

Sales Order No. Q-36742 | Date: 12/20/2023 | Expires: 12/21/2023

Sales Order

CUSTOMER

City of Ann Arbor MI
 301 E Huron St.
 Ann Arbor, Michigan 48104
 United States

Contact: Kyle Spade | kspade@a2gov.org

Start Date: 2/1/2024 | Billing Date: Upon signature | Billing Frequency: Annually

ITEM	USERS	MONTHLY USER PRICE**	TERM MONTHS*	START DATE*	END DATE*	TOTAL PRICE
OpenSesame Plus Complete Subscription	1,200	\$3.42	32	2/1/2024	9/30/2026	\$131,328.00
						\$131,328.00

*OpenSesame may adjust the Order Start and End Date depending on the date Customer executes this Sales Order. Any adjustment will not impact Total Price or term length. Customer can contact Customer Service at any time to confirm the Start Date.

**The Monthly/Unit Price has been rounded to two decimal places for display purposes. The Annual Price for this order was calculated using the actual unrounded price.

Prices do not include applicable taxes, which are the responsibility of Customer. This is not an invoice.

Credit for Unused Pre-paid Funds

Upon execution, a one-time credit for unused pre-paid funds from the previous license purchase in the amount of \$25,586.64 will be applied to the new license amount specified above. Credit is calculated based on the Start Date set forth above. A change to the Start Date may impact the amount of credit actually applied, and any changes will be reflected on your invoice.

Enterprise License

Buyer is buying 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 reallocate 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.

Terms & Conditions

PAYMENT TERMS NET 30 FROM DATE OF INVOICE. INVOICE SENT UPON EXECUTION HEREOF.

This Sales Order supersedes and replaces Sales Order Q-32584 dated 20 September 2023 between the parties.

If you are purchasing an annual or multi-year OpenSesame Plus subscription, the initial term of this Sales Order shall be coextensive with the purchased license term, starting from the date OpenSesame enables Customer's access to courses, and shall automatically renew for subsequent 12 month terms, subject to standard OpenSesame pricing changes. Customer may terminate any subsequent term by providing 30 days written notice before commencement thereof.

If you are purchasing a Volume Purchase License, Site License, or Pay Per Use program, then the term of this Sales Order shall be 12 months from the date OpenSesame enables Customer's access to courses, and shall automatically renew for subsequent 12 month terms, subject to standard OpenSesame pricing changes. Customer may terminate any subsequent term by providing 30 days written notice before commencement thereof.

OpenSesame reserves the right to disable courses and terminate this Sales Order in the event of late payment.

This Sales Order is subject to the terms and conditions of the Master Content Subscription Agreement by and between the parties.

Signatures

City of Ann Arbor MI

OpenSesame Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

To change the signer, [follow these instructions](#).

Billing Instructions

Please enter the email address of the individual (or department) to receive your OpenSesame invoice. If required, please enter your company's purchase order number and/or billing portal instructions.

Billing Email:

Purchase Order Number:

Billing Portal Instructions:

If your company is exempt from sales tax, please email your sales tax exemption certificate to ar@opensesame.com.