



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 or in the order under GSA Schedule Contracts that incorporates this Agreement ("Effective Date") between OpenSesame Inc., a Delaware corporation with a principal address at 1606 Headway Cir., Suite 9405, Austin, TX 78754 ("OpenSesame") and Ordering Activity under GSA Schedule contracts identified in the Order ("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 at the rates specified in the GSA Schedule Contract. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). 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 in accordance with the Disputes Clause (Contract Disputes Act) 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 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 will be subject to separate agreement between the Parties.

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. To the extent expressly authorized by Federal statute, 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. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- (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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

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 the Privacy Policy attached hereto as Attachment 1, 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 in accordance with the provisions set forth at FAR 42.1204. 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 Federal laws of the United States.

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. OpenSesame recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

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. In accordance with FAR Clause 52.212-4(f), 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:	_____



Attachment 1

Privacy Policy

Your privacy is of paramount importance to us. This Privacy Policy (this "**Policy**") outlines our practices concerning the collection, use, and disclosure of your personal information through our website, www.opensesame.com, and any related services, sales, marketing, or events (collectively referred to as the "**Services**"). For specific terms relating to GDPR and CCPA, see Section XIII (Jurisdiction-Specific Provisions).

I. INTRODUCTION

At OpenSesame Inc. ("**OpenSesame**"), we are committed to protecting your personal information and respecting your privacy in accordance with applicable state and international laws. This Policy explains how we handle personal information collected from and about our users, customers, and visitors when they use our Services, interact with us, or otherwise engage with our offerings. It is designed to inform you about our practices regarding the collection, use, and sharing of the information you provide to us or that we gather when you interact with our Services.

By accessing or using our Services, you agree to the collection and use of information in accordance with this Policy. We encourage you to read this Policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, please do not use our Services. By continuing to use our Services, you are accepting and consenting to the practices described in this policy.

This Policy is a binding contract between OpenSesame and you, and is integral to the terms of the Agreement between you and OpenSesame and subject to them. We may update this Policy from time to time. We encourage you to review this Policy periodically to stay informed about our policies and practices. Your continued use of our Services after any modification to this Policy will constitute your acceptance of such modifications and updates.

Who is OpenSesame?

OpenSesame is a provider of elearning and certification courses that address a broad range of business needs from management and leadership, soft skills, HR, IT and more. With over 30,000 offerings in a variety of formats and languages, we are poised to help businesses prepare their employees today and into the future. OpenSesame also offers other products and services related to elearning and skills development.

II. INFORMATION COLLECTION

OpenSesame may collect two types of information:

Aggregate Information. For purposes of this Policy, information relating to your use of the Services that is anonymous and/or aggregated (such as pages visited on the Site, browser type, referring URL, IP address) will be referred to as "**Aggregate Information.**" We also collect course activity data (including enrollment, launch, completion, and review data) that, when anonymized and/or aggregated (either at the time of collection or at the end of your relationship with us), will also constitute Aggregate Information. Aggregate Information is owned by us and is not connected to you or to any other personally identifiable information relating to you. If you are an Oro customer, Aggregate Information also may include anonymized and aggregate information from your Oro profile.

Personal Information. For purposes of this Policy, personally identifiable information that is connected to you or other personally identifiable information relating to you, including, but not limited to your name, billing address, payment information, or email address, will be referred to as "**Personal Information.**"

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our customers. For example, information that our customers provide to us related to the Services for which they engage us.
- Indirectly from our customers. For example, through information we collect from our customers through their use of the Services.
- Directly and indirectly from activity on our website. For example, from submissions through our website portal or website usage details collected automatically.
- From third parties if you have provided your consent for such third parties to share your personal information with us

The following is a description of the categories of Personal Information that OpenSesame may collect while utilizing the Site or providing Services:

Category	Examples	Collected?	GDPR Lawful basis for processing



Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))
Personal information categories (as listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))
Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES (for job applicants only)	Consent to processing (Article 6(1)(c))
Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	NO	N/A
Biometric information	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO	N/A
Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))
Geolocation data	Physical location or movements.	NO	N/A
Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	NO	N/A
Professional or employment-related information	Current or past job history or performance evaluations.	YES (for job applicants or Oro users only)	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))



Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES (for Oro users only)	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))
Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES (for Oro users only)	Consent to processing (Article 6(1)(c)) and/or contractual necessity (Article 6(1)(b))
Sensitive personal information	Government identifiers, precise geolocation, information concerning sexual orientation, racial or ethnic origin, religious or philosophical beliefs, union membership, citizenship and immigration status, and mental and physical health conditions or diagnoses.	NO	N/A

III. USE OF INFORMATION

Aggregate Information. At OpenSesame, we utilize Aggregate Information to enhance our services and user experiences. This includes generating statistical reports to identify usage trends and service improvements. Aggregate Information, by nature, does not identify you personally; it helps us understand how our services are used collectively.

Personal Information. The Personal Information you provide enables us to offer and improve our Services tailored to your needs. This includes:

- Fulfilling requests for products and services;
- Customizing content and user experiences;
- Communicating about promotions, specials, and new products;
- Facilitating the overall use of our website and Services; or
- Carrying out any other purpose described to you at the time the Personal Information is collected.

Third-Party Interactions. OpenSesame partners with third-party service providers and advisors to assist in supporting our website and Services, including without limitation: (i) third-party service providers we use for shipping, credit card processing, and communication regarding OpenSesame's Services; and (ii) third-party advertising, marketing or analytics companies who may use your Personal Information in order to assist OpenSesame with its marketing or advertising or to otherwise provide OpenSesame with analytics services such as analyzing consumer or market trends. These partners are carefully selected and obligated to protect your information and use it solely for the purposes for which they have been engaged. When OpenSesame engages third parties such as these, OpenSesame requires that the third parties comply with this Policy and any other appropriate confidentiality and security measures. OpenSesame may also share Personal Information with any third parties in limited circumstances, including (i) when replying to requests of public authorities or any other government agencies; (ii) preventing fraud or imminent harm; and (iii) ensuring the security of OpenSesame's network and services. We may also share your Personal Information with OpenSesame's professional advisors such as attorneys or accountants in order to facilitate these professionals in the provision of their services to OpenSesame.

We respect your privacy rights and include provisions in this Policy for you to understand and control how your personal information is used. For detailed information on your rights and how to exercise them, please refer to Section VI (User Rights).

IV. INFORMATION SHARING AND DISCLOSURE

Personal Information. OpenSesame does not sell, rent or share personally identifiable information to or with any third party not affiliated with or owned by OpenSesame, except that you grant OpenSesame the right to disclose such information to service providers who may assist OpenSesame in providing services to you or in reporting the completion of certain types of training. No mobile information will be shared with third parties/affiliates for marketing/promotional purposes.

Aggregate Information. Aggregate information is used solely for internal purposes to help OpenSesame improve its users' experience and to better provide its Services to you.

Disclosure to Comply With Laws or Respond to Other Requests. OpenSesame has the right to disclose an individual's personal information as deemed reasonably appropriate by OpenSesame: (i) in response to a request by any public authorities or any other government agencies, including without limitation to meet national security or law enforcement requirements or requests; (ii) to assist in replying to any other legal process, including without limitation any subpoena from any party or any order of any public authorities or other government agencies; or (iii) to assist in complying with any other laws or regulations, including without limitation, any tax reporting requirements.



Business Transition. In the event OpenSesame goes through a business transition, such as a merger, acquisition by another company, or a sale of a portion of OpenSesame's assets, our customers' Personal Information may be part of the assets transferred. Disclosure of users' Personal Information in such a situation, or in contemplation of such a situation, shall be deemed consistent with this Policy. However, such a transfer may result in a change in this Policy, and you are advised and strongly encouraged to review this Policy frequently.

V. INTERNATIONAL DATA TRANSFERS

This section explains how we handle such international transfers of personal data to ensure your privacy is safeguarded in accordance with applicable data protection laws. OpenSesame is headquartered in Austin, Texas, and processes Personal Information exclusively in the United States. Personal Information of international users will be transferred to and processed exclusively within the United States.

Data Privacy Framework Principles

EU-US and Swiss-US Data Privacy Framework Privacy Statement For EU, UK, and Swiss Individuals

OpenSesame Inc. complies with the EU-U.S. Data Privacy program Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy program Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. OpenSesame Inc. has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework program Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union and the United Kingdom in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF. OpenSesame Inc. has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit <https://www.dataprivacyframework.gov/>.

The Federal Trade Commission (FTC) has jurisdiction with enforcement authority over OpenSesame's compliance with the Data Privacy Framework. All OpenSesame employees who handle Personal Data from Europe, the UK, and Switzerland are required to comply with the Principles stated in this Policy.

A. SCOPE

This Policy applies to the processing of Individual Customer Personal Data that OpenSesame receives in the United States concerning Individual Customers who reside in the European Union, the UK, and Switzerland. OpenSesame provides products and services to businesses and consumers. This Policy does not cover data from which individual persons cannot be identified or situations in which pseudonyms are used. (The use of pseudonyms involves the replacement of names or other identifiers with substitutes so that identification of individual persons is not possible.)

B. RESPONSIBILITIES AND MANAGEMENT

OpenSesame has designated the Legal Department to oversee its information security program, including its compliance with the EU-US and Swiss-US Data Privacy Framework Principles programs. The Legal Department shall review and approve any material changes to this program as necessary. Any questions, concerns, or comments regarding this Policy also may be directed to legal-notices@OpenSesame.com. OpenSesame will maintain, monitor, test, and upgrade information security policies, practices, and systems to assist in protecting the Personal Data that it collects. OpenSesame personnel will receive training, as applicable, to effectively implement this Policy. Please refer to Section VII (Data Security) for a discussion of the steps that OpenSesame has undertaken to protect Personal Data.

C. RENEWAL / VERIFICATION

OpenSesame will recertify its participation in the EU-US and Swiss-US Data Privacy Framework Principles annually, unless it subsequently determines that it no longer needs such certification or if it employs a different adequacy mechanism. Prior to the recertification, OpenSesame will conduct an in house verification to ensure that its attestations and assertions with regard to its treatment of Individual Customer Personal Data are accurate and that the company has appropriately implemented these practices. Specifically, as part of the verification process, OpenSesame will undertake the following:

- Review this Data Privacy Framework Principles policy and its publicly posted website privacy policy to ensure that these policies accurately describe the practices regarding the collection of Individual Customer Personal Data
- Ensure that the publicly posted privacy policy informs Individual EU, UK, and Swiss Customers of OpenSesame's participation in the EU-US and Swiss-US Data Privacy Framework Principles programs and where to obtain a copy of additional information (e.g., a copy of this Policy)
- Ensure that this Policy continues to comply with the Data Privacy Framework Principles
- Confirm that Individual Customers are made aware of the process for addressing complaints and any independent dispute resolution process (OpenSesame may do so through its publicly posted website, Individual Customer contract, or both)
- Review its processes and procedures for training Employees about OpenSesame's participation in the Data Privacy Framework programs and the appropriate handling of Individual's Personal Data. OpenSesame will prepare an internal verification statement on an annual basis.

D. RECOURSE MECHANISM



In compliance with the EU-US Data Privacy Framework Principles and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, OpenSesame Inc. commits to resolve complaints about your privacy and our collection or use of your personal information transferred to the United States pursuant to the DPF Principles. European Union, UK, and Swiss individuals with DPF inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact OpenSesame Inc. at security@opensesame.com

OpenSesame Inc. has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by JAMS. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit <https://www.jamsadr.com/DPF-Dispute-Resolution> for more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See <https://www.dataprivacyframework.gov/framework-article/ANNEX-I-introduction>

E. LIABILITY FOR ONWARD TRANSFERS

In the context of an onward transfer, OpenSesame has responsibility for the processing of personal information it receives under the Data Privacy Framework Principles and subsequently transfers to a third party acting as an agent on its behalf. OpenSesame shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless it proves that it is not responsible for the event giving rise to the damage.

VI. USER RIGHTS

When applicable, data privacy laws may provide you with certain user rights regarding your data. This section outlines these potential rights and how you can exercise these rights.

Right to Access. You may have the right to request access to the Personal Information OpenSesame holds about you. This may include the right to be informed about the nature, processing, and disclosure of your data.

Right to Rectification. If any Personal Information we hold about you is incorrect or incomplete, you may have the right to request that we correct or complete it.

Right to Erasure ('Right to be Forgotten'). You may have the right to request the deletion or removal of Personal Information when there is no legal basis for its continued processing by OpenSesame.

Right to Restrict Processing. You may have the right to 'block' or suppress further use of your Personal Information under certain conditions. When processing is restricted, we may still store your information but will not use it further.

Right to Data Portability. You may have the right to obtain and reuse your Personal Information for your own purposes across different services in a safe and secure way, without affecting its usability.

Right to Object. You may have the right to object to the processing of your Personal Information based on legitimate interests, direct marketing (including profiling), and processing for scientific or historical research and statistics.

Rights in relation to Automated Decision Making and Profiling. You may have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.

VII. DATA SECURITY

OpenSesame takes commercially reasonable precautions to protect your Personal Information. However, given the nature of the Internet and the fact that network security measures are not infallible, OpenSesame cannot guarantee the security of Personal Information submitted through the Site. OpenSesame also takes commercially reasonable offline efforts to protect your Personal Information. OpenSesame also makes commercially reasonable efforts to restrict access to Personal Information to employees who need the information to perform a specific job. OpenSesame maintains commercially reasonable physical, electronic and managerial procedures to safeguard the Personal Information OpenSesame collects.

VIII. DATA RETENTION

OpenSesame retains personal information in production for the duration of your business relationship with OpenSesame and for up to 90 days thereafter to allow you to recover your account if you decide to renew. For more information on where and how long your personal information is stored, and for more information on your rights of erasure and portability, please contact us using the contact information provided in Section XII (Contact Information).

IX. COOKIES; LINKS

Cookies. OpenSesame may use "cookies" to recognize and count new visitors and to acquire Aggregate Information that lets OpenSesame analyze traffic patterns and tune the performance and functionality of our website and the Services. A cookie is a small text file that is placed on your device when you visit a website. It contains specific information that allows the Site to "recognize" your computer the next time you visit. The most important use for cookies is to eliminate the need for you to re-enter your information every time you visit the website. Most browsers accept cookies by default, but you can turn



off cookies using your browser settings. If you turn off cookies, certain website features may no longer work or may work differently. Please note that when you accept a cookie from the website, OpenSesame does not gain access to your device or personal information other than the information you have provided to us. OpenSesame does not provide cookie information to any third party. By using our site, you agree to our use of cookies. For more details on managing cookies, check your browser's help section.

Links. The Site contains or may contain links to other web sites, including without limitation social media sites. OpenSesame is not responsible for the privacy practices or content of these other web sites. This Policy applies solely to information collected by the Site. OpenSesame encourages you to be aware when you leave the Site and to read the privacy statements of each and every web site that collects Personal Information.

X. CHILDREN'S PRIVACY

OpenSesame is committed to protecting the privacy of children. In compliance with the Children's Online Privacy Protection Act (COPPA) and the FTC's Rule interpreting COPPA (16 CFR § 512), our website and Services are not directed towards children under the age of 13. Furthermore, OpenSesame does not knowingly collect any Personal Information from children under 13 years of age in any manner.

XI. UPDATES TO THE PRIVACY POLICY

We reserve the right to non-materially amend this Policy at our discretion and at any time and from time to time. When we make material changes to this Policy, we will use commercially reasonable efforts to notify you; provided, however, you agree that it will be deemed commercially reasonable if OpenSesame provides you with this notice either by email or through a notice on our website homepage. You agree that your continued use of this site or of any of our Services constitutes your acceptance of these non-material changes. Thus, you should regularly review and print this Policy for your records.

XII. CONTACT INFORMATION

If you wish to exercise your rights under this Policy, or if you have any questions, comments or concerns regarding this Policy or your experiences with the Services, please do not hesitate to get in touch with us using the details provided below.

Email: security@opensesame.com

Address: 1606 Headway Cir, Suite 9405, Austin, TX 78754, United States of America, ATTN: Legal Department

Phone: (503) 808-1268

XIII. JURISDICTION-SPECIFIC PROVISIONS

California Privacy Rights

OpenSesame is dedicated to upholding the privacy rights of California residents in compliance with the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA). This section details the rights afforded to California residents under these laws and explains how to exercise them.

Rights Under CCPA and CPRA:

- Right to Know: You can request disclosure of the specific pieces and categories of personal information OpenSesame has collected, used, disclosed, and sold about you in the past 12 months. We have collected the categories of personal information listed in Section II from consumers within the last twelve (12) months (California job applicants and employees click [here](#) for additional information). Once we receive and confirm your verifiable consumer request, we will disclose to you:
 - The categories of personal information we collected about you.
 - The categories of sources for the personal information we collected about you.
 - Our business or commercial purpose for collecting or selling that personal information.
 - The categories of third parties with whom we share that personal information.
 - The specific pieces of personal information we collected about you (also called a data portability request).
 - If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
- Right to Delete: You have the right to request the deletion of personal information collected from you, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service providers to:
 - Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
 - Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.



- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
- Right to Correct: Under the CPRA, you have the right to request correction of inaccurate personal information held about you.
- Right to Opt-Out of Sale or Sharing: You have the right to direct us not to sell or "share" (as defined under the CCPA as amended by the CPRA) your personal information with third parties. OpenSesame does not sell or "share" personal information, but if this practice changes, we will provide a clear method for you to exercise this right.
- Right to Limit Use and Disclosure of Sensitive Personal Information: The CPRA provides you the right to limit the use and disclosure of your sensitive personal information for purposes other than those necessary to provide the goods or services you requested. OpenSesame does not knowingly collect or use sensitive personal information.
- Right to Non-Discrimination: You have the right not to be discriminated against for exercising any of your CCPA or CPRA rights. We will not discriminate against you for exercising any of your CCPA or CPRA rights. Unless permitted by the CCPA or CPRA, we will not:
 - Deny you goods or services.
 - Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
 - Provide you a different level or quality of goods or services.

Exercising Your CCPA/CPRA Rights:

- To exercise any of the above rights, please submit a verifiable consumer request to us by filling out our [Data Subject Access Request Form](#). We may need to verify your identity before processing your request, which may require additional information from you.
- Requests can be made directly by the consumer or by an authorized agent on their behalf.
- We aim to respond to consumer requests within 45 days of receiving them. If more time is needed, we will inform you of the reason and extension period in writing.

For any inquiries or to exercise your CCPA or CPRA rights, please contact us using the contact information provided in Section XII (Contact Information).

General Data Protection Regulation (GDPR) Compliance

OpenSesame processes Personal Information in accordance with the requirements of the GDPR. OpenSesame recognizes the following rights of individuals located in the EU:

- the right to request information about whether and which personal data is processed by us, and the right to demand that personal data is rectified or amended.
- the right to request that personal data should be deleted.
- the right to demand that the processing of personal data should be restricted.
- withdraw your consent to the processing and use of your data completely or partially at any time with future application.
- have the right to obtain your personal data in a common, structured and mechanically readable format.
- contact our data protection officer if there are any questions, comments, complaints or requests in connection with our statement on data protection and the processing of your personal data.
- the right to complain to the responsible supervisory authority if believed that the processing of your personal data is in violation of the legislation.

Pursuant to Article 46 of the GDPR, OpenSesame provides appropriate safeguards through execution of Data Processing Agreements ("DPAs") with its subprocessors and its corporate customers that have employees located in the European Union, which incorporate Standard Contractual Clauses. A list of OpenSesame's current subprocessors and OpenSesame's DPA are available upon request.

OpenSesame's GDPR Representative in the EU can be contacted at:

Osano International Compliance Services Limited

ATTN: 2KSF



25/28 North Wall Quay

Dublin 1, D01 H104

IRELAND