



Exhibit B

Supplier Commercial Terms and Conditions Addendum

MASTER CONTENT SUBSCRIPTION AGREEMENT

This master content subscription agreement (“MCSA”) is made as of the later of the dates of the signatures below (“Effective Date”) between OpenSesame Inc., a Delaware corporation with a principal address at 1606 Headway Cir., Suite 9405, Austin, TX 78754 (“OpenSesame”) and _____, with a principal address at _____ (“Customer”) (each a “Party” and collectively the “Parties”).

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

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

WHEREAS, Customer has a contractual relationship with Vertosoft LLC (“Vertosoft”) for the procurement of goods and services (the “Vertosoft Contract”), and wishes to purchase access to Courses from OpenSesame under the Vertosoft Contract;

WHEREAS, Customer and OpenSesame wish to execute this MCSA to establish the terms and conditions applicable to Customer’s access to and use of the Courses as resold to Customer by Vertosoft;

NOW, THEREFORE, for and in consideration of the promises and agreements of 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 MCSA Term (as defined below), OpenSesame agrees to provide Courses and/or other services to Customer and its Affiliates in accordance with the specifications of each quote for OpenSesame services provided by Vertosoft to Customer for which a purchase order is issued by Customer (“Quote”). Customer will reference Quotes specifically when issuing such purchase orders. “Affiliate” as used herein mean any corporation, partnership, trust or other entity which either: (i) owns such party; (ii) is owned by such party; (iii) controls such party; (iv) is controlled by such party; or (v) is under the common control with such party by an Affiliate of both the entity and such party.

2. CHARGES.

In consideration for the Courses to be provided by OpenSesame, Customer will pay Vertosoft in accordance with the fees set forth in each Quote. Customer is responsible to pay any applicable taxes, including sales tax. Vertosoft will submit invoices, and Customer will pay such invoices, in accordance with the payment terms in the Vertosoft Contract.

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 Quote (“License Type”), as described in Section 3.4 (License Types). 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 Customer has violated the terms of its license.

3.2. Other Limitations. Customer will not: (a) allow minors to access the Courses or OpenSesame’s systems; (b) copy, record, edit or alter or otherwise interfere with the Courses provided by OpenSesame, including but not limited to: (i) use recording equipment to record during playback of the Courses; (ii) overlay the Courses with other audio, video or images or distorting the quality of the training programs; (iii) remove, edit or otherwise interfere with (or



attempt to remove, edit or otherwise interfere with) any names, marks, logos or branding on the Courses; (iv) interfere with or disrupt (or attempt to interfere or disrupt) the proper operation of OpenSesame's software, hardware, systems or networks or courses, including but not limited to 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 will take reasonable care to avoid transmitting such files negligently; and (v) use any logo or brand name 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. Customer 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, or allow usage other than in accordance with applicable law. In particular, Customer 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 other than internal employee training; or (c) falsify the origin or source of any content or other material. Customer'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 Quote will clearly set forth the License Type, the initial length of the license (the "License Term") and, where applicable, the number of users for which licenses are being purchased. Customer's particular purchase will not necessarily include all of these License Types, nor is Customer obligated to purchase any particular License Type.

- (a) Volume Purchase License. Customer may purchase access to an individual Course or Course bundle for a specific number of users (a "Volume Purchase License"). Under a Volume Purchase License, licensed users will have twelve (12) months to access the purchased Course(s) from the date OpenSesame enables access to such Course(s), unless a longer License Term is indicated on the applicable Quote. Additional user licenses may be added mid-term at the original per user license purchase price. Any such additional user licenses purchased mid-term will expire co-terminate with the original purchase. For a Volume Purchase License, a Course is deemed accessed upon initial launch.
- (b) Site License Purchases. Customer may purchase access to an individual Course or Course bundle for an unlimited number of users from an individual company (limited to a single Internet domain) (a "Site License"). Under a Site License, users may access the applicable Course(s) for the entire License Term of the purchase (from the date OpenSesame enables access to such Course(s)).
- (c) Pay Per Use Licenses. Customer may purchase pay-per-use access to an individual Course (a "Pay Per Use License"). Under a Pay Per Use License, Customer will pay a fixed price each time a user accesses such Course. For Pay Per Use Licenses, a Course is deemed accessed when a user (i) views at least two (2) minutes of the Course, (ii) launches the Course two times, or (iii) completes the Course; whichever occurs first.
- (d) OpenSesame Plus Subscription Licenses. Customer may purchase a subscription to OpenSesame's "Plus Library" of Courses for a limited number of licensed users (a "Plus License"). The Plus Library is a specific subset of OpenSesame Courses and is subject to change from time to time at OpenSesame's discretion. Under a Plus License, licensed users may access Courses in the Plus Library an unlimited number of times throughout the License Term, as indicated on the applicable Quote. Plus Licenses come in one of several types that determine the number of Courses to which licensed users will have access, as further detailed below. The specific type of Plus License will be indicated on the applicable Quote. Customer will designate one or more licensed users as "Administrators" to select the specific Courses to which other licensed users will have access. For Plus Licenses, user licenses are deemed consumed upon initial launch of a Course.
 - (i) Plus Complete. Licensed users on a Plus Complete subscription may access an unlimited number of Courses from the Plus Library throughout the License Term. Plus Complete subscriptions include up to ten (10) hours of Course curation / selection services per year of the License Term.
 - (ii) Plus 100. Licensed users on Plus 100 subscription may access up to 100 Courses from the Plus Library selected by Customer's Administrators. Administrators may substitute selected Courses once every three (3) months of the License Term. Plus 100 subscriptions include up to one (1) hour of Course curation / selection services per year of the License Term.



- (iii) Plus 25. Licensed users on a Plus 25 subscription may access up to to 25 Courses from the Plus Library selected by Customer’s Administrator(s). Administrators may substitute selected Courses once every six (6) months of the License Term. Plus 25 subscriptions do not include Course curation / selection services.

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

3.6. Additional Products. Customer’s purchase of Course licenses is governed by the terms of this MCSA. To the extent Customer purchase licenses to, or otherwise accesses, any other OpenSesame products, additional terms for those products, found at www.opensesame.com/legal, will apply, solely as related to those products, and are incorporated by reference into this MCSA.

4. LIMITATION OF LIABILITY; INDEMNIFICATION.

4.1. Limitation of Liability. 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. Customer is responsible for conducting its own research before choosing a Course. This is the case even in the event that Customer requests assistance from OpenSesame in selecting Courses. Except with respect to its indemnification obligations below, OpenSesame’s cumulative and sole liability for any claim will be limited to the fees paid and payable by Customer for Courses over the 12-month period preceding the event that gave rise to such claim (“General Liability Cap”).

4.2. Indemnification by Customer. Customer shall indemnify, defend, and hold harmless OpenSesame and its Publishers, and their respective directors, officers, employees and agents, from and against any and all claims, actions, demands, settlements, fees, costs, damages, losses, liabilities and expenses of any type (including reasonable attorney’s fees and costs) (“Losses”) incurred by OpenSesame resulting from any third-party claim, suit, action, or proceeding in connection with Customer’s use of the Courses, including any related intellectual property, in breach of this MCSA. 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.

4.3. Indemnification by OpenSesame.

- (a) OpenSesame shall indemnify, defend, and hold harmless Customer, and its respective directors, officers, employees and agents, from and against any and all Losses incurred by Customer resulting from any third-party claim, suit, action, or proceeding that the Courses, or any use of the Courses in accordance with this MCSA, infringes or misappropriates such third party’s intellectual property rights, provided that Customer (i) promptly notifies OpenSesame in writing of such claim (in any event sufficient for OpenSesame to respond without prejudice), (ii) allows OpenSesame sole authority to control and direct the investigation, defense and/or settlement of such claim, and (iii) cooperates with OpenSesame.
- (b) If a claim is made or appears possible, OpenSesame may, at OpenSesame’s sole discretion (i) replace the Course with a substantially similar Course; (ii) modify the Course, or component or part thereof, to make it non-infringing, or (iii) obtain the right for Customer to continue use.
- (c) THIS SECTION 4.3 SETS FORTH CUSTOMER’S SOLE REMEDIES AND OPENSESAME’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE COURSES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL OPENSESAME’S LIABILITY UNDER THIS SECTION 4.3 EXCEED THE AMOUNT BELOW (“INDEMNIFIED CLAIMS CAP”).

Total Annual Fees*	Indemnified Claims Cap
Less than \$50,000 USD	General Liability Cap



\$50,000-\$250,000 USD	Up to \$500,000 USD
\$250,001-\$500,000 USD	Up to \$1,000,000 USD
\$500,001+ USD	Greater of 3x the General Liability Cap or \$2,000,000 USD

*Consists of total fees paid and payable for purchase of Courses in the twelve (12) month period preceding the date of the claim.

4.4. No Consequential Damages. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MCSA OR THE EXERCISE OF ITS RIGHTS HEREUNDER, INCLUDING LOST PROFITS ARISING FROM OR RELATING TO ANY BREACH OF THIS MCSA, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. NOTHING IN THIS SECTION 4.4 IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY.

4.5. Reliance. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS MCSA HAS BEEN ENTERED INTO IN RELIANCE ON THE LIMITATIONS OF LIABILITY IN THIS SECTION 4 AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

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 Customer purchases a Volume Purchase License and a purchased course is removed other than due to a breach by Customer, OpenSesame shall issue a pro rata refund of the purchase price for such course license.

6. TERM AND TERMINATION.

6.1. 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, provided that such termination shall not be effective until termination of all outstanding Sales Orders issued hereunder (the "MCSA Term"). Licenses will commence and conclude as described in each Quote. Completion or termination of any particular license will not by itself constitute termination of this MCSA, it being the intent of both Parties to leave this MCSA in effect until terminated.

6.2. Following termination, Customer will delete from its system any archived materials printed or published for end users that have accessed such content during the MCSA 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 business email address. For employees taking training through Customer's learning management system ("LMS"), OpenSesame only collects the data that is provided by that LMS. Generally this is Student Name and Student ID. Customer may choose to not pass OpenSesame this information; however, that will limit OpenSesame's ability to provide end user support and provide completion certificates. Customer agrees that OpenSesame may transfer Personal Data to third parties for the purposes of delivering the Courses and related services. OpenSesame's policy is to permanently anonymize student data in production 90 days after termination of this MCSA. OpenSesame will be deemed to have provided any data processing notice required hereunder or under applicable law if such notice is delivered through its Trust Center. Customer may subscribe to Trust Center notifications at <https://security.opensesame.com/>.

8. ASSIGNMENT.

This MCSA may not be assigned by either Party without the prior written consent of the other Party, except that OpenSesame or Customer may assign this MCSA to any transferee in connection with the transfer of all or substantially all of OpenSesame or Customer's business or assets. Any attempt to assign this MCSA or any rights, interests, or obligations hereunder in violation of this Section 8 shall be void and of no effect. This MCSA shall bind and inure to the benefit of the Parties hereto and their permitted successors and assigns.



9. GENERAL PROVISIONS.

9.1. **Applicable Law.** This MCSA will be governed by and construed in accordance with the laws of the State of Delaware, 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 MCSA, including reasonable costs of investigation and reasonable attorneys' fees.

9.2. **Insurance.** Throughout the MCSA Term, OpenSesame shall maintain the following minimum insurance requirements. Upon request, OpenSesame shall provide to Customer a certificate of insurance evidencing the below.

- a. Commercial General Liability with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate;
- b. Umbrella Liability with minimum limits of \$4,000,000 per occurrence and \$4,000,000 aggregate; and
- c. Tech Errors and Omissions and Cyber Liability with minimum limits of \$5,000,000 each claim and \$5,000,000 aggregate.

9.3. **Confidentiality.** The Parties agree to keep confidential all non-public information and materials they learn or obtain about the business, plans, practices, and policies of the other Party. The receiving Party will not disclose such information, or use it to benefit a third party, without the disclosing Party's prior written consent, unless such information or material becomes public knowledge as a result of lawful publication by someone other than the receiving Party. This prohibition will survive for three (3) years following the termination of this MCSA. Notwithstanding the foregoing, OpenSesame may disclose such information to third parties as necessary to exercise its rights and perform its obligations under this MCSA, provided such third parties are similarly obligated to hold such information in confidence and prevented from using such information for any purpose other than providing the requested services to OpenSesame.

9.4. **Waiver.** The waiver of a breach of this MCSA or the failure of a Party to exercise any right under this MCSA 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.

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

9.6. **Severability.** In the event that any portion of this MCSA will be deemed unenforceable, the remainder of this MCSA 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 to reflect the intent of the Parties.

9.7. **Force Majeure.** Other than Customer's payment obligations herein, either Party hereto will be temporarily excused from performance hereunder 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.

9.8. **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.

9.9. **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.

9.10. **Compliance.** OpenSesame reserves the right to terminate this MCSA and any license issued hereunder upon written notice if it becomes aware that Customer 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.

9.11. **Entire Agreement.** The MCSA 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. The terms in any Customer-provided purchase order or business form will not amend or modify this MCSA and are expressly rejected by OpenSesame; any of these Customer-provided documents are for administrative purposes only and have no legal effect, even if signed by OpenSesame. Each Party represents and warrants that the individual



executing this MCSA on its behalf has been duly authorized to execute and deliver this MCSA and to bind such Party to the terms and conditions hereof.

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

CUSTOMER		OPENSESAME INC.	
By:	_____	By:	_____
Name:	_____	Name:	_____
Its:	_____	Its:	_____
Date:	_____	Date:	_____