

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 Corpus Christi, a Texas home-rule municipal corporation with its principal office at 1201 Leopard St, Corpus Christi, TX 78401 ("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. The first Sales Order executed under this Agreement has a total value of \$67,800. Buyer represents that it is a tax-exempt entity and will provide OpenSesame a certificate evidencing its status.

2.2. Invoicing. Unless otherwise specified in a Sales Order, OpenSesame will submit invoices for all Courses to be delivered on either a one-time or monthly 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 or otherwise enforce its rights under this Agreement.

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 copy, record, edit or alter or otherwise interfere with the Courses provided by 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) not 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.

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, ten (10) hours of Course curation / selection services are offered per year.

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. Course curation / selection services are not offered.

3.4.4.1. 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. One (1) hour of Course curation / selection services per year is offered.

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.

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, non-infringement, 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.

To the extent permitted by the constitution and laws of the State of Texas, Customer shall indemnify, defend, and hold harmless OpenSesame and its Publishers from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorney's fees and costs) arising out of or in connection with any claim arising out of or relating to (a) a claim related to Customer's use of OpenSesame or the Courses in breach of this Agreement or any related Sales Order, or (b) any action by Customer that violates any intellectual property rights of OpenSesame or its Publishers. This indemnification obligation is subject to Customer receiving (i) prompt written notice of such claim (in any event sufficient for Customer to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of OpenSesame at Customer's expense.

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 (the "MCSA Term"). The parties can agree in writing to extend the term of this Agreement beyond the initial term, and any extensions will be considered a part of 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.

Following termination, Customer 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, called Personal Data under the US-EU Privacy Shield Program. 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.

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 Texas, without regard to conflict of laws principles. 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, including reasonable costs of investigation and reasonable attorneys' fees.

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. 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.

9.8. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the Buyer, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the Buyer's City Council to determine whether or not to fund this Agreement. The Buyer does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

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

OPENSESAME INC.

By Tom Turnbull
Tom Turnbull (Oct 8, 2020 10:05 PDT)

Name Tom Turnbull

Its VP of Business & Legal Affairs

Date Oct 8, 2020

BUYER

By _____

Name _____

Its _____

Date _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Schedule A To Master Content Subscription Agreement

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