealed envelope one (1) proposal marked "Original", and one proposal clearly marked "Copy". Clearly mark the envelope or email subject line with "Rockaway Township Water Utility Operations Proposal." All questions pertaining to process or technical specifications shall be submitted in writing to rockawaybids@rockawayTownship.org.

Instructions to Vendors and Statutory Requirements

General Terms and Conditions

1. The Township of Rockaway (hereinafter the "Township") reserves the right, so long as it is in the best interests of the Township, to reject any or all proposals, select the one or combination of proposals which best suits the purposes of the Township, and to waive any technical irregularity in any or all proposals.
2. The Township shall not be liable for any failure on its part to detect or correct errors and no right shall inure to any vendor as a result of any action taken by the Township in connection therewith. Ambiguities, errors or omissions noted by the vendor should be promptly reported in writing to the appropriate official. In the event the vendor fails to notify the Township of such ambiguities, errors or omissions, the vendor shall be bound by the proposal.
3. Any prospective Vendor who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening/deadline of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the specifications and the Vendor's submitted proposal.
4. In submitting the proposal, the vendor recognizes that no subsequent claim of misunderstanding or of failure to read any relevant document or consider any relevant fact will relieve him of his obligation to perform in accordance with his bid if the Township accepts the offer.
5. The Township reserves the right to reject any or all proposals, to waive any informalities, deviations, or omissions, and to accept such proposal and make such awards as may be most advantageous to the Township.
6. Simultaneously with the submission of a proposal, a Bidder must submit an Ownership Disclosure Statement in accordance with c.33, P.L.1977. The failure to submit the Ownership Disclosure Statement with the bid shall result in the rejection of the bid. Each Bidder must also complete the Non-Collusion Affidavit contained in the proposal package.

Submission of Proposals

1. Sealed proposals shall be received by the contracting unit, Rockaway Township (hereafter referred to as "Township"), in accordance with public advertisement as required by law, with a copy of the notice made a part of these specifications.
2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be public opened. Names of the firms on each proposal will be read aloud, in addition to a single year price where applicable. The Township reserves the right to postpone the date for presentation and opening of proposals.
3. Sealed proposals shall be submitted in a sealed envelope addressed to the Township, bearing the name and address of the vendor submitting, and the title of the proposal. There shall be one (1) original marked "Original" and one (1) duplicate copy marked "Copy" of the proposal submitted. Submissions shall be addressed: **Rockaway Township Division of Purchasing, 65 Mount Hope Road, Rockaway NJ 07866**

4. Sealed proposals may be withdrawn prior to opening with written request to the same address. Once proposals have been opened, they will be firm for a period of sixty (60) calendar days.
5. It shall be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, facsimiles, or telephone bids will not be considered. Bids will not be considered from firms, individuals or the same owners of separate companies submitting more than one bid.
6. The entire proposal package is to be returned completed, ie. all requested documents are to be submitted in the proposal. All proposals must be submitted upon proposals forms attached hereto, and should give any unit prices and total prices for the work in both numbers and words as noted. All prices and amounts must be signed and acknowledged by the Vendor, in accordance with the directions in the proposal. All pricing and amounts must be written in ink or machine printed, and be legible.
7. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the proposal forms, or irregularities of any kind, may be rejected by the Township. Any changes, whiteouts, strikeouts, et cetera, must be initialed in ink by the person signing the proposal. Where a proposal format is not provided, the vendor may use their own format for submission.
8. Each proposal must give the full business address, phone number, fax, email, and contact person of the vendor, and be signed by an authorized representative as follows:
 - a. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - b. Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the state in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - c. Proposals by sole-proprietorship shall be signed by the proprietor.
 - d. When requested, satisfactory evidence of the authority of the signatory shall be furnished.
9. Vendor should be aware of the following statutes that represent "Truth in Contracting" laws:
 - a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Vendor should consult the statutes or legal counsel for further information.
10. The official RFP package is posted on the Township website <https://www.rockawayTownship.org/bids.aspx> in portable document format, at no cost to prospective respondents. Addenda will be posted at the same website. Respondents are cautioned they are responsible for ensuring they have reviewed a complete package and addenda; posting on third party and aggregation services that may or may not be complete must

be reviewed against the version on the Township website. The Township is not responsible for third party supplied information or documents, nor for discrepancies arising therefrom.

Interpretation and Addenda

1. The Vendor understands and agrees that its proposal is submitted on the basis of the specifications prepared by the city. The Vendor accepts the obligation to become familiar with these specifications.
2. Vendors are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official.
3. No oral interpretation and/or clarification of the meaning of the specifications for any goods and services will be made to any Vendor. Such request shall be in writing, addressed to the Township's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening/deadline of the proposal for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and notice will be provided through an advertisement in the Township official newspaper, sent to potential bidders who provided a physical or email address when obtaining a copy of the proposal/bid package, or had submitted a proposal/bid submission. All addenda so issued shall become part of the specification and proposal/bid documents and shall be acknowledged by the bidder in the proposal/bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
5. Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the Township shall provide required notice prior to the official receipt of proposals/bids to any person who has submitted a proposal/bid or who has received a proposal/bid package. They will be sent from the Township Purchasing Agent (rockawaybids@rockawayTownship.org). It is recommended that vendors include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.
6. Discrepancies in Proposals:
 - a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Township of the extended totals shall govern.

Americans with Disabilities Act

Equal Opportunity for Individuals with Disability

The Contractor and the Township of Rockaway do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "ACT") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township of Rockaway pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Township of Rockaway in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township of Rockaway, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding incurred in connection therewith. In any and all complaints brought pursuant to the Township of Rockaway grievance procedure, the Contractor agrees to abide by any decision of the Township of Rockaway which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township of Rockaway or if the Township of Rockaway incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Township of Rockaway shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Township of Rockaway or any of its agents, servants, and employees, the Township of Rockaway shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of Rockaway of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township of Rockaway pursuant to this paragraph.

It is further agreed and understood that the Township of Rockaway assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Township of Rockaway from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Mandatory Equal Employment Opportunity Language

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval

2. Certificate of Employee Information Report

3. Employee Information Report Form AA302 (provided by the Division and distributed to through the Division's website https://www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

New Jersey Anti-Discrimination Provisions, NJSA 10:2-1 et seq.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during

which such person is discriminated against or intimidated in violation of the provisions of the contract; and

- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

New Jersey Business Registration Certification

Pursuant to NJSA 52:32-44, Rockaway Township (Contracting Agency), is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise services within the Department of Treasury.

Prior to award or authorization, the contractor shall provide the Contracting agency with its proof of business registration and that of any named sub-contractor(s).

Sub-contractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contract is awarded or authorized.

Disclosure of Investment Activities in Iran – A “Disclosure of Investment Activities in Iran” pursuant to Public Law 2012 c. 25 must be completed and submitted with all proposals. Failure to complete, sign, certify and submit the Disclosure of Investment Activities in Iran form with the proposal shall be cause for rejection of the proposal.

Non-Collusion Affidavit

State of New Jersey

County of Miami-Dade FL

SS:

I, Andra Renck (name of affiant) residing in South Miami (name of municipality) in the County of Miami-Dade and State of FL of full age, being duly sworn according to law on my oath depose and say that:

I am Managing Director (title or position) of the firm of Design Studios LLC (name of firm) the bidder making this Proposal for the bid entitled Information Technology consultant (title of bid proposal) and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Rockaway relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Design Studios LLC D/B/A Rootpoint.

Subscribed and sworn to

before me this day 12/12/2023

12/12/2023

[Signature]

Notary public of

My Commission expires 2/28/2024

(Seal)

Signature

Andra Renck

Type or print name of affiant under signature



KEITH R. HOELZEL
Commission # GG 953266
Expires February 28, 2024
Bonded Thru Budget Notary Services

Indemnification

The company shall agree to defend (including providing the costs of a defense, which includes but is not limited to payment of attorneys' fees and professional fees), indemnify, and save harmless the Township, its officers, agents, servants, and employees even in the event of the Township's sole negligence for any and all claims made by any person or entity for personal injury or bodily injury of any nature or for property damage which injury or damage is alleged to have occurred out of the work or to have in any way been connected to the work set forth in this proposal whether such work is provided directly by the company or whether such work is provided by any employee, agent, representative, contractor or sub-contractor, or professional licensee hired by the successful contractor. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of the work set forth in this proposal or which are in any way connected to such work. This includes but is not limited to the inspection, maintenance, use or operation, etc. of vehicles, machinery, equipment, implements, or appliances used by or in the possession of said company, its agents, employees, contractor or sub-contractor or professional licensee hired by the successful contractor, and/or any and all claims which may be asserted against the successful contractor or the Township for failure to respond or act in a timely manner.

Insurance Requirements

1. List the proposing company's primary insurance provider—include a brief overview of the firm's insurance coverage policy limit amounts permitted by the insurance provider.
2. The proposing company MUST provide a copy of required insurance policies and all endorsements along with a Certificate of Insurance indicating that the firm carries the following insurance:
 - a. General Liability insurance coverage in the amount of no less than \$2,000,000.
 - b. Auto Liability insurance coverage in the amount of no less than \$2,000,000.
 - c. Professional Liability insurance coverage in the amount of no less than \$2,000,000.
 - d. Excess/Umbrella insurance coverage in the amount of no less than \$5,000,000 per occurrence.
 - e. WORKER COMPENSATION / EMPLOYERS LIABILITY
 - i. Worker Compensation – Statutory
 - ii. Employers Liability -
 1. \$1,000,000.00 each accident
 2. \$1,000,000.00 each employee
 3. \$1,000,000.00 policy limit

Worker Compensation to comply with NJ Statutes and all states where work is to be performed. Coverage for USLHW Act and Jones Act if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have elected to be deemed employees of the business and therefore covered under the policy.

3. The proofs of insurance provided should detail all levels of insurance that may be required by the Township of Rockaway to accept a contractual obligation which, shall be—at a minimum—provided by an insurance company which carries an AM Best rating of A- or better. All policies shall be with companies satisfactory to The Township of Rockaway.
4. The insurance coverage provided shall also cover damages from any errors and omissions in the performance of professional engineering duties.
5. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Firm under the terms of the Contract. The Firm shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. That is, the Insurance coverage having policy limits in the amounts required by the Township shall not be construed to relieve the Bidder from liability in excess of such coverage, nor shall it preclude the Township from taking such other actions as are available to it under the provisions of this Agreement or otherwise in the law.
6. All insurance required herein shall be maintained in full force and effect during the term of the successful Bidder's Agreement with the Township and shall constitute primary coverage over any other applicable insurance.
7. All insurance policies required hereunder shall include an endorsement naming the Township and its officers, agents, engineer, attorney, employees, and servants as additional insured's, which

insurance shall provide primary and non-contributory insurance coverage to the Township, its agents, etc. In addition, the additional insurance shall include but not be limited to coverage for the additional insured for bodily or personal injury, property damage or other loss for which the contractor's insurance policy provides coverage for the contractor's work (policy language – "your work") and for coverage which is included in the contractor's "products-completed operations hazard" coverage. An endorsement shall be provided that the policies shall not be changed or canceled prior to thirty (30) days after written notice has been provided by the insurance carrier directly to the Township.

8. During the term of its Agreement with the Township, the successful contractor shall be obligated to renew each and every insurance policy which may expire. In cases where a required insurance policy is cancelled or terminated during its term, the successful Bidder shall immediately procure insurance to replace such policy (or policies) and shall immediately provide all insurance information required by the Township as proof that the cancelled or terminated policy has been restored or replaced. In the event the successful Bidder fails or refuses to renew its insurance policies, or the coverage is canceled, terminated, or modified so that the insurance does not meet the requirements of the successful Bidder's Agreement with the Township, such failure shall constitute default of the successful Bidder's Agreement with the Township.

Ownership Disclosure Certification

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business: Design Studios LLC D/B/A Rootpoint
Address of Business: 1 Alhambra Plaza PH floor Coral Gables FL 33134
Name of person completing this form: Andrew Renck

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
☐ Partnership
☐ Limited Partnership
☐ Limited Liability Partnership
☒ Limited Liability Company
☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
☐ Other (be specific): _____

Part II

- ☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. Please attach additional sheets if more space is needed:

Name: Andrea Rench
Address: 6567 SW 53rd Terrace Miami FL 33155

Name: _____
Address: _____

Name: _____
Address: _____

Name: _____
Address: _____

Part III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign

equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

AND

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

- ☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this 12 day of December, 2023.


(Affiant)

(Notary Public)

My Commission expires: 2/28/2024



KEITH R. HOELZEL
Commission # GG 953286
Expires February 28, 2024
Bonded thru Budget Notary Services

Andrew Renck
(Print name of affiant and title if applicable)

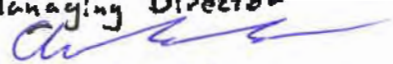
(Corporate Seal if a Corporation)

Part IV - Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that Rockaway Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township to notify the Rockaway Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Andrew Renck

Title: Managing Director

Signature: 

Date: 12/12/2023

Rating Factors

There are weights to each section which will be announced at time of opening of proposals. All responses will be rated on price and other factors, and award will be made to the highest overall rated proposal.

As per NJAC 5:34-1 et Seq. the rating report will be made available at a minimum 48 hours prior to action by the governing body, at the Township clerk's office.

The Rating rubric below will be used by the rating committee.

Weighting, all factor weights will sum to 1 ($X+Y+Z = 1$)

Technical Criteria = X, Management Criteria = Y, Cost Criteria = Z

Vendor Name:		
Technical Criteria		Technical Points (A, sum 4 below)
(1) Does the proposal demonstrate clear understanding of the scope of work and related objectives?		
(2) Is the vendor's proposal complete and responsive to the specific RFP Requirements?		
(3) Has past performance of methodology been documented?		
(4) Does the vendor's proposal use innovative technologies or techniques?		
Management Criteria		Management Points (B, sum 8 below)
(1) How well does the proposed schedule of services meet the contracting unit's needs?		
(2) Does the vendor document a record of on-time, on-budget performance?		
(3) Does the vendor document a record of statutory compliance with similar services?		
(4) Does the vendor document a record of program experience?		

(5) Does the vendor rely on in-house resources?		
(6) Are availability of in house or non-in-house resources documented?		
(7) Does the vendor make use of business capabilities or initiatives that involve women owned, minority owned and small business enterprises?		
(8) Does the vendor document cultural sensitivity in hiring processes?		
Cost Criteria		Cost Points (C, sum three below)
(1) Relative cost: How does the cost compare to similarly scored proposals?		
(2) Is the price and its component charges adequately explained?		
(3) Does the proposal include quality control and assurance programs?		
Total Points		A + B + C
Weighted Total Points		XA + YB + ZC

Award will be based on Weighted total points.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Design Studios LLC		
2 Business name/disregarded entity name, if different from above RootPoint		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1 Alhambra Plaza Pit floor		Requester's name and address (optional)
6 City, state, and ZIP code Corral Gables FL 33134		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► Ancher Penck	Date ► 2023-12-12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

ROOTPOINT LLC
0450810255

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 05/10/2022 and was assigned identification number 0450810255. Following are the articles that constitute its original certificate.

1. **Name:**
ROOTPOINT LLC
 2. **Registered Agent:**
VCORP SERVICES, LLC
 3. **Registered Office:**
820 BEAR TAVERN ROAD
WEST TRENTON, NEW JERSEY 08628
 4. **Incorporated Under the Laws of:**
FLORIDA ON 01/01/2000
 5. **Effective Date of this filing is:**
05/10/2022
 6. **Main Business Address:**
1 ALHAMBRA PLAZA
PH FLOOR
CORAL GABLES, FLORIDA 33134
- Signatures:**
ANDREW RENCK
GENERAL PARTNER



Certificate Number : 4172357917
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
10th day of May, 2022*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING BROKER(S), ADDITIONAL 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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Chubb Customer Service Center	
DRAWBRIDGE INSURANCE SERVICES LLC		PHONE (A/C, No, Ext): 866-972-2727	FAX (A/C, No):
2329 ORCHARD HILL CIRCLE		E-MAIL ADDRESS: ChubbCS@Chubb.com	
WARRINGTON PA 18974		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: ACE Property And Casualty Insurance Company	
DESIGN STUDIOS LLC		INSURER B:	
6567 SW 53RD TER		INSURER C:	
MIAMI FL 33155-6407		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		ADDL SUBR INSD	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	☒	COMMERCIAL GENERAL LIABILITY	Y		TECFLD983055183N	10/13/2023	10/13/2024	EACH OCCURRENCE	\$			
	☐	CLAIMS-MADE						☒	OCCUR	DAMAGE TO RENTED PREMISES (Each occurrence)	\$	
										MED EXP (Any one person)	\$	
										PERSONAL & ADV INJURY	\$	
										GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:											
	☒	POLICY	☐	PRO-JECT	☐	LOC		PRODUCTS - COMP/OP AGG	\$			
		OTHER:							\$			
A		AUTOMOBILE LIABILITY	Y		TECFLD983055183N	10/13/2023	10/13/2024	COMBINED SINGLE LIMIT (Ea accident)	\$			
	☐	ANY AUTO								BODILY INJURY (Per person)	\$	
	☐	OWNED AUTOS ONLY						☐	SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$	
	☒	HIRED AUTOS ONLY						☒	NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$	
										Occurrences Aggregate	\$ Incl w. 1	
A	☒	UMBRELLA LIAB			Y		UMDFLD9830552A3N	10/13/2023	10/13/2024	EACH OCCURRENCE	\$	
		EXCESS LIAB								CLAIMS-MADE	AGGREGATE	\$
		DEO		RETENTIONS							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y/N	N/A				PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$	
	If yes, describe and/or DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$	
										E.L. DISEASE - POLICY LIMIT	\$	

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

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Fieldstar is listed as Additional Insured, as per the terms and conditions of the Chubb Businessowners Liability Extension Endorsement (BO or its equivalent) included in the policy.

CERTIFICATE HOLDER

CANCELLATION

Fieldstar IT LLC

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

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

FRONT PAGE TO POLICY

IMPORTANT NOTICE – FLORIDA

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

POLICY INFORMATION

Policy Number:	W35EA6230101
Policy Form:	Beazley MediaTech (F00731 022019 ed.)
Policy Period:	From: 10-Oct-2023 To: 10-Oct-2024 Both at 12:01 AM Local Time at the Named Insured Address
Retroactive Date:	10-Oct-2023
Continuity Date:	10-Oct-2023
Optional Extension Period:	12 Months
Optional Extension Premium:	100% of the Annual Policy Premium
Waiting Period:	8 Hours
Premium:	\$3,869

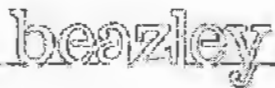
ENDORSEMENTS EFFECTIVE AT INCEPTION

1. BSLMU05120809FL Important Notice - Florida
2. BSLMUNMA2868 Lloyd's Certificate - No policy language
3. SCHEDULE2023 Lloyd's Security Schedule 2023
4. E12287 022019 ed. Asbestos, Pollution, and Contamination Exclusion Endorsement
5. E10596 122019 ed. Choice of Law and Service of Suit
6. E15625 012023 ed. Infrastructure Failure Exclusion Amendatory Endorsement
7. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
8. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
9. E02804 032011 ed. Sanction Limitation and Exclusion Clause
10. E15624 012023 ed. War and Cyber War Exclusion
11. E12228 022019 ed. Aggregate/Maintenance Retention
12. E12266 022019 ed. Amend Definition of Fraudulent Instruction
13. E12289 022019 ed. Computer Hardware Replacement Cost
14. E12290 022019 ed. Contingent Bodily Injury With Sublimit Endorsement
15. E12864 042019 ed. Crisis Management Expense Coverage
16. E12972 052019 ed. CryptoJacking Endorsement
17. E13916 052020 ed. Employee Device Endorsement
18. E12269 022019 ed. GDPR Cyber Endorsement
19. E12293 022019 ed. Invoice Manipulation Coverage
20. E12716 022019 ed. Post Breach Remedial Services Endorsement
21. E13040 062019 ed. Reputation Loss
22. E13373 092019 ed. State Consumer Privacy Statutes Endorsement

Dated: 12-Oct-2023

At: 30 Batterson Park Road
Farmington
Connecticut 06032
(the office of the Correspondent)

by 
Beazley USA Services, Inc. (Correspondent)



Beazley MediaTech

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Media, Tech, Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for a:

1. **Tech & Professional Services Wrongful Act;**
2. **Tech Product Wrongful Act;**
3. **Media Wrongful Act;** or
4. **Data & Network Wrongful Act.**

Breach Response

To indemnify the **Insured Organization** for **Breach Response Costs** incurred by the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Costs means the following fees and costs incurred by the **Insured Organization** with the Underwriters' prior written consent in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement**;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call center to respond to inquiries about a **Data Breach**;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Costs will not include any internal salary or overhead expenses of the **Insured Organization**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent 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; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest. With the prior written consent of the Underwriters, **Damages** also include the direct net cost of providing any future service credits offered by the **Insured Organization** in lieu of a monetary payment.

Damages will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, 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 an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties against any **Insured**;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

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

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. through 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark, or improper deep-linking or framing or infringement of domain name including cybersquatting violations;
9. negligence regarding the content of any **Media Activities**, including harm caused through any reliance or failure to rely upon such content;
10. misappropriation of a trade secret;
11. unfair competition including a violation of Section 43(a) of the Lanham Act, but only if alleged in conjunction with and arising out of any of the acts listed in paragraphs 7. or 8. above.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (i) costs to remediate or improve **Computer Systems**; (ii) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (iii) audit, assessment, compliance or reporting costs; or (iv) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

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

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Retroactive Date means the applicable date listed in the Declarations.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Deceptive Business Practices, Antitrust & Consumer Protection

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided under part 3. of the Media, Tech, Data & Network Liability insuring agreement), violation of consumer protection law, false, deceptive or misleading advertising, inaccurate cost estimates or failure of goods or services to conform with any represented quality or performance, or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Distribution of Information

the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

4. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date he or she became an **Insured** or **Subsidiary** of the **Insured Organization**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement, or any **Claim** made against the **Insured Organization** by a governmental entity solely in its capacity as a customer of the **Insured Organization**;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** for a **Data & Network Wrongful Act**, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses & Loss of Money

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**; or
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Contractual

with respect to coverage under parts 1. and 3. of the Media, Tech, Data & Network Liability insuring agreement:

any obligation the **Insured** has under contract; but this exclusion will not apply to:

1. the obligation to perform **Professional Services** or **Tech Services**;
2. a **Claim** for misappropriation of ideas under implied contract, or
3. to the extent the **Insured** would have been liable in the absence of such contract;

Retroactive Date

any related or continuing act, error, omission, misstatement, misleading statement, misrepresentation, unintentional breach of a contractual obligation, incident or event where the first such act, error, omission, misstatement, misleading statement,

LIMIT OF LIABILITY AND COVERAGE

The Policy Aggregate Limit of Liability listed in the Declarations (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss** payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Loss**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

RETENTIONS

The Retention listed in the Declarations applies separately to each act, error, omission, incident, event or related acts, errors, omissions, incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed on or after the **Retroactive Date** (if applicable) and before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the

assist the **Named Insured** in responding to an actual or suspected **Data Breach** or **Security Breach**. The Beazley Breach Response Services Team will work in collaboration with the **Named Insured** to triage and assess the severity of a data breach incident, while assisting the coordination of the range of resources and services the **Named Insured** may need to meet legal requirements and maintain customer confidence. The Beazley Breach Response Services Team may be reached via email at: *bbr.claims@beazley.com* or via a toll-free 24-Hour Hotline: (866) 567-8570.

The **Named Insured** will have access, via the Beazley Breach Response Services Team, to the Underwriters' network of third party breach response service providers, products and services to respond to an actual or suspected **Data Breach** or **Security Breach**. Coverage for the costs of products and services provided by any breach response service provider is subject to the terms and conditions of this Policy.

The **Named Insured** will also have access to educational and loss control information and services made available by the Underwriters from time to time and includes access to *beazleybreachsolutions.com*, a dedicated portal through which it can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. The **Named Insured** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

Notwithstanding the foregoing, an actual or suspected **Data Breach** or **Security Breach** must be reported to the Underwriters in accordance with the Notice of Claim or Loss clause in order for such incident to be eligible for coverage under the Breach Response insuring agreement. Assistance from and access to the Beazley Breach Response Services Team will terminate after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim**, the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy. Provided, however, this Policy will become primary and non-contributory insurance as respects any insurance maintained by an **Additional Insured** if primary insurance is required by a contract in place between the **Additional Insured** and the **Insured Organization**, but only with respect to any **Claim** arising solely from the Media, Tech, Data & Network Liability insuring agreements.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623	82.21%
Syndicate 623	17.79%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Insurance, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

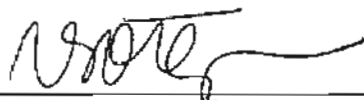
The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor 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 the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

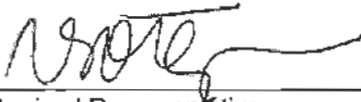
Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's. Referred to in this endorsement as either the "Insurer" or the "Underwriters"

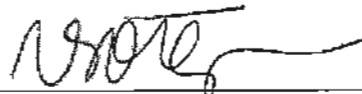
SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

Beazley MediaTech

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

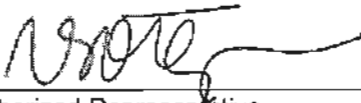


Authorized Representative

infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

War means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF FRAUDULENT INSTRUCTION

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Fraudulent Instruction** is deleted in its entirety and replaced with the following:

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

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

1. The **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

Bodily Injury or Property Damage

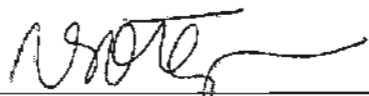
1. **Bodily Injury**; provided, this exclusion shall not apply to any **Claim** for **Contingent Bodily Injury**; and
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;
2. **DEFINITIONS** is amended by the addition of:

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim** for **Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim** for **Bodily Injury** is not covered under any other policy of insurance.

3. The Underwriter's aggregate limit of liability for all **Damages** resulting from all **Claims** covered under this Endorsement, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Contingent Bodily Injury** shall be \$250,000, which amount shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

CRISIS MANAGEMENT EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

Beazley MediaTech

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

1. The Limits listed in the Declarations under **COVERAGE SCHEDULE** are amended to include:

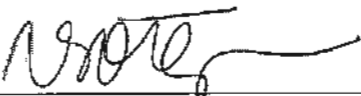
Crisis Management Expenses: \$1,000,000

2. **INSURING AGREEMENTS** is amended to include the following:

To indemnify the **Named Insured** for 100 of the costs of a public relations consultancy incurred by the **Insured Organization** with Underwriters' prior written consent, for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation that results or reasonably will result from a **Claim** covered under by the Policy and publicized through any media channel ("**Crisis Management Expenses**"); provided, this coverage shall only apply when covered **Damages** other than (crisis management expenses) exceeds the applicable **Retention**.

3. The definition of **Damages** is amended to include **Crisis Management Expenses**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's. referred to in this endorsement as either the "Insurer" or the "Underwriters"

GDPR CYBER ENDORSEMENT

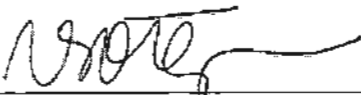
This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Data & Network Wrongful Act** is amended to include the following:

5. non-compliance with the following obligations under the EU General Data Protection Regulation:
- (i) Article 5.1(f), also known as the Security Principle;
 - (ii) Article 32, Security of Processing;
 - (iii) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (iv) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

POST BREACH REMEDIAL SERVICES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems** for which the **Insured Organization** has utilized services exclusively from **Beazley Service Providers**, the **Insured Organization** will be eligible to receive **Post Breach Remedial Services**.

Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Costs**, and will be available in response to incidents in which forensic costs covered under parts 2. and 3. of the definition of **Breach Response Costs** have been incurred, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

To access the **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Beazley Breach Response Services Team via email at: bbr.claims@beazley.com or via a toll-free 24-Hour Hotline: (866) 567-8570 following any actual or reasonably suspected **Unauthorized Access or Use** of the **Insured Organization's Computer Systems** so that the Beazley Breach Response Services Team can work with the **Insured Organization** to coordinate the provision of services from **Beazley Service Providers**;
2. notify the Underwriters that they desire to receive such services; and
3. enter into an engagement agreement with Lodestone to receive such service,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**,

For purpose of this Endorsement, "**Beazley Service Providers**" means the Underwriters' network of third party breach response service providers listed at www.beazley.com/cyberservices that are to be utilized exclusively in response to incidents in which forensic costs covered under parts 2. and 3. of the definition of **Breach Response Costs** have been/will be incurred, subject to the applicable Retention.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 10-Oct-2023

This Endorsement is attached to and forms a part of Policy Number: W35EA6230101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

Beazley MediaTech

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

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD \$1,000,000

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD \$5,000

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach**, **Security Breach**, or **Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
 2. if this policy is a **Renewal**, a **Data Breach**, **Security Breach**, or **Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.
4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach**, **Security Breach**, or **Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Costs** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches**, **Security Breaches**, or **Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Claims Preparation Costs means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

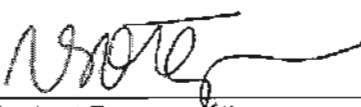
6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

CHUBB®

Chubb Group of Insurance Companies
 202B Hall's Mill Road
 Whitehouse Station, NJ 08889

**Commercial Umbrella Liability
 Coverage Form
 Declarations**

Policy Symbol: UMB		Previous Policy Symbol: UMB													
Policy Number: D9830552A		Previous Policy Number: D9830552A													
COVERAGE IS PROVIDED IN THE COMPANY SHOWN BELOW ACE Property and Casualty Insurance Company 436 Walnut Street Philadelphia, PA 19106															
Named Insured and Address		Producer Name and Address													
DESIGN STUDIOS LLC 6567 SW 53rd Ter Miami, FL, 33155		DRAWBRIDGE INSURANCE SERVICES LLC - CISA 2329 ORCHARD HILL CIRCLE WARRINGTON, PA, 18976-0000													
		PRODUCER CODE 0051974-00023													
Policy Period: 10-13-2023		to 10-13-2024													
12:01 A.M Standard Time at the Address of the Named Insured as stated herein															
Limits of Insurance \$ 1,000,000 Each Occurrence \$ 1,000,000 General Aggregate \$1,000,000 Products Completed-Operations Aggregate \$0 Self-Insured Retention															
Policy Period Premium \$ 505 Premium \$ 5 Terrorism Premium included in Annual Premium \$ 3.54 State Surcharge Florida Insurance Guaranty Association (FIGA) 2023 Regular Assessment Surcharge: \$ 3.54 \$ 508.54 Premium, including all Surcharges and Assessments															
Schedule of Underlying Insurance <table border="1"> <thead> <tr> <th>Underlying Policy Type: Businessowners Company</th> <th>Policy Number: TECFLD983055183N</th> <th>Limits of Insurance</th> <th>Limit Amount</th> </tr> </thead> <tbody> <tr> <td>ACE Property And Casualty Insurance Company</td> <td>Other Than Products-Completed Operations Aggregate</td> <td></td> <td>\$2,000,000</td> </tr> <tr> <td>Policy Period 10-13-2023 to 10-13-2024</td> <td>Products-Completed Operations Aggregate</td> <td></td> <td>\$2,000,000</td> </tr> </tbody> </table>				Underlying Policy Type: Businessowners Company	Policy Number: TECFLD983055183N	Limits of Insurance	Limit Amount	ACE Property And Casualty Insurance Company	Other Than Products-Completed Operations Aggregate		\$2,000,000	Policy Period 10-13-2023 to 10-13-2024	Products-Completed Operations Aggregate		\$2,000,000
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Policy Period 10-13-2023 to 10-13-2024	Products-Completed Operations Aggregate		\$2,000,000												

Commercial Umbrella Liability Coverage Form Declarations

Endorsements and Forms		
Endorsement Number	Form Number—Edition Date	Title
XS45423c	1118	UMBRELLA DEC PAGE
XS45428	0315	EMPLOYERS LIABILITY EXCLUSION
XS45426	0315	ASBESTOS EXCLUSIONS
XS45415	0315	LEAD EXCLUSION
CU0001	0413	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
CC1K11K	0422	SIGNATURES
ALL21101	1106	TRADE AND ECONOMIC SANCTIONS
ALL5X45	1196	QUESTIONS ABOUT YOUR INSURANCE - FL, MO, TN
CU2115	0413	EXCLUSION - FINANCIAL SERVICES
CU2123	0202	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CU2187	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CU2435	0413	AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE COVERAGE WITH SPECIFIED EXCEPTIONS
ILP001	0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
XS28500a	0813	CHUBB CLAIMS LOSS NOTIFICATION FORM
XS45405	0315	COMMERCIAL UMBRELLA COVERAGE LIMITATION ENDORSEMENT (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)
CU2130	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CU2150	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CU2429	1219	BUSINESSOWNERS LIABILITY CHANGES
ALL20887b	1017	CHUBB PRODUCER COMPENSATION PRACTICES AND POLICIES
TR19604e	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CU0203	0312	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
IL0017	1198	COMMON POLICY CONDITIONS

ASBESTOS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to the policy:

This insurance does not apply to any injury, damage, expense, cost, loss, liability, or legal obligation arising out of or related in any way to asbestos or asbestos-containing materials

All other terms and conditions of the policy remain unchanged.

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:
 - (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.
- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

- a. All expenses we incur.
- b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
 - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
 - 3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

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

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

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SIGNATURES

Named Insured DESIGN STUDIOS LLC			Endorsement Number CC1K11K0422
Policy Symbol UMB	Policy Number	Policy Period 10-13-2023 to 10-13-2024	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

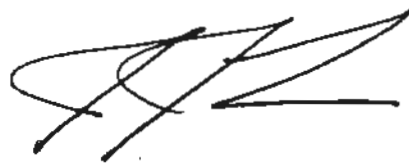
By signing and delivering the policy to you, we state that it is a valid contract.

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

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



BRANDON PEENE, Secretary



JOHN J. LUPICA, President

Authorized Representative



ACE USA

Questions About Your Insurance?

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

I. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. Exclusion 2.f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**

2. Exclusions

This insurance does not apply to:

- t. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1)** Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2)** The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

- Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

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

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

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

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

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

**COMMERCIAL UMBRELLA COVERAGE LIMITATION ENDORSEMENT
(NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The policy is amended by adding the following:

Notwithstanding any other endorsement to this policy, the insurance coverage provided by this policy will not be broader than the insurance coverage provided by the "underlying insurance".

In the event of an inconsistency or variance between (a) exclusions, restrictions or limiting terms and conditions in this policy and (b) exclusions, restrictions or limiting terms and conditions in the "underlying insurance" addressing the same general risk or hazard, the more restrictive provision shall apply and shall supersede and be deemed to replace the corresponding less restrictive provision. This applies to supersede endorsements in this policy that may under some circumstances create exceptions to exclusions. Such exceptions shall not apply unless they also appear in and apply to "underlying insurance".

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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



Chubb Producer Compensation Practices & Policies

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <https://www2.chubb.com/us-en/agents-brokers/producer-compensation.aspx> or by calling the following toll-free telephone number: 1-866-512-2862.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

B. Paragraph 3. of the Cancellation Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

C. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

CHUBB**ACE Property And Casualty Insurance Company
A.M. Best Rated A++**

Quote Number: 0016516733

Date: 12/12/2023

Account: DESIGN STUDIOS LLC

To: Internal Users
Attn: FrontendSrvProd
From: Wanona Roderick,**Commercial Liability Umbrella**

COMMERCIAL UMBRELLA LIMIT OF LIABILITY OPTIONS	PREMIUM	TERRORISM PREMIUM (Included in Premium)
☐ \$1,000,000 Each Occurrence/\$1,000,000 General Aggregate	\$505	\$5
☐ \$2,000,000 Each Occurrence/\$2,000,000 General Aggregate	\$927	\$10
☐ \$3,000,000 Each Occurrence/\$3,000,000 General Aggregate	\$1,349	\$15
☐ \$4,000,000 Each Occurrence/\$4,000,000 General Aggregate	\$1,771	\$20
☒ \$5,000,000 Each Occurrence/\$5,000,000 General Aggregate	\$2,193	\$25
☐ \$6,000,000 Each Occurrence/\$6,000,000 General Aggregate	\$2,615	\$30
☐ \$7,000,000 Each Occurrence/\$7,000,000 General Aggregate	\$3,037	\$35
☐ \$8,000,000 Each Occurrence/\$8,000,000 General Aggregate	\$3,459	\$40
☐ \$9,000,000 Each Occurrence/\$9,000,000 General Aggregate	\$3,881	\$45
☐ \$10,000,000 Each Occurrence/\$10,000,000 General Aggregate	\$4,303	\$50

Self Insured Retention \$0

Primary Location
6567 SW 53rd Ter, Miami, FL 33155

Underlying Coverage(s)	Limits
General Liability/Businessowners	\$1,000,000/\$2,000,000/\$2,000,000
Hired/Non-Owned Auto	\$1,000,000/\$2,000,000

Coverage Forms

Form Number	Edition	Title
IL0985	1220	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
TR19604e	0820	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CC1K11K	0422	SIGNATURES
CU0001	0413	COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
ALL21101	1106	TRADE AND ECONOMIC SANCTIONS
ALL5X45	1196	QUESTIONS ABOUT YOUR INSURANCE - FL, MO, TN

QuoteProposal

CU2123	0202	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CU2187	0514	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CU2435	0413	AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE COVERAGE WITH SPECIFIED EXCEPTIONS
XS28500a	0813	CHUBB CLAIMS LOSS NOTIFICATION FORM
XS45405	0315	COMMERCIAL UMBRELLA COVERAGE LIMITATION ENDORSEMENT (NO BROADER THAN SCHEDULED UNDERLYING INSURANCE)
XS45415	0315	LEAD EXCLUSION
XS45426	0315	ASBESTOS EXCLUSIONS
XS45428	0315	EMPLOYERS LIABILITY EXCLUSION
CU2130	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CU2150	0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CU2429	1219	BUSINESSOWNERS LIABILITY CHANGES
ALL20887b	1017	CHUBB PRODUCER COMPENSATION PRACTICES AND POLICIES
CU0203	0312	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
IL0017	1198	COMMON POLICY CONDITIONS

Conditions

Terms are subject to the following conditions based on the risk specific information provided on the application. Please note that coverage terms may be altered if any of the following conditions are not satisfied:

- Underlying Business owners policy written with Chubb affiliate insurance company ACE Property And Casualty Insurance Company
- All scheduled underlying carriers must carry an AM Best rating of A- / 6 or better
- Underlying policies must meet our minimum limits requirement, provide defense costs in addition to the limits, have an occurrence coverage trigger and not have a sub-limited coverage grant
- If applicable, receipt of insured signed UM/UIM rejection forms is required. There premium in this quotation contemplates the rejection of UM/UIM coverage or the election of minimum statutory limits (where applicable)

State Surcharges

The state requires the following surcharges be applied in addition to the above quoted premium. Some exemptions apply. Collection and remittance of premium surcharges for admitted policies, if applicable, are the responsibility of the Carrier. State fees may vary based on the coverage limits chosen for the policy and the resulting premiums. For example, state fees for the following limits are shown below:

Limit of Liability

\$5,000,000 / \$5,000,000

Payment Plan Option

☐ Direct Bill

☒ 1Payment

☐ 2Payments*

☐ 4 Payments*

☐ 10 Payments*

**Each installment is assessed a \$3 fee (FL ONLY: Each installment is assessed a \$3 fee)*

We are pleased to offer the attached quote; which will remain **valid for 60 days**. The commission payable for placement of this business is **13%**. Please note this quote represents annual premiums.

QuoteProposal

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

Thank you for considering Chubb Small Commercial as your market of choice. We look forward to working with you.

Sincerely,
Wanona Roderick

Chubb Small Commercial

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I	
Terrorism Premium (Certified Acts)	\$ 25
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):	
CU21300115,IL09851220	
Additional information, if any, concerning the terrorism premium:	
SCHEDULE – PART II	
Federal share of terrorism losses	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Disclosure Of Premium

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

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

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

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% , OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR



THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A

\$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage for a prospective premium of \$ 25

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

Insurance Company

Policy Number



SIGNATURES

Named Insured DESIGN STUDIOS LLC			Endorsement Number CC1K11K0422
Policy Symbol UMB	Policy Number	Policy Period 10-13-2023 to 10-13-2024	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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

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

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

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

BRANDON PEENE, Secretary

JOHN J. LUPICA, President

Authorized Representative

Ryan L Miller

C-Level Competencies

- Security Program Development
- Business Operations
- Strategic Planning
- Communicate Complex Concepts
- Focus on Inclusion
- Change Leadership

Technical Competencies

- Threat Modeling
- Vulnerability Analysis
- Risk Management
- Disaster Recovery
- Security Awareness Training
- CTI Analysis
- Project Management
- Data Loss Prevention
- Adversary Detection
- Threat Mitigation

Accomplishments

- 2022 Internet 2.0 Conference Outstanding Leadership Award Honoree
- Intel partnership: primary point of contact between Intel and WEBGAP teams, became an Intel independent software vendor, provided technical support to Intel for the WEBGAP software package, and helped Intel perform technical due diligence
- Designed and administered systems to attract threat actors to send threat actor behavior data to the FBI for analysis that resulted in arrests
- Navigated companies through technical and cultural change for business continuity during COVID

Professional Experience

RootPoint CISO/Virtual CISO

2022 to Present

- Advise customers on business cultural strategies for Governance, Risk, and Compliance
- Advise and engineer customer compliance toward CMMC 2.0, HIPAA/HITECH, and the FTC Safeguards Rule
- Architect and engineer customer defensive strategies based on their industry threat landscape
- Engineer and integrate technical solutions to support customer goals for their information security program
- Perform asset and vector threat modeling for customers
- Perform incident response using the F3EAD framework
- Perform incident and threat data analysis to identify threat actor trends in tactics, techniques, and procedures

problematic issues, and provided general guidance on how to avoid or deal with similar situations in the future

- Developed, maintained and oversaw policies, process and control techniques to address network, email, website, database, and cloud security that includes Breach Notification, Email Use, Sensitive Data Destruction, Risk Management, Security Oversight, System Access, Disaster Recovery, and Information Systems Review policies
- Enhanced disaster recovery capability by implementing hybrid backup systems that used Windows Server Backup and SOSOnline Backup based on price and performance
- Created personalized training videos for products and services that were tailored to the employee's workflow and learning style
- Enhanced Information Technology security and information assurance inclusive of integrity, availability, and confidentiality that resulted in a 99.99% reduction in malware infections, a 95% reduction in spam, and a 98% reduction in email threats
- Installed, configured, and maintained Sophos Unified Threat Management perimeter firewall, Sophos Endpoint Advanced anti-virus, and FireEye Email Threat Prevention, Data Loss Prevention, Application Whitelisting, and Sucuri/Wordfence WAF to enhance the defensive security posture for the LAN, cloud database, website, and email
- Scanned websites for vulnerabilities and misconfiguration then work with website owners to remediate findings using OWASP ZAP, SQLMap, Wafw00f, DNSMap, WPscan, and Nmap
- Increased employee productivity by prioritizing business network traffic, blocking advertisements and trackers, deploying a DNS cache server for sub-millisecond query response times, and added network capacity through link aggregation and upgrading to gigabit switches
- Developed and periodically reviewed and updated Standards of Conduct to ensure continuing currency and relevance in providing guidance to management and employees
- Created initiatives to reduce network downtime by 85% by introducing redundant servers and switches into the network infrastructure
- Leadership in identifying business needs to increase security and process efficiency across the organization
- Managed a Windows Server 2012 R2 Active Directory domain for controlled access to LAN services, locally and remote, for file shares and application servers
- Revitalized the information system network by updating to modern hardware by determining desktop specifications – CPU/RAM/PSU/SSD, then building and deploying the desktops
- Upgraded Windows Server 2012R2 Standard servers to Windows Server 2019 Standard
- Designed, installed, and maintained the server for Security Onion that included a separate RAID 1 for the OS and data using mdadm on Ubuntu

- Oversee operational tasks to enforce standards
- Conduct physical training and inspections
- Manage load, unload, and safety of personnel being transported
- Oversee and check proper loading and unloading of cargo on vehicles and trailers
- Employ convoy defense techniques
- Identify, correct or report all vehicle deficiencies
- Prepare vehicle for movement/shipment by air, rail or vessel
- Establish and maintain stock records and other documents such as inventory, material control, accounting and supply reports
- Review and verify quantities received against bills of contracts, purchase requests, and shipping documents
- Unload, unpack, count, segregate, palletize and store incoming supplies and equipment in the approximate value of twenty-two million dollars

Education

- **Purdue University Global**
B.S. Cybersecurity – Graduated 2020
- **St. Petersburg College**, Clearwater, Florida
Lean Six-Sigma Green Belt – Certified 2013
- **ITT-Technical Institute**, Tampa, Florida
A.S. Computer and Electronic Engineering – Graduated 2005
- **ITT-Technical Institute**, Tampa, Florida
A.S. Systems Administration – Graduated 2016

Technical Skills

Information Security, Agile, DevOps, System Administration, Linux – Kali/CentOS 7/Rocky 8/Ubuntu, Network Administration, Network Architecture, Security Architecture, SIEM – Security Onion and OSSEC/Wazuh, IDS/IPS/Firewalls, Routers/Switches, Windows Server, Active Directory, HIPAA, SDLC, Shell Scripting, Regular Expressions, Data Loss Prevention

Andrew Renck

Experience

1999-Present

RootPoint

Miami, FL

Owner

- Secure systems integration for a wide variety of industries
- Vendor and software selection as "rent-a-CTO"
- Virtual CISO
- Developed several products for the brokerage, real estate, datacenter, and data management fields
- Designed, built and maintained networks with large scale user counts in multiple locations supporting legacy hardware and software and specialized applications including satellite transmission equipment, fiber, voice networks, cable television as well as secure data communications and storage
- Designed highly secure systems for medical, financial, insurance, transportation and other industries.
- Performed CISO operations for both technical and policy work
- Ethical and White Hat hacking
- Consulting post incidents for determination of penetration method, response coordination, monitoring for continued attacks
- Performed forensic investigations for state and federal cases

2018-Present

University of Miami

Coral Gables, FL

Adjunct Instructor

- Cybersecurity instructor for the School of Continuing Education

Education

1999–2003

University of Miami

Coral Gables, FL

- B.B.A., Economics and Finance.

Interests

Computers and software development, information security, scuba diving, competitive swimming, numismatology

Organizations

BNI Advantage Aventura FL, C-Suite Miami, ISSA, SFISSA, GMCVB, GMBHA

Microsoft Certified Professional (ID #2362578)

802.11A/B/G/N

Active Directory

Aruba

Asterisk/FreePBX/TrixBox/Elastix

Backup Exec

BICSI

BIND

Centos

Checkpoint

Cisco Telephony, UCS, servers, Meraki

ColdFusion IDE and server

CyberSecurity

Datto

Dell DCSE

Digium DCAA

DOCSIS

DSR certified

DWM

EMC

Equallogic

Ethical Hacker V9

Fedora Core

Firewall and Router configuration

Fortinet

FreeNAS

Hitachi PAM

Infinidat Certified Engineer

HP Master Tech

LAMP

Microsoft Azure and Azure Site Recovery

Microsoft Certified Partner and Hosting Partner

Microsoft Exchange 2003 to 2019

Microsoft Hyper-V

Microsoft IIS

Microsoft Office

Microsoft SQL

Microsoft RDP/Terminal Services

Microsoft Sharepoint

Microsoft Windows 2000/2003/2008/XP/Vista/7/2008/2012/2016/2019/2022

Mitel

Palo Alto

ReadyNAS

Ruckus
SAN and NAS infrastructures
Sendmail, Procmail, Spamassassin
SentinelOne
SIP
Submarine and terrestrial fiber systems
Symantec SSE
T1 and Microwave
TCP/IP
Vmware Certified
Watchguard Certified Professional
Watchguard Certified Training Instructor
Watchguard Firewall Essentials certified

Network: Aruba, Brocade, Cisco, Force10, Fortinet, Juniper, Netgear, Palo Alto, Watchguard

Operating Systems: Windows 2000, 2003, 2008, 2012, 2016, 2019, 2022 XP, Vista, 7, 8.x, 10, Mac OS X, MS Dos, Linux (Redhat, Centos, Gentoo, Ubuntu), BSD, FreeBSD, OpenBSD, Solaris, vmware

Partnerships:

Autotask, Avaya, APC, AT&T, Auvik, Cisco, Comcast, Continuum, Datto, Dell, Digium, Drobo, Duo, Edgewater, Fortinet, HP/HPE, Huntress, Infinidat, Kaseya, LogMeIn, Microsoft, Netgear, Polycom, Ruckus, Sansay, Snom, Sophos, Storagecraft, Symantec, VMware, Watchguard,

Server: Exchange (2003 -> 2019), Apache, IIS, OpenVPN, OpenSSH, MySQL, FreeNAS, ReadyNAS, Equallogic, Call Manager, VMWare 4.x, 5.x, 6.x, 7.x, DHCP, Bind, MSSQL, Active Directory, Open Directory, LDAP, Symantec Endpoint Protection, SEP Cloud, Symantec Backup Exec, ShadowSnap

Telephony:

Asterisk 1.6, 1.8, Avaya Digium, Polycom, Cisco, Call Manager, FXS/FXO, FreePBX, Grandstream, Kamilio/OpenSER, Mitel, Polycom, Sangoma, Snom

Hardware (Telecom): Lightspan, DS3/DS1, T3/T1, ADSL/DSL, Multiplexors, ATM, Frame relay, Fiber, Ethernet switching, Cisco routers and switches, Ruckus, DWM

Hardware (server/storage): Cisco, Dell, EMC, Equallogic, HP, Infinidat, ReadyNAS, VMware vSAN, TrueNAS

Interesting project work:

- Developed course material for the ThriveDX / HackerU Cyberdefender program for use throughout the United States and Europe.
- Head of Instruction for the University of Miami cybersecurity program which includes course material development, interviewing and approval of all instructors, building the co-teaching methodology used in the program and teaching every group of students coming through the program. This includes the Cyberdefender, Ethical Hacking and Cyber2 Programs.
- Designed a terrestrial fiber optic to the home (FTTH) ISP in the Caribbean which covered 100% of schools, and residences in the country with a population of over 1.5 million people.
- Implemented SEIM solutions for a large hospital organization in Florida including internal policy development for incident response and training of cybersecurity, NOC, and other technical staff.
- Cybersecurity projects for a large university hospital system in Texas after the prior team was unable to properly deploy them which lead to the redesign of the entire network along with implementation of more secure authentication system, SEIM, segregation of patient data and more.
- Designed the security and network for two Accountable Care Organizations
- Deployed all new servers for two major global banking system for the entire Southeast Florida region for all branches, back office areas, cash count facilities and financial planning offices for the last two upgrade cycles for each company
- Designed and implemented an entire overhauled security system for a global credit card payment processor.
- Implemented secure identification, two factor, radius and other authentication schemes for DoD, finance, healthcare, law enforcement, media, and other industries.
- Forensically recovered data for a public company which lead to the criminal indictment and conviction or plea bargain of the top management which defrauded the company of over \$600M in the largest successfully prosecuted NY State securities fraud case.
- Performed forensic data recovery at the request of in house counsel for a large electronics wholesaler which resulted in the opposing side dropping a multi-million dollar lawsuit.
- Post incident cybersecurity analysis and repair of systems for one of the largest global travel insurance companies.
- Spearheaded and performed a global systems upgrade to meet all applicable NIST-800 and IRS standards for a large finance industry client which included windows, linux, firewall, network, and storage systems.
- Performed guidance for a number of law firms in criminal and civil court in the states of Florida and New York.
- Air gap security solutions for the largest manufacturer of SIM cards and secure smart cards and tokens in the world.
- Perform CTO / CISO roles for multiple leading pharmaceutical companies and a multinational aerospace/defense company to meet all applicable state, federal and international laws for compliance with NIST and other standards including ITAR and CMMC.

Interesting Projects:

Customer 1:

Municipal government in NJ

Took over all maintenance functions of the municipal government

Implemented a comanaged helpdesk

Implemented an asset management system

Designed and implemented 5 year technology plan

Implemented fully managed SOC for cybersecurity

Implemented Vulnerability Management system for cybersecurity

Performed vendor management of IT related vendors

Created internal process documents related to multiple areas

Cleaned up issues from prior vendors

Migrated from Exchange 2010 to 2019

Upgraded from Windows 2008 to 2019

Moved from mixed switching and routing (Avaya, Cisco, Netgear) to single vendor

Implemented new firewalls and policies for them.

Setup redundant LAN links at all locations with failover

Secured and implemented Covid-19 health equipment in 2020

Upgraded all workstations in environment

Customer 2:

HBCU located in Mississippi

Post cybersecurity incident response

Created master images for 9 different models of end user hardware found on the campus in 3 days

Reimaged more than 2000 computers in the school's inventory in the two weeks before students returned for the Fall semester

Customer 3:

7 school ISD in Kansas serving 14K students

Moved from mix of Cisco and Aruba to all Aruba equipment. Designed redundant WLAN system and MAN networks.

Replaced core and access switches with 85 access points

Found errors in two versions of AP firmware which required Aruba engineering to provide new firmware to resolve issue

Customer 4:

Portable toilet company

Servicing multiple regions of the United States

Provided growth plan for company which has allowed them to expand to multiple markets while streamlining operations

Reduced complexity by providing helpdesk, NOC, SOC, and vCIO and vCISO to the company

Support operations post hurricane and other disasters

Provided for ability to obtain federal contracts by meeting GRC requirements

Customer 5:

Large residential design/build construction firm located in FL
Rebuilt all servers and workstations after ransomware incident
Created and maintained chain of custody of all servers and data for forensic purposes
Interfaced with law enforcement for investigation which resulted in successful recovery of all data
Took over IT functions including helpdesk, SOC, NOC, vCIO and vCISO
Enforced proper security in Microsoft 365
Implemented SOC
Implemented MFA and Single Sign On on all available vendor products in use

Bug Bounty and Security Submissions

Vulnerability in browsers (Chrome, Edge, etc) which did not check certificate revocation lists. This allowed for an invalid or revoked certificate to be used and still produce a "lock" in the browser.

Severe vulnerabilities found in multiple security vendor hardware firewalls products which allowed for remote code exploitation of the firewalls.

Vulnerability in the Onstar system web management which lead to complete account takeover and exfiltration of customer data including billing information, vehicle information and control, and address information.

Vulnerability in web services platform which allowed for all work and communications between buyers and providers to be exposed to regular user accounts, including worksite information, end user, critical end user account information, full communication, and documentation of all 1.5 million jobs completed on the platform.