

MASTER CONTENT SUBSCRIPTION AGREEMENT

This Master Content Subscription Agreement (“MCSA”) is made by and between OpenSesame Inc., a Delaware corporation, with its principal office at 1629 SW Salmon Street, Portland, Oregon 97205 (“OpenSesame”) and City of Ann Arbor, Michigan, with its principal office at 301 E Huron St. Ann Arbor MI, 48104 (“Buyer”) and is effective as of the date of Buyer’s signature below (“Effective Date”).

WHEREAS, OpenSesame is in the business of selling elearning courses and online books hereinafter defined (collectively “Courses”), which are provided by third party content owners and licensors of such Courses (“Publishers”); and

WHEREAS, Buyer requests OpenSesame to provide Courses to be used for various internal training programs to be used by Buyer, Buyer’s affiliates, and their employees, consultants, contractors, agents, or approved third parties.

NOW, THEREFORE, for and in consideration of the promises and agreements of OpenSesame and Buyer (each a “Party” and collectively the “Parties”) contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. OPENSESAME COURSES.

During the term of this MCSA, OpenSesame agrees to provide Courses to Buyer in accordance with the specifications of each Sales Order. The initial Sales Order is attached hereto as Schedule A. Future Sales Orders, if any, will be substantially in the same form and will be later executed by an authorized representative of both Parties, and will reference this MCSA (“Sales Order”).

2. CHARGES.

2.1. Fees. In consideration for the Courses to be provided by OpenSesame, Buyer will pay OpenSesame in accordance with the Fees set forth in each Sales Order. Buyer is responsible to pay any applicable taxes, including sales tax. If sales tax is not specified on an invoice, Buyer will self assess and pay any applicable sales tax.

2.2. Invoicing. Unless otherwise specified in a Sales Order, OpenSesame will submit invoices for all Courses to be delivered on an annual basis, as described in each Sales Order. All invoices will be sent to the billing contact described in each Sales Order and are payable in US Dollars.

2.3. Payment. Buyer will pay all undisputed invoices for Courses within thirty (30) days. Buyer shall be responsible for payment of OpenSesame’s reasonable attorney’s fees and costs associated with OpenSesame’s efforts to collect payments due under the terms of a Sales Order.

3. LICENSES.

3.1. General. Courses are purchased subject to a non-exclusive license to use that Course consistent with the purchased license type described in the Sales Order. Ownership of all intellectual property rights, including all copyright, trademarks, designs and patents whether registered or unregistered, and all other intellectual property, software and goodwill relating to the Course will remain with OpenSesame and its Publishers. All Course seats are sold for single person usage only and not to be broadcast, or otherwise shared. OpenSesame reserves the right to terminate a license if it determines that Buyer has violated the terms of its license.

3.2. Other Limitations. Buyer agrees not to allow minors to access the Courses or OpenSesame's systems. Buyer agrees not to copy, record, edit or alter or otherwise interfere with the Courses provided by the OpenSesame. This shall include without limitation: a) not using recording equipment to record during playback of the Courses; b) not overlaying the Courses with other audio, video or images or distorting the quality of the training programs; and c) not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any names, marks, logos or branding on the Courses; (d) not to (or attempt to) interfere with or disrupt the proper operation of OpenSesame's software, hardware, systems or networks or courses, including (but not limited to) not knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including (without limitation) corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content; and (e) use any logo of OpenSesame or its Publishers for branding or marketing purposes, or in any public gathering, including for any presentation, unless otherwise provided explicit permission to do so by a Publisher or OpenSesame.

3.3. Usage. Buyer may not use a Course for any purpose other than for the purpose for which it has been provided and agrees not to use Courses for illegal or inappropriate purposes. In particular, Buyer agrees that it will not use the Courses to do any of the following: a) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature; b) carry out any commercial business, send any unsolicited commercial emails, advertise or offer to sell any goods or services or conduct or forward surveys, contests or chain letters; or c) falsify the origin or source of any content or other material. Buyer's right to access and use Courses may not be assigned, transferred or sublicensed.

3.4. License Types. Each individual Course purchased will be subject to one of the following license types. Each Sales Order executed by the parties will clearly set forth the type of license purchased. Buyer's particular purchase will not necessarily include all of these license types, nor is Buyer obligated to purchase any particular license type. All license types shall auto renew for additional twelve (12) month terms after expiration of the initial term, subject to standard OpenSesame pricing changes.

3.4.1. Volume Purchase License. When an individual Courses, or Course bundle is purchased, users will have twelve (12) months from the date OpenSesame enables

access to an individual Course, unless a longer license term is purchased. Additional seats may be added mid-term at the original per seat purchase price. Any such additional seats purchased mid-term will expire co-terminate with the original purchase.

3.4.2. Site License Purchases. When a site license is purchased, an unlimited number of users, from an individual company (limited to a single Internet domain) may access the course for the entire term of the purchase (from the date OpenSesame enables access to the course).

3.4.3. Pay Per Use Licenses. Courses purchased via a Pay Per User license pay for Courses that are accessed by users.

3.4.4. OpenSesame Plus (Plus) Subscription Licenses. Plus Complete purchasers may access an unlimited number of Courses made available via the Plus subscription while the subscription fee is current. The Plus library is a specific subset of OpenSesame Courses and is subject to change from time to time at OpenSesame's discretion. In addition to access to course files, reasonable Course curation / selection services are offered each year.

Plus subscriptions can be purchased as an enterprise subscription. In such a case, Buyer agrees to buy a license for every employee, contractor, or consultant, and agrees to maintain licenses for all of these users for the duration of the license term. At least quarterly, Buyer will notify OpenSesame of the number of newly-hired or contracted users, as well as the number of terminated users. At this time, OpenSesame will wipe seats for terminated users, and Buyer will purchase additional licenses for any new hires and contractors over the number of terminated users, which will be prorated to the end of the license term.

3.4.4.1. Plus 25. Plus licenses may be purchased as Plus 25. Plus 25 is offered at a discount to Plus pricing. The Plus library is limited to 25 Courses. Courses may be substituted once every six (6) months. Reasonable Course curation / selection services are offered each year.

3.4.4.2. Plus 100. Plus licenses may be purchased as Plus 100. Plus 100 is offered at a discount to Plus pricing. The Plus library is limited to 100 Courses. Courses may be substituted once every three (3) months. Reasonable Course curation / selection services are offered each year.

3.4.5. Accessed Courses. For Pay Per Use Licenses, a Course is deemed accessed when the greater of two (2) minutes or 50% of a course is taken. In the case of OpenSesame Plus, a seat is deemed used when a single course is accessed. In the case of Individual Course Licenses, a Course is deemed accessed upon initial launch.

3.5. Implementation. OpenSesame will deliver Course files for use in Buyer's standards compliant delivery platform. Buyer is responsible for loading, categorizing, and assigning Courses.

3.6. Additional Products. License rights and additional terms governing Buyer's use of any other OpenSesame products, if applicable, are found at www.opensesame.com/legal and incorporated into this MCSA.

4. LIABILITY AND LIABILITY CAP.

OpenSesame, and its Publishers, are not liable for, nor do OpenSesame and its Publishers warrant the Courses provided. OpenSesame and its Publishers disclaim any and all responsibility or liability for the content, completeness, accuracy, legality, reliability, or availability of information or materials displayed on, or delivered. Buyer is responsible for conducting its own research before choosing a Course. This is the case even in the event that Buyer requests assistance from OpenSesame in selecting Courses. OpenSesame's cumulative and sole liability for any claim will be limited to the fees received via the sale of Courses over the preceding 12 months.

5. COURSE SUBSTITUTIONS.

OpenSesame retains the right to substitute substantially similar Courses for those initially selected as necessary. OpenSesame also reserves the right to remove Courses. In the event that Buyer purchases a Volume Purchase License and a purchased course is removed other than due to a breach by Buyer, OpenSesame shall issue a pro rata refund of the purchase price for such course license.

6. TERM AND TERMINATION.

The term of this MCSA will commence on the Effective Date and will continue in full force and effect for three (3) years, and shall continue thereafter until terminated by either party by providing thirty (30) days' written notice (the "MCSA Term"). Sales Orders executed under this MCSA will commence and conclude as described in each Sales Order. An individual Sales Order may continue beyond termination of the MCSA Term. Completion or termination of any particular Sales Order will not constitute termination of this MCSA, it being the intent of both Parties to leave this MCSA in effect until terminated.

Buyer may terminate this Agreement and all Sales Orders in the event that OpenSesame materially breaches this Agreement, provided that (i) Buyer provides written notice of such material breach to OpenSesame, and (ii) such material breach remains uncured after thirty (30) days from receipt of such notice by OpenSesame. Notwithstanding the foregoing, if the material breach cannot reasonably be cured, termination will be effective immediately upon written notice of such material breach to OpenSesame. In the event Buyer terminates the Agreement and all Sales Orders under this paragraph, OpenSesame shall issue a pro rata refund of any payments already made by Buyer under applicable Sales Orders in effect as of the date of termination with

no further penalty to Buyer, and Buyer shall be relieved of all future payment obligations under such Sales Orders.

Subject to Section 9.5 (Force Majeure) and the Maintenance Windows, Scheduled Maintenance, and Emergency Maintenance (each as defined in Schedule B), Buyer may terminate this Agreement, including any Sales Order, for cause in the event availability of the Courses through the eLearning Application falls below 95% in any three calendar months of any six-calendar-month period during the MCSA Term. If Buyer terminates pursuant to this paragraph, Buyer shall be entitled to a pro-rata refund of any prepaid fees for the unused portion of the Sales Order.

Following termination, Buyer will delete from its system any archived materials printed or published for end users that have accessed such content during the Term.

7. DATA PROCESSING.

OpenSesame processes, manages, and stores personal information as defined in www.opensesame.com/privacy, and collects the minimum of personal identifying information possible. For Administrators who need access directly to the OpenSesame platform OpenSesame collects First Name, Last Name and Email Address. For employees taking training through Buyer's learning management system ("LMS"), OpenSesame only collects the data that is provided by that LMS. Generally this is Student Name and Student ID. Buyer may choose to not pass OpenSesame this information, however that will limit OpenSesame's ability to provide end user support and provide completion certificates. If Buyer purchases access to the TED@Work platform, TED may collect this personally identifying information for purposes of delivering the services, unless the Administrator chooses to anonymize the data. OpenSesame transfers Personal Data to a small number of 3rd parties and publishers to assist in the processing of data for the purposes of delivering our services. Any EU resident who has a question about their rights to access, portability, and erasure of Personal Data that they believe may be processed by OpenSesame should contact Buyer but may also contact OpenSesame directly at support@opensesame.com. OpenSesame's policy is to permanently anonymize student data in production 90 days after termination of this MCSA. Individuals can exercise any statutory rights granted to them at any time. Notices to Buyer regarding data processing shall be sent to the following email address: jrbaron@a2gov.org.

8. ASSIGNMENT.

Neither this MCSA nor any Sales Order may be assigned by a Party without the prior written consent of the other Party, except that OpenSesame or Buyer may assign this MCSA and any Sales Order to any transferee in connection with the transfer of all or substantially all of OpenSesame or Buyer's business or assets.

9. GENERAL PROVISIONS.

9.1. Applicable Law. This MCSA and all Sales Orders will be governed by and construed in accordance with the laws of the State of Michigan without regard to conflict of laws principles. Any disputes arising hereunder shall be submitted to state and federal courts in Washtenaw County, Michigan. The prevailing party in any suit or action hereunder shall be entitled to recover from the losing party all costs incurred by it in enforcing the performance of, or protecting its rights under, any part of this Agreement.

9.2. Waiver. The waiver of a breach of this MCSA or any Sales Order or the failure of a Party to exercise any right under this MCSA or any Sales Order will in no event constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this MCSA or any Sales Order.

9.3. Counterparts. Electronic signatures on this MCSA and any Sales Orders will have the same effect as originals, and this MCSA and any Sales Orders may be executed in duplicates and counterparts, each of which will be effective as an original for all purposes.

9.4. Severability. In the event that any portion of this MCSA or any Sales Order will be deemed unenforceable, the remainder of this MCSA and any Sales Order will remain in full force and effect, unless elimination of the unenforceable portion would result in any material failure of the remainder of this MCSA or any Sales Order to reflect the intent of the Parties.

9.5. Force Majeure. Other than Buyer's payment obligations herein, either Party hereto will be temporarily excused from performance under any Sales Order in whole or in part for any period of time that the Party is prevented from performing its obligations as a result of an act of God, pandemic, governmental regulation or act, war, natural catastrophe, civil disobedience, court order, or other cause beyond the Party's reasonable control. Such non-performance will not constitute grounds for default.

9.6. Notices. Legal notices to OpenSesame must be sent via email to: legal-notices@opensesame.com. Termination notices will not be effective unless sent to this email address.

9.7. Reporting. If you believe you have witnessed an employee or representative of OpenSesame engaging in unethical or illegal conduct, please notify our legal team via email at legal-notices@opensesame.com, or via our anonymous hotline at 833-222-4148.

9.8. Compliance. OpenSesame reserves the right to terminate this MCSA and any Sales Orders upon written notice if it becomes aware that Buyer is identified in connection with any applicable law or regulation contributing to the United States Consolidated Screening List or otherwise relating to export control compliance or anti-corruption.

9.9 Entire Agreement. The MCSA and any Sales Orders constitute the entire agreement of the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous proposals, agreements and understandings of the Parties, whether written or oral, and may not be amended except by a writing signed by an authorized representative of both Parties.

In witness whereof, the Parties have executed this MCSA as of the date set forth below, to be effective as of the Effective Date.

FOR THE CITY OF ANN ARBOR

DocuSigned by:
By Christopher Taylor
9E354935DB164DA...
Christopher Taylor, Mayor

DocuSigned by:
By Jacqueline Beaudry
5CFB24F59BD641E...
Jacqueline Beaudry, City Clerk

9/19/2023
This ___ day of _____, 20___

Approved as to substance

DocuSigned by:
By Milton Dohoney Jr.
62ABAD35BD380491...
Milton Dohoney Jr., City Administrator

Approved as to form and content

DocuSigned by:
Atleen Kaur
627306896F804DD...
Atleen Kaur, City Attorney

FOR OPENSESAME INC.

DocuSigned by:
By Joshua Blank
E8FE8F9F23F5463...

Name: Joshua Blank

Title: President & Chief Product Officer

Date: september 20, 2023

Schedule A To Master Content Subscription Agreement

[ATTACH SALES ORDER WITH REFERENCE TO TERMS AND CONDITIONS OF MCSA]

Schedule B To Master Content Subscription Agreement

OpenSesame Service Level Agreement

This document enumerates OpenSesame's Service Targets pertaining to eLearning Application Uptime and Account Management / Customer Support service response time goals.

Definitions:

- Business Day: Monday through Friday, excluding the U.S. Holidays listed below and all UK Bank Holidays.
- US Holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - The day after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
- Support Hours: 24 hour Support (Pacific Time Zone) every Business Day
- eLearning Application: OpenSesame course delivery system available at <https://player.opensesame.com>
- Customer Support: communication between customer and OpenSesame regarding any problem accessing course content or the OpenSesame eLearning Application. All Customer Support emails must be sent to support@opensesame.com.
- Account Management: communication between customer and OpenSesame regarding project management, payment, adding courses to LMS, reports, or any other non-Customer Support issue. Account Management emails must be sent to customer's assigned OpenSesame account manager.
- Maintenance: activities which may affect Availability of eLearning Application
- Maintenance Window: the period of time between 8PM and 11:59PM Every Monday (Pacific Time Zone) which OpenSesame has reserved for Maintenance. System Availability is usually maintained during this period.
- Scheduled Maintenance: Maintenance occurring outside Maintenance Window which has been communicated to customer 7 or more days in advance. OpenSesame will undertake no more than 12 hours of Scheduled Maintenance per calendar year.
- Emergency Maintenance: Maintenance, usually in the case of applying emergency security patches or security issue remediation, which occurs outside Maintenance Window and is not communicated 7 days in advance.
- Availability: the eLearning Application is considered to be Available if no more than 1 consecutive request made by OpenSesame's internal and external monitoring systems results in error. eLearning Application is considered to be Available again once more than 1 consecutive monitoring request is successful. Maintenance Window, Scheduled Maintenance, and Emergency Maintenance periods are excluded from Availability calculation. Functioning of individual courses is not included in Availability calculation.

- Uptime: period of time during which eLearning Application is Available. OpenSesame eLearning Application Uptime over the 24 months ending 7/27/2022 is 99.98%
- Response Time: period between initial communication by customer and OpenSesame's first response. First response is not an automated reply but a member of OpenSesame's support staff who will begin to resolve or escalate the case.
- Platform Support Incident: a Customer Support incident in which one or more users is unable to access the eLearning Application in its entirety. Does not pertain to individual courses.
- Content Support Incident: a Customer Support incident in which one or more users is unable to access a specific course (but the eLearning Application platform is still available).

Service Levels:

Category	Measurement Factor	KPI Target
eLearning Application	Availability	99.5%, measured monthly
Account Management	Response Time	Next Business Day
Customer Support: Live Chat	Response Time during Support Hours	15 seconds
Customer Support: Email	Response Time during Support Hours	15 minutes
Customer Support: Phone	Response Time during Support Hours	15 seconds

Support Incident Response Definitions:

Category	Scope	Response
Platform Support Incident	Customer-Wide, Platform-Wide	Upon receipt of a Customer-Wide or Platform-Wide incident, OpenSesame support team will commence resolution activities within 1 hour

Platform Support Incident	Specific customer geographical location or specific user	Upon receipt of an incident affecting only a specific location or user, OpenSesame support team will commence resolution activities within 6 hours, or the next business day if incident occurs outside Support Hours
Content Support Incident	Specific OpenSesame course or course vendor	Upon receipt of an incident affecting a specific course or vendor, OpenSesame support team will commence resolution activities within 6 hours, or the next business day if incident occurs outside Support Hours. If OpenSesame support team is unable to resolve the issue within one business day, we will contact course vendor within 24 hours and work with them to resolve the issue.

Support Case Escalation:

Our Support team includes dedicated engineering resources and OpenSesame's support workflow routes support cases requiring escalation to them without the need for a request from the customer. Support engineers consult and collaborate with the platform engineering team as necessary to resolve customer issues according to this SLA.

Notification of eLearning Application platform changes:

OpenSesame will notify customer at least 7 days advance of changes to the eLearning Application deemed likely to affect a Service Level or Customer access to the application. Customer will provide contact information for two individuals to whom this information should be provided.

Exception: In case of security incident or vulnerability detection, OpenSesame will take immediate Maintenance action to patch or remediate the affected systems and will notify customer once the Maintenance is complete.

Monitoring:

OpenSesame actively monitors all system components. OpenSesame IT Operations staff are automatically notified of any irregularity in monitoring data.

Notification of downtime:

OpenSesame will notify customers in case of downtime lasting longer than 30 minutes caused by technical failure beyond our control.