

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject this certificate does not confer rights to				•	•	equire an endorsement.	A stat	ement on
PRODUCER Willis Towers Watson Insurance Services West, Inc.			CONTACT WTW Certificate Center PHONE					
c/o 26 Century Blvd P.O. Box 305191		E-MAIL ADDRESS: certificates@wtwco.com						
Nashville, TN 372305191 USA				INS	URER(S) AFFOR	DING COVERAGE		NAIC#
			INSURER A: Sentinel Insurance Company Ltd					11000
INSURED		ı	INSURER E	B: Arch Sp	ecialty In	surance Company		21199
Valant Medical Solutions, Inc. 600 Stewart St		ı	INSURER (C: Evansto	on Insuranc	e Company		35378
Suite 501		ı	INSURER [D :				
Seattle, WA 98101 USA		1	INSURER E	E:				
		ı	INSURER F	F:				
COVERAGES CERT	TIFICA	TE NUMBER: W33205762				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.								
NSR	ADDL SUE	BR	F	POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS				
COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE :	\$	1,000,000

DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 1.000.000 \$ 10,000 MED EXP (Any one person) \$ Y 46 SBA BA2LSA 04/08/2024 04/08/2025 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT 2,000,000 X POLICY PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) \$ OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED А 04/08/2024 04/08/2025 46 SBA BA2LSA **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ UMBRELLA LIAB 5,000,000 OCCUR **EACH OCCURRENCE** \$ 04/08/2024 04/08/2025 **EXCESS LIAB** 46 SBA BA2LSA 5,000,000 AGGREGATE CLAIMS-MADE \$ DED | X RETENTION \$ 10,000 WORKERS COMPENSATION X | PER STATUTE AND EMPLOYERS' LIABILITY 1,000,000 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N/A 46 WEC AD3ZN9 04/08/2024 04/08/2025 1,000,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT C-4MFH-238461-CYBER-2024 04/08/2024 04/08/2025 Limit Cyber Technology E&O \$5,000,000 Retention \$50,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Mt. Diablo Unified School District	AUTHORIZED REPRESENTATIVE
1936 Carlotta Drive	120
Concord, CA 94519	V

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AGENCY CUSTOMER ID:	
1.00 #-	



ADDITIONAL REMARKS SCHEDULE

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NAIC#: 35378

AGENCY Willis Towers Watson Insurance Services West, Inc.	NAMED INSURED Valant Medical Solutions, Inc. 600 Stewart St		
POLICY NUMBER		Suite 501	
See Page 1		Seattle, WA 98101 USA	
CARRIER	NAIC CODE		
See Page 1	See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ____25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability.

EXP DATE: 04/08/2025

TYPE OF INSURANCE: LIMIT DESCRIPTION: LIMIT AMOUNT:

Excess Cyber Technology E&O Limit \$5,000,000

ACORD 101 (2008/01)

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- **a.** In the performance of your ongoing operations; or
- **b.** In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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- Insured State Or Political Subdivision Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured - Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- **b.** The insurance afforded to the vendor is subject to the following additional exclusions:
 - (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - **(b)** Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container:

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- **b.** Premises they own, maintain or control while you lease or occupy these premises.

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BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations for the additional insured(s); or
 - (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - **(2)** Supervisory, inspection, architectural or engineering activities.

Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C**. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section \mathbf{D} . – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section \mathbf{E} . – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
 - a. (1) Radio;
 - (2) Television:
 - (3) Billboard;
 - (4) Magazine;
 - (5) Newspaper;
 - **b.** The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or
 - **c.** Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- **b.** An interactive conversation between or among persons through a computer network.
- "Advertising idea" means any idea for an "advertisement".
- "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- **5.** "Bodily injury" means physical:
 - **a.** Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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