



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2023

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

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

PRODUCER Silicon Valley Risk and Insurance Services, L.P. 4 W 4th Ave. San Mateo, CA 94402 www.svirs.com OH16080	CONTACT NAME: Jas Goswami PHONE (A/C, No, Ext): 408-236-7412 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: jasg@svirs.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Tryfacta, Inc. 4637 Chabot Dr., Ste 100 Pleasanton CA 94588	INSURER A: Everest National Insurance Company 10120	
	INSURER B: Everest Indemnity Insurance Company 10851	
	INSURER C: Great American Insurance Company 16691	
	INSURER D: Lloyds of London 085202	
	INSURER E: Landmark American Ins. Co.	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 75944806

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	91ML002187-221	11/1/2022	11/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			91ML002187-221	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$0			91CUN05892-221	11/1/2022	11/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			91ML002187-221	11/1/2022	11/1/2023	\$2M Agg /Pol Term/\$1M ea clm/Wrongful Act \$1Mil ea clm/\$3Mil Agg Ded \$5k per Clm \$5M xs \$25k Reten/\$1M sublimit/Tech E&O Limit: \$1MIL/Occ \$10,000 Ded
E	Med Prof Liab (E&O)/Med-Non Med Staff			LMH851050	8/5/2023	8/5/2024	
D	Cyber Liability			H23NGP225829-00	5/22/2023	5/22/2024	
C	Crime			SAA E5937240300	5/8/2023	5/8/2024	

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

Certificate holder is included as Additional Insured, as respects their written agreement with the insured.
 See forms attached: CG2026 0413 Blanket Additional Insured; ECG04780 0816 Staffing Industry Endt/Waiver of Right
 CG2001 0413 Primary and Noncontributory, Form ECG21513 1299 Cross Liability Exclusion

CERTIFICATE HOLDER**CANCELLATION**

DeKalb County School District
 1701 Mountain Industrial Blvd
 Stone Mountain GA 30083

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

AUTHORIZED REPRESENTATIVE

David Wright

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Silicon Valley Risk and Insurance Services, L.P.		NAMED INSURED Tryfacta, Inc. 4637 Chabot Dr., Ste 100 Pleasanton CA 94588	
POLICY NUMBER 91ML002187-221		EFFECTIVE DATE: 11/1/2022	
CARRIER Everest National Insurance Company	NAIC CODE 10120		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: DeKalb County School District

ADDRESS: 1701 Mountain Industrial Blvd Stone Mountain GA 30083

General Liability Deductible: NIL
 Professional Liability Deductible: \$5000
 Hire/Non-Owned Auto Deductible: NIL

Umbrella SIR: NONE

AM Best Ratings: Companies A, B, D: A+ (Superior) Company C: A++ (Superior) E: A (Excellent)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person(s) or organization(s) who you are required by contract or agreement to name as additional insured (s) on this policy as per the terms of this endorsement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added 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:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- f. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - 1. “Bodily injury” to an insured if another insured is driving the equipment; or
 - 2. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is insured under this provision.
- 3. 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:
 - a. 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;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. Paragraph **2.a.** is replaced by the following:
 - 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- You will not be considered to have knowledge of an “occurrence” or an offense which may result in a claim until any of the following is aware of such “occurrence” or offense:
- (1) If you are an individual, you or your Risk Manager;
 - (2) If you are a corporation, your Corporate Officer or your Risk Manager;
 - (3) If you are a partnership or joint venture, your partner or member, or your Risk Manager; or
 - (4) If you are a limited liability company, your member or your Risk Manager.

- 2. Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

However, if any insured is required by a written contract or written agreement which is executed before a “staffing services” occurrence to waive their rights of recovery from others, we agree to waive our rights of recovery.

- 3. The following Condition is added:

Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as the day the revision is effective in your state.

SECTION V – DEFINITIONS is amended as follows:

- 1. The definition of “coverage territory is replaced by the following:

“Coverage Territory” means anywhere in the world.

- 2. The definition of “employee” is replaced by the following:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CROSS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim made or "suit" brought by or on behalf of your parent corporation, a subsidiary of your parent corporation or your subsidiary. This insurance also does not apply to any claim made or "suit" brought by or on behalf of any insured covered hereunder against any other insured covered by this policy.

This exclusion does not apply to a person or organization who would not be an insured under this policy except for an endorsement to this policy adding them as an additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.