

NEW YORK
DISABILITY
BENEFITS
INSURANCE
POLICY
NON
PARTICIPATING

Policyholder: Cradlepoint, Inc.

Policy Number: 818863 001

List of Employers: (Divisions/Subsidiaries)
None

Policy Effective Date: January 1, 2022

Initial Premium Rate: \$ 2.92 per male employee
\$ 5.91 per female employee

Premium Due and Payable: January 1 and the first day
of each following month

Classes of Employees Covered: All Employee eligible
under the New York State Disability Benefits Law

Policy Anniversary: January 1, 2023 and each following
January 1.

First Unum Life Insurance Company
(referred to as the Insurance Company) will pay
benefits provided by this policy to each employee
of an employer in the Classes of Employees Covered
shown above. The benefits are those to which that
employee is entitled under Section 204 of the Disability
Benefits Law of the State of New York.

All the provisions of the Disability Benefits Law of the
State of New York are and will remain part of this policy
as completely as if written here, so far as they apply to
disability benefits provided by this policy.

Signed for the Insurance Company at New York, New York
on the Policy Effective Date.


Secretary


President

First Unum Life Insurance Company

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A. DEFINITIONS

For the purposes of this policy:

1. "Calendar quarter" means the period of 3 consecutive calendar months ending on March 31, June 30, September 30 and December 31.
2. "Disability Benefits Law" means Article 9 of the Workers' Compensation Law and includes any laws which:
 - a. amend or supplement it; and
 - b. are or become effective while this policy is in force.
3. "Employee" means a person in employment with the employer and shown in the Classes of Employees Covered on the first page.
4. "Employer" means the Policyholder or any entity shown in the List of Employers on the first page.

B. GENERAL PROVISIONS

This policy provides benefits only:

1. for a disability which begins while this policy is in force; or
2. for any employee whose employment with an employer terminates while this policy is in force, for a disability which begins within 4 weeks after such termination. But this does not apply if the employee commences any work for wage or profit for anyone, including an employer shown in the list of Employers, who is covered under the Disability Benefits Law.

This policy is the entire contract between the Policyholder and the Insurance Company. It may be changed at any time by written agreement between the Insurance Company and the Policyholder. All agreements made by the Insurance Company are signed by an officer or a registrar. No other person can change or waive any terms or make any agreement that is binding on the Insurance Company. No change is valid unless it is shown to be:

1. endorsed and signed by the Insurance Company; or
2. amended and signed by the Policyholder and Insurance Company.

The Policyholder may act for and on behalf of any and all employers in all matters which pertain to this policy. Every act done by, agreement made with, or notice given to the Policyholder is binding on all such employers. But notice to the Policyholder is not notice to the employer in the case of a notice of cancellation.

C. PROVISIONS REQUIRED BY STATUTE

As between the employee and the Insurance Company:

1. notice to or knowledge on the part of the employer of an injury or sickness suffered by the employee is deemed notice or knowledge on the part of the Insurance Company; and
2. jurisdiction of the employer is, for the purpose of the Disability Benefits Law, jurisdiction of the Insurance Company.

The Insurance Company is in all things bound by and subject to the orders, findings or decisions rendered in connection with the payment of benefits under the provisions of that law.

The Chairman of the Workers' Compensation Board of the State of New York has the right to enforce in the name of the people of the State of New York for the benefit of the person entitled to the benefits insured by this policy, the liability of the Insurance Company in whole or in part for payment of benefits. Such right may be enforced by filing a separate application or by making the Insurance Company a party to the original application. But such payment of benefits in whole or in part by either the Policyholder, the employer or the Insurance Company will to the extent thereof, be a bar to the recovery against the others of the amount so paid.

Bankruptcy or insolvency of the Policyholder or an employer does not relieve the Insurance Company of any of its obligations under this policy.

Benefits payable under this policy or any amendment, rider or endorsement thereto will be payable at least to the extent required by the Disability Benefits Law.

D. INFORMATION REQUIRED

The Policyholder will furnish to the Insurance Company all information which it may need for any matters under this policy. All documents, books and records which may relate to the insurance or premiums will be open for inspection by the Insurance Company:

1. at all reasonable times while this policy is in force; and
2. within 3 years after the final termination of this policy.

E. CLAIM NOTICES BY POLICYHOLDER OR EMPLOYER

When the Policyholder or employer receives notice of disability, written notice will be given by the employer or Policyholder to the Insurance Company or any of its authorized agents. Such notice will:

1. be given as soon as possible after the first day for which benefits may be payable for such disability;
2. contain enough information to identify the Policyholder and the employer; and
3. contain other reasonably obtainable information as to the:
 - a. time of disability;
 - b. place of disability;
 - c. circumstances of disability;
 - d. nature of disability; and
 - e. name and address of the employee.

The Policyholder or employer will give immediate notice to the Insurance Company with full information as to any claim made due to disability.

F. PREMIUM CALCULATIONS

Each premium is calculated at the Initial Premium Rate shown on the first page. The premium rate is subject to any reductions or increases that the Insurance Company may make. The Insurance Company will give written notice to the Policyholder of each reduction or increase. No increase in premium is effective less than 12 months after the effective date of this policy. But the Insurance Company reserves the right to increase the premium as of the effective date of each amendment or supplement to the Disability Benefits Law if its obligations increase due to any amendment or supplement.

The premium for each calendar quarter is based on the payroll periods ending nearest the 15th day of each calendar month of the next preceding calendar quarter. Due allowance will be made for the amount of the first premium in any case where an employer becomes included in the List of Employers on a date which is not the first day of a calendar quarter.

The method of calculation of premiums may be by any method which is mutually agreed to by the Insurance Company and the Policyholder.

G. PREMIUM PAYMENTS

Premiums are payable in advance by the Policyholder at the Insurance Company's home office.

The first premium for employees of an employer shown in the List of Employers on the effective date of this policy:

1. is due and payable on that date; and
2. covers the period from that date to the day just preceding the due date of the next premium.

The first premium for employees of an employer added to the List of Employers after the effective date of this policy:

1. is due and payable, at the option of the Insurance Company, on the date such employer is added to that list; and
2. covers the period from that date to the day just preceding the due date of the next premium.

After the first premium payment, premiums are due and payable as shown on the first page of this policy.

H. GRACE PERIOD

A grace period of 31 days after the due date is given to the Policyholder for the payment of each premium, subject to the "Cancellation of Policy" section.

I. EMPLOYEE CONTRIBUTIONS

To comply with the Disability Benefits Law of the State of New York, any excess of the employees' total contributions applied to the insurance over the premiums paid by the Policyholder (less any amounts returnable) will, under the rules of the Chairman of the Workers' Compensation Board of the State of New York be:

1. paid to the Policyholder to be distributed or applied for the sole benefit of employees; or
2. applied or disposed of as prescribed in Section 216 of that law.

J. ASSIGNMENT BY POLICYHOLDERS

Assignment or transfer of the Policyholder's interest under this policy will not bind the Insurance Company without its written consent.

K. CANCELLATION OF POLICY

The Insurance Company may cancel insurance under this policy for employees of any one or more employers at any time by giving written notice to:

1. the Policyholder;
2. each employer whose employees' insurance is being cancelled; and
3. the Chairman of the Workers' Compensation Board of the State of New York.

Such notice will state when the cancellation of insurance is effective and will be:

1. delivered to the Policyholder and the employer; or
2. sent by certified mail to the Policyholder's and the employer's last known place of business.

The effective date of cancellation must be 10 or more days after the date such notice is given if the cancellation is due to nonpayment of premium. If the cancellation is due to any other reason, the effective date of cancellation must be 30 or more days after the date such notice is given. But if the employer obtains insurance with another carrier before the effective date of cancellation shown in any notice given as stated above, the cancellation will be effective on the effective date of the other insurance.

The Insurance Company will use the cancellation privilege set forth above if it receives a written request from the Policyholder or an employer to cancel the insurance under this policy for the employees of one or more employers. But such request must be received 40 or more days before the effective date of that cancellation.

The Policyholder and each employer are liable to the Insurance Company for all unpaid premiums of such employer. For any cancellation of this policy, premiums are adjusted on a pro-rata basis from the last premium due date to the date of cancellation. Any refund will be made to the Policyholder as soon as possible.

L. STATUTORY ASSESSMENTS

Under the Disability Benefits Law the Insurance Company will pay the assessments levied on the total payrolls of employees covered under this policy, pursuant to Sections 214-2, 214-3 and 228 of that law.

Unum's Commitment to Privacy

Unum understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

Collecting Information

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

Sharing Information

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. **When legally necessary, we ask your permission before sharing NPI about you.** Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. **When required by law, we ask your permission before we share NPI for marketing purposes.**

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

Safeguarding Information

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

Access of Information

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

Correction of Information

If you believe NPI we have about you is incorrect, please write us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

Coverage Decisions

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

Contacting Us

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit www.unum.com/privacy or www.coloniallife.com or write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life and Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

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