



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2023

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 AssuredPartners of California Ins Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Emilia Contreras PHONE (A/C, No, Ext): (805) 585-6725 FAX (A/C, No): (805) 585-6725 E-MAIL ADDRESS: emilia.contreras@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ohio Security Ins Co	
		INSURER B: Ohio Casualty Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23/24 GL/AU/UMB **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	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	BZS (24) 56508052	01/31/2023	01/31/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$
	OTHER:						
A	☒ AUTOMOBILE LIABILITY	Y	Y	BAS (24) 56508052	01/31/2023	01/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB			USO (24) 56508052	01/31/2023	01/31/2024	EACH OCCURRENCE \$ 2,000,000
	☐ DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 2,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

GL/AU: Certificate Holder its officers, agents, and employees are Additional Insured as respects to operations of the Named Insured per forms (GL) BP79960916 and (AU) AC85010618. GL: This insurance is Primary and Non-contributory to any other Insurance per form BP00030713. AU: This Insurance is Primary per form AC85010618. A Waiver of Subrogation is added in favor of the Additional Insured per forms (GL) BP00030713 and (AU) AC85010618. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

County of Monterey Contracts / Purchasing Department
168 Wallisal Street
3rd Floor
Salinas CA 93901

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.

AUTHORIZED REPRESENTATIVE

Gregory Anderson



NOTICE OF REINSTATEMENT

Policy number BZS56508052 is reinstated without any lapse in coverage for the period of 01/31/2023 - 01/31/2024.

The reinstatement is dependent upon payment being honored by the financial institution. If payment is not honored by the financial institution, the policy will terminate on the date and time shown on the cancellation notice issued for non-payment of premium.

Agent No: 4295904

Agent: TELEPHONE (805) 585-6100

ASSURED PARTNERS OF CALIFORNIA
INSURANCE SERVICES, LLC
PO BOX 1388
VENTURA, CA 93002-1388

Account of:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Notice Mailed To:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Coverage Provided By:

OHIO SECURITY INSURANCE COMPANY

Date of Notice: 02/09/2023

Policy Period: 01/31/2023 - 01/31/2024

Policy Number: BZS56508052

Account Number: 102194540

For Billing Inquiries: 1-866-290-2920
mybusinessonline.libertymutual.com



NOTICE OF REINSTATEMENT

Policy number USO56508052 is reinstated without any lapse in coverage for the period of 01/31/2023 - 01/31/2024.

The reinstatement is dependent upon payment being honored by the financial institution. If payment is not honored by the financial institution, the policy will terminate on the date and time shown on the cancellation notice issued for non-payment of premium.

Agent No: 4295904

Agent: TELEPHONE (805) 585-6100

ASSURED PARTNERS OF CALIFORNIA
INSURANCE SERVICES, LLC
PO BOX 1388
VENTURA, CA 93002-1388

Account of:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Notice Mailed To:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Coverage Provided By:

THE OHIO CASUALTY INSURANCE COMPANY

Date of Notice: 02/09/2023

Policy Period: 01/31/2023 - 01/31/2024

Policy Number: USO56508052

Account Number: 102194540

For Billing Inquiries: 1-866-290-2920
mybusinessonline.libertymutual.com



NOTICE OF REINSTATEMENT

Policy number BAS56508052 is reinstated without any lapse in coverage for the period of 01/31/2023 - 01/31/2024.

The reinstatement is dependent upon payment being honored by the financial institution. If payment is not honored by the financial institution, the policy will terminate on the date and time shown on the cancellation notice issued for non-payment of premium.

Agent No: 4295904

Agent: TELEPHONE (805) 585-6100

ASSURED PARTNERS OF CALIFORNIA
INSURANCE SERVICES, LLC
PO BOX 1388
VENTURA, CA 93002-1388

Account of:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Notice Mailed To:

THE DATA CENTER, LLC
1827 S FREMONT DR
SALT LAKE CITY, UT 84104

Coverage Provided By:

OHIO SECURITY INSURANCE COMPANY

Date of Notice: 02/09/2023

Policy Period: 01/31/2023 - 01/31/2024

Policy Number: BAS56508052

Account Number: 102194540

For Billing Inquiries: 1-866-290-2920
mybusinessonline.libertymutual.com

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section A.1. Business Liability is modified as follows:

1. The \$250 limit shown in Paragraph A.1.f.(1)(b) Coverage Extension - Supplementary Payments for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph A.1.f.(1)(d) Coverage Extension - Supplementary Payments for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section B.1. Exclusions - Applicable To Business Liability Coverage is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions c., d., e., g., h., k., l., m., n. and o. do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

- a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- b. This coverage does not apply to:

- (1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.
- (2) Any insured engaged in the business or occupation of providing any of the services described under a. above.
- (3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

- a. The person or organization is only an additional insured with respect to liability arising out of:
 - (1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and
 - (2) Caused in whole or in part by your ongoing operations performed for that insured.
- b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.
- c. The insurance afforded to the additional insured does not apply to:
 - (1) Liability arising out of the sole negligence of the additional insured;
 - (2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section C. Who Is An Insured:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
2. Section A.1. Business Liability does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
3. Records and descriptions of operations must be maintained by the first Named Insured.

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.

G. Aggregate Limits

The following is added to Paragraph D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance:

1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

1. Paragraph E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition applies only when the "occurrence" is known to any insured listed in Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
2. Paragraph E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph C.1. Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph F.3. is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph F.9. is replaced by the following:

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 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does 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 indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph F.14.b. **Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;