

DKF SOLUTIONS GROUP, LLC

Subscription Agreement for *Training Link*™

SUBSCRIPTION AGREEMENT # 2411715-TLB

This DKF Solutions Group Subscription Agreement ["Agreement"] is made as of the date stated below by and between:

DKF Solutions Group, LLC 170
Dogwood Lane
Vallejo, CA 94591
(707) 373-9689 (tel)
dpatzer@dkfsolutions.com

[hereinafter "DKF" or, sometimes, "Service Provider"] on the one hand; and

Name Of Agency:	Monterey Bay Area Self Insurance Authority (MBASIA) and their 10 member cities
Address:	c/o Alliant Insurance Services 560 Mission St, 6th Floor, San Francisco, CA 94105
Phone No.	415-744-4889
Email:	Conor Boughey cboughey@alliant.com

[hereinafter "Subscriber"] on the other hand.

I. Services Provided

For and in consideration of annual subscription fees hereinafter specified, Subscriber[s] shall be entitled to the following service:

One TrainingLink Basic subscription to be paid in the amount of \$4,000 for the period of **12/16/24** through **12/15/25** (*Subscription Term*).

The TrainingLink Basic subscription includes:

- Live biweekly safety tailgate trainings (*each is 15-20minutes long, recorded and placed into a view-on-demand library*)
- View on Demand Safety Shorts Training Library
- Downloadable Tailgate Safety Training Library
- 40+ webinars annually and recorded webinar library
- TrainingLink Training Management System

2. Ownership

DKF exclusively owns all rights, title and interest in and to TrainingLink™ including rights to all Intellectual Property therein or relating thereto. Unless expressly agreed to in writing by the Parties, DKF shall also exclusively own all rights, title and interest in and to any enhancements, customizations or modifications to the subscription services that DKF develops (or has developed) pursuant to this Agreement, including all rights to Intellectual Property therein or relating thereto.

[When used herein, the term "Intellectual Property" means patents, patent applications, trademarks,

copyrights, copyrightable materials (including, but not limited to, training content and software source code), trade secrets, and any other similar intellectual or proprietary rights related to or embodied in the work product and other documentation developed by DKF.]

3. Fees and Payments.

Payment by Invoice. Subscriptions are eligible to be invoiced or billed to a credit card. Contact Kay Patzer at kpatzer@dkfsolutions.com with your contact information, billing address, and PO or credit card number. Subscriber agrees to pay within thirty (30) days of receipt of the invoice.

4. Attendees.

One set of log in credentials will be provided to each Subscriber employee (in this case, employees of each of the 10 member cities of MBASIA). Employee log in credentials will be monitored and the subscription may be terminated if the log in credentials are used by anyone other than the Subscriber's employees. In that case the subscription fees would not be refunded in whole or in part.

NOTE: FAILURE TO MAINTAIN TIMELY PAYMENT OF MONTHLY SUBSCRIPTION FEES WILL RESULT IN THE SUSPENSION OF DKF SERVICES, AND FAILURE TO BRJNG ALL DELINQUENT FEE PAYMENTS CURRENT WITHIN TEN (10) DAYS OF NOTICE FROM DKF MAY RESULT IN THE TERMINATION OF THIS SUBSCRIPTION AND DKF SERVICES HEREUNDER.

5. Limitation of Remedies.

Subscriber agrees that its sole remedy against DKF for breach of contract or promise, or for any other harm or damage allegedly arising out of or relating to this Agreement shall be to cancel this Agreement. Subscriber also acknowledges and agrees that the information provided to it by DKF does not constitute legal advice, and Subscriber should obtain any such advice on issues such as workplace safety and compliance from its own legal counsel.

6. Governing Law/ Severability

This Agreement shall be governed and interpreted in accordance with the laws of the State of California. In the event that a court having jurisdiction finds that any of the provisions of this Agreement are unenforceable or invalid, the remaining provisions shall stay in effect, and the parties will give full effect to the intent of the provisions held to be enforceable and valid, unless the invalid provisions relate to the obligation to pay fees, in which event DKF may cancel this Agreement and refund all moneys not due as of the cancellation date.

7. Non-Assignment.

Subscriber may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without DKF's express prior written consent. Any attempt to assign or transfer this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

8. Entire Agreement

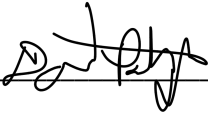
This Subscription Agreement contains the sole agreement, and supersedes any prior understandings or written

agreements, between the parties related to its subject matter, and Subscriber agrees that in entering into this Agreement it has not acted in reliance upon any spoken or other agreements, promises or representations made by or on behalf of DKF not reflected herein. This Agreement may be amended only by a written agreement signed by an officer of DKF.

9. Cancellation

Subscriber may cancel their invoiced subscription at any time by notifying DKF in writing 30 days ahead of the scheduled renewal date. For cancellations of subscriptions prior to their renewal date, the agency will continue to have access to subscription benefits until the end of the subscription term. Subscription fees will not be refunded or prorated. Automatic credit card subscription payment are refundable only if cancelled within 3 days of the date of payment.

Date: 11/25/24

DKF Solutions Group: _____
Signature 

Print Name: David Patzer

Date: November 22, 2024

Subscribing Entity: Monterey Bay Area Self Insurance Authority (MBASIA)
Name of City/Agency/District

Signature: 

Print Name: Conor Boughey, MBASIA Program Administrators