PLURALSIGHT
MASTER SERVICES AGREEMENT

This Master Services Agreement (**"MSA"**) is entered into as of_____(the **"Effective Date"**) by and between Pluralsight, LLC, a Nevada limited liability company, whose principal address is 42 Future Way, Draper, UT 84020 (**"Pluralsight"**), and <<INSERT CUSTOMER LEGAL NAME AND ADDRESS>>, (**"Customer"**). Pluralsight and Customer are individually referred to as a "Party" or collectively as the "Parties," as applicable.

1. **Definitions**

    "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the Customer or Pluralsight, as applicable. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the Customer or Pluralsight, as applicable. "Affiliate" shall include both Affiliates of Customer and Affiliates of Pluralsight, unless otherwise specified.

    "Agreement" means this Master Services Agreement, together with any schedules and addendums attached hereto and all applicable Sales Orders or statements of work.

    "Aggregated Statistical Information" means the aggregated and anonymized statistical data derived from the operation of the Platform, including, without limitation, the number and types of courses viewed or skills assessed, reports processed in the Platform, and the performance results for the Platform.

    "Confidential Information" means all information which is disclosed to or obtained by one Party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including the Proprietary Materials and all information relating to that other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which: (i) is available to the public other than because of any breach of this Agreement; (ii) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without reference to any Confidential Information provided.

    "Customer" means the customer named above and Customer Affiliates.

    "Customer Data" means all content and information uploaded, posted, submitted, published or transmitted by Customer in connection with use of the Platform.

    "**Documentation**" means Pluralsight's online help center as updated from time to time, accessible via https://help.pluralsight.com/help or such successor site.

    "Feedback" means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation or functionality of the services provided by Pluralsight hereunder.

    "Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

    "Non-Pluralsight Products" means online applications and offline software products that are provided by Customer or a third party, and that interoperate with the Platform or which are ancillary to Customer's use of the Platform.

    "Plan" means the specific scope and features of the plan purchased by Customer as further described in the attached schedule(s) and set forth on an applicable Sales Order.

"Plan Manager" one or more employees designated by Customer to act as plan manager(s).

"Platform" means Pluralsight's platform(s) with applications and features as more fully described on the attached schedule(s) and under one or more Sales Order(s), and includes without limitation https://www.pluralsight.com/ and https://www.acloudguru.com.

"Products" means the software as a service offerings provided by Pluralsight on the Platform, as more fully described on the attached schedule(s).

"Proprietary Materials" means the copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight contained on or used in conjunction with the Platform.

"Sales Order" means Pluralsight's ordering document signed by Customer specifying the Products and/or Services to be provided by Pluralsight hereunder. By entering into a Sales Order hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means Professional Services offered by Pluralsight as described on the attached Professional Services Schedule, or an applicable Sales Order or statement of work.

"Term" "Initial Term" and "Renewal Term" are defined in Section 5 (Term and Termination).

"User" means an individual who is authorized by Customer to use the Platform under Customer's account. Users may include Customer's employees, consultants, contractors and agents.

2. **Use of the Platform and Products**

2.1. **Pluralsight's Responsibilities.** Pluralsight's Products and Services are more fully described on the attached Schedules and on one or more Sales Orders or statements of work executed by the parties. During the Term of this Agreement, Pluralsight will provide the Products and/or Services indicated in the applicable Sales Order(s) for the duration of the term(s) indicated in such Sales Order(s). The parties may agree to add or modify the Products and/or Services provided by Pluralsight under this Agreement by executing a new Sales Order.

2.2. **Customer Responsibilities.** Customer shall (a) designate one or more of its employees to act as Plan Manager(s); (b) be responsible for maintaining the confidentiality of its logins and passwords; (c) obtain any permissions required for Plan Managers to have the right to access information entered by Users of the Platform; (d) be responsible for Users' compliance with this Agreement; (e) use commercially reasonable efforts to prevent unauthorized access to or use of Platform; and (f) use the Platform only in accordance with applicable laws and government regulations. Customer's Plan Managers may enable access of the Platform to be used only by Users solely for the internal business purposes of Customer in accordance with the Documentation and not for the benefit of any third parties.

2.3. **Platform Changes.** Pluralsight regularly updates the Platform, Products, and Services, and reserves the right to discontinue, add and/or substitute functionally equivalent features at any time with or without notice. Notwithstanding the foregoing, Pluralsight will notify Customer of any modification that will materially diminish the features or functionality of the Products and Services, or in the event of the discontinuation of a Product. Nothing in this Agreement will prevent Pluralsight from updating or removing from time-to-time content that Pluralsight, at its sole discretion, deems outdated.

2.4. **Additional Users.** Unless otherwise specified in an applicable Sales Order, Customer may add additional User subscriptions of the same Product to a Plan via the Platform interface or by Sales Order during the applicable Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added. User's access to the Plan will terminate on the end date of the then-applicable Term. If additional Users are added via a Sales Order to an existing Plan, Customer may accept such additional Users by: (1) signing the applicable Sales Order; or (2) delivering a purchase order to Pluralsight referencing the quote number listed on the applicable Sales Order. Any purchase of new Products or Services shall

require a signed Sales Order as set forth in Section 2.1.

2.5. **Usage Limits.** Except as may be set forth in a Sales Order, access to the Platform and Products by a User is restricted solely to that User and Users may not transfer their access credentials to any other individual. Users may not share access credentials. If Customer or any User engages in unauthorized rotation of User subscriptions or adds Users in excess of those outlined in a Sales Order ("**Excess Use**"), Pluralsight may, in its sole discretion, invoice Customer for the Excess Use, at the rates set forth in the applicable Sales Order.

2.6. **Usage Restrictions.** Customer may not, and shall ensure Users do not, (a) sublicense, reproduce, redistribute, broadcast, resell, time share or similarly exploit the Platform; (b) make the Platform available to, or use the Platform for the benefit of, anyone other than Customer; (c) upload, post, transmit, or otherwise make available to the Platform any content that (i) Customer knows or reasonably should know is unlawful, restricted, harmful, threatening, abusive, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or otherwise engage in conduct that results in the targeted or systematic harassment, bullying or shaming of others, including he promotion or encouragement of suicide or self-harm; (ii) that Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights; (d) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks; (f) use the Platform in violation of applicable laws; (g) access the Platform or the Documentation to build a competitive product or platform; (g) engage in Excess Use); (h) input, upload, transmit, access, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any material that is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, or other malicious software) (collectively, "Malware"); or (i) impersonate any person or entity, including Pluralsight or any Pluralsight employee, or falsely state or otherwise misrepresent an affiliation with any person or entity. Pluralsight may, in its sole discretion, revoke or deny access to any User violating the terms of this Section 2.6. Customer acknowledges and agrees that any breach of these terms and conditions by any of its Users will be deemed a breach by Customer.

2.7. **Pilots.** Pluralsight may, at its sole discretion, offer Customer free or discounted trials or pilots (a "Pilot") of one or more Products. All Pilots and Sales Orders applicable thereto will be subject to this Agreement and/or any other terms as Pluralsight determines. Pluralsight may cancel or modify the terms of a free Pilot at any time, without prior notice and without liability. At the end of the designated Pilot period, Customer will be required to subscribe to the Product(s) at Pluralsight's then-current prices in order to continue using the Product(s). NOTWITHSTANDING THAT REDUCED OR NO FEES MAY BE PAYABLE DURING A TRIAL, THE FULL PRICE OF THE FEES THAT WOULD OTHERWISE BE DUE FOR THE APPLICABLE NUMBER OF TRIAL LICENSES WILL BE DEEMED "FEES PAYABLE" FOR THE PURPOSE OF THE LIMITATIONS OF LIABILITY PROVISIONS OF THIS AGREEMENT.

3. **Proprietary Rights**

3.1. **Reservation of Rights in Platform.** Subject to the limited rights expressly granted to Customer hereunder, Pluralsight reserves all rights, title and interest in and to the Platform, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2. **Grant of Rights.** Pluralsight hereby grants a non-exclusive, non-transferable, revocable right to use the Platform and Products, solely for the internal business purposes of Customer and solely during the Term, subject to the terms and conditions of this Agreement and within the scope of use defined in the relevant Schedule(s) and Sales Order. Unless otherwise specified in a Sales Order, the Platform is provided in U.S. English.

3.3. **Ownership of Customer Data.** As between Pluralsight and Customer, Customer owns Customer Data. All Customer Data is irrevocably deemed the exclusive property of Customer. Pluralsight irrevocably waives any and all claims to any and all Customer Data. Customer agrees to the processing of its Customer Data in Accordance with Pluralsight's

Data Protection Addendum.

3.4. **Customer Feedback.** Pluralsight shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use for any purpose or incorporate into the Platform any Customer Feedback received in connection with Customer's use of the Platform.

3.5. **Aggregated Statistical Information.** Pluralsight owns the Aggregated Statistical Information derived from the operation of the Platform. Nothing herein shall be construed as prohibiting Pluralsight from utilizing the Aggregated Statistical Information for purposes of operating Pluralsight's business, provided that Pluralsight's use of Aggregated Statistical Information will not reveal personal information to any third party.

4. **Fees, Invoicing and Taxes**

4.1. **Fees and Invoicing.** Customer will pay all fees specified in all Sales Orders hereunder. Payment obligations are non-cancelable and, except as expressly set forth in Sections 5.3 and 8.1 below, fees paid are non-refundable. Fees will be billed on or around Customer's execution of a Sales Order or up to thirty (30) days in advance of a renewal thereof, as applicable. Pluralsight will bill Customer through invoices sent via email to the address designated by Customer, unless an alternative payment method is requested by Customer in writing. Full payment for invoices issued must be received within thirty (30) days from the invoice date. If payment is not received within such time period, Pluralsight may restrict Customer's and its Users' access to the Platform until payment is received. In the event Pluralsight suspends Customer's plan because of nonpayment, no additional time will be added to the then-applicable Term. Unless otherwise set forth in a Sales Order, all payments must be made in U.S. Dollars. Late payments hereunder will accrue interest at a rate of 1 ½% per month, or the highest rate allowed by applicable law, whichever is lower. Customer shall be responsible for all costs of collection, including reasonable attorney's fees.

4.2. **Taxes.** Fees are exclusive of taxes. Customer is responsible for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind (excluding taxes on Pluralsight's income), imposed by any federal, state, or local governmental entity on any amounts payable by Customer under this Agreement or any Sales Order whether or not such taxes are collected by Pluralsight. Pluralsight may include on the invoice a separate charge for such taxes and will remit taxes collected, if any, to the appropriate taxing authority.

5. **Term and Termination**

5.1. **Term**. This Agreement will be effective as of the Effective Date and will continue until terminated by either party by giving at least thirty (30) days prior written notice. Notwithstanding the foregoing, with respect to any Sales Order in effect as of the date of such termination, the terms and conditions of this Agreement will continue in effect and will govern such Sales Order until its expiration or earlier termination for cause.

5.2. **Term of Sales Order**. The term of each Sales Order will be set forth therein (each an **"Initial Term"**). Unless either Party gives written notice to the other at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term, each Sales Order, including any additional Users added thereto pursuant to Section 2.3, will automatically renew for a period of twelve (12) months unless a different period is set forth in the Sales Order (each, a **"Renewal Term"**). Pluralsight shall invoice for the applicable Renewal Term and Customer shall pay such invoice in accordance with the terms contained in Section 4.1 of this Agreement. For purposes of the Sales Order, **"Term"** means the Initial Term or any Renewal Term, as applicable.

5.3. **Termination for Cause**. Either party may terminate this Agreement or any Sales Order prior to its expiration if the other Party materially breaches this Agreement or the Sales Order, as applicable, and fails to cure said breach within thirty (30) days after receipt of written notice thereof, specifying the breach in reasonable detail. In the event Pluralsight terminates this Agreement or any Sales Order due to Customer's uncured breach, all unpaid fees are due and payable immediately. In the event Customer terminates this Agreement or any Sales Order due to Pluralsight's uncured breach, Pluralsight shall refund to Customer fees paid for any unused portion of the Term.

6. **Warranties & Disclaimers**

6.1. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it including those related to data privacy, data security, international communications and the transmission of technical or personal data, including the General Data Protection Regulation 2016/679 and the California Consumer Privacy Act. Pluralsight represents and warrants that; (a) it has and will have all rights, titles, licenses, intellectual property, permissions, and approvals necessary in connection with its performance under this Agreement and to grant Customer the rights granted hereunder; (b) neither the Platform nor the provision or utilization thereof as contemplated under this Agreement will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party, subject to the exceptions set forth in Section 8.1 below; and (c) it will make commercially reasonable efforts to ensure that the Platform is available 99.0% of the time during the Term of this Agreement.

6.2. Non-Pluralsight Products. If Customer installs or enables Non-Pluralsight Products for use with Platform provided by Pluralsight hereunder, Customer acknowledges that providers of those Non-Pluralsight Products may have access to Customer Data in connection with the interoperation of the Platform. Pluralsight will not be responsible for any use, disclosure, modification or deletion of Customer Data while accessed or transmitted through such Non-Pluralsight Products.

6.3. DISCLAIMER. Except as otherwise stated herein, Pluralsight is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by (i) Customer's or its Users' use or application of the knowledge gained from Platform or the Services, (ii) any computer virus not originating from the Platform, or (iii) any unauthorized use of the Platform by Customer or by any of its Users as described in this Agreement. EXCEPT AS OTHERWISE INDICATED, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE PLATFORM RESTS WITH THE USER.

6.4. Functionality. Pluralsight does not warrant that the content or functions of the Platform will meet Customer's requirements or that the operation of the Platform will be uninterrupted or error free. The Platform (including without limitation its blogs and any interactive features) may include content provided by third parties, including materials provided by other users, bloggers, or third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Pluralsight, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Pluralsight. Pluralsight is not responsible or liable to Customer, its Users, or any third party, for the content or accuracy of any materials provided by any third parties.

7. Data Protection. Pluralsight has implemented appropriate technical and organizational measures designed to: (i) ensure the security and integrity of personal data; (ii) protect against threats or hazards to the security or integrity of personal data; and (iii) prevent unauthorized access to personal data (the "Security Measures"). The Security Measures are attached to the Data Protection Addendum entered into by the parties. The Security Measures may be updated by Pluralsight from time to time, provided that the controls set forth therein will not materially diminish during the Term. The Data Protection Addendum will govern Pluralsight's processing of personal data shared with Pluralsight by Customer. Users' personal data is defined in and shall be governed by the Data Protection Addendum.

8. Indemnification

8.1. By Pluralsight. Pluralsight will indemnify, defend, and hold harmless Customer, its directors, officers, employees, agents, and Customer Affiliates (each, a **"Customer Indemnitee"**) from and against any and all third-party liabilities, claims, damages and losses, including all reasonable attorneys' fees, costs, and expenses (collectively, **"Claims"**), arising out of any Claims that the Platform infringes, misappropriates, or violates any third party's intellectual property rights (**"Infringement Claim"**), except for any such infringement, misappropriation, or violation that arises

out of any act or omission by Customer, Users, or any agent, or Customer Affiliate in violation of the terms and conditions of this Agreement or any Sales Order, including without limitation, those prohibitions set forth in Section 2.5. In the event of any such Infringement Claim, Pluralsight may, at its option: (i) obtain the right to permit Customer to continue using the Platform, (ii) modify or replace the relevant portion(s) of the Platform with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing portion of the Platform and refund to Customer any prepaid, unused fees for such infringing portion of the Platform hereunder. Notwithstanding the foregoing, Pluralsight will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Platform made by a party other than Pluralsight, (2) Customer Data or the combination of the Platform with Non-Pluralsight Products, or (3) Customer's use of the Platform other than in accordance with this Agreement. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 8.1 ARE PLURALSIGHT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

8.2. **By Customer.** Customer will indemnify, defend, and hold harmless Pluralsight and its directors, officers, employees, agents, and Pluralsight Affiliates (each, a **"Pluralsight Indemnitee"**) from and against any and all third-party Claims arising out of any act or omission by Customer, Customer's User or any employee, agent or contractor of Customer in violation of the terms and conditions set forth in Section 2.6 hereof and any and all third party claims, actions and demands alleging Customer Data infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

8.3. **Indemnification Procedure.** A party (whether a Customer Indemnitee, or a Pluralsight Indemnitee, each an **"Indemnitee"**) that believes it is entitled to be indemnified pursuant to this Agreement will (i) promptly notify the applicable Party (the **"Indemnitor"**) in writing of any Claims for which such Party owes an indemnification obligation hereunder, and (ii) cooperate with the Indemnitor at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Claim and will employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 8.3 will not relieve the Indemnitor of its obligations under this Section 8 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. In no event will Indemnitor settle any Claim without the consent of the Indemnitee, which Indemnitee will not unreasonably withhold, condition, or delay, unless such settlement includes an unconditional release of Indemnitee from all liability and does not contain any admission of liability on behalf of Indemnitee.

9. **Limitation of Liability**

9.1. **No Consequential or Indirect Damages**. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. **Limitation of Liability.** EXCEPT FOR INSTANCES ARISING FROM (I) A PARTY'S INDEMNIFICATION (SECTION 8) OBLIGATIONS UNDER THIS AGREEMENT, OR (II) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE.

10. **Confidentiality**

10.1. **Non-Disclosure.** Each Party undertakes that it will not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person any Confidential Information (as defined above) of the other Party, except as permitted by this Section 10.

10.2. **Permitted Disclosure.** Each Party may disclose the other Party's Confidential Information: to its employees, officers, representatives, or advisers for the purposes of carrying out the Party's obligations under this Agreement

on a need-to-know basis. Each Party will ensure that each of its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information complies with this Section; and as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange, provided that the disclosing Party notifies the other Party in advance of the disclosure if permitted.

10.3. **Use of Confidential Information.** Each Party agrees to use the other Party's Confidential Information only for purpose of performing its obligations under this Agreement.

11. **General Provisions**

11.1. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

11.2. **Governing Law; Disputes**. This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware. Should any dispute arise with regard to this Agreement, the Parties agree to first work in good faith to resolve such dispute, and neither Party may commence any action with regard to such dispute until thirty (30) days have passed from the time such Party has provided written notice to the other Party of the nature of such dispute.

11.3. **Customer Marks.** Customer agrees that Pluralsight may identify it as a customer of Pluralsight on Pluralsight's websites and in other marketing materials. Pluralsight may display Customer's trademarks, service marks, and/or logos in Pluralsight marketing materials or on our Platform in order to identify Customer as a customer. The foregoing shall be deemed a worldwide, non-exclusive, and irrevocable license to use Customer's name, trademarks, service marks, and logos for this purpose during the Term of this Agreement. Customer also agrees to be referenced in press releases and case studies prepared by Pluralsight. Such license and consent will terminate at the end of the Term of this Agreement.

11.4. **Notice.** Any notice which may be required to be given under this Agreement by Pluralsight, may be given to Customer via e-mail to the Plan Manager(s) identified in Customer's account or by notifying Customer electronically by displaying the notice in the Platform. All other notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, email with confirmation of receipt, or any other customary means of communication to the other Party at the applicable mailing address or electronic mail set forth below as may be updated by the Parties from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

To Customer:	To Pluralsight:
<<CUSTOMER NAME>>	Pluralsight,
<<CUSTOMER ADDRESS>>	LLC 42
<<CUSTOMER ADDRESS>>	Future Way
Attn:	Draper, UT
Email:	84020 Attn:
	Legal Counsel
	Email: contract-notices@pluralsight.com

11.5. **Non-Waiver.** Failure by either Party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.

11.6. **Severability.** If any provision of this Agreement or a Sales Order is found to be illegal, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement.

11.7. **No Agency.** Nothing in this Agreement will be construed as making either Party the partner, joint venture, agent,

legal representative, employer, contractor, or employee of the other. Neither Pluralsight nor any other Party to this Agreement has, or may hold itself out to any third party as having, any authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other, except as provided for in this Agreement or authorized in writing by the Party to be bound.

11.8. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, war, strikes or other labor problems (other than those involving Pluralsight or Customer employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.9. Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, in its sole discretion; provided, however, that either Party may, upon written notice to the other Party, assign its rights under this Agreement if such assignment is to a successor of the assigning Party by consolidation, merger, or operation of law, or to a purchaser of all or substantially all of the assigning Party's assets. Any attempted transfer or assignment of this Agreement without the prior written consent of the other Party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each Party to this Agreement.

11.10. Human Rights and Modern Slavery. In performing its obligations under the Agreement, Pluralsight shall, and shall procure that each of its subcontractors, suppliers and other participants in its supply chain, comply with all applicable laws, regulations, rules and codes in relation to Modern Slavery including, but not limited to the Modern Slavery Act 2015, and the Modern Slavery Act 2018 (collectively, the "Acts"). Pluralsight has and shall maintain throughout the Term of this Agreement, its own policies and procedures to ensure its compliance with these Acts.

11.11. Export Controls and Trade Rules. Use of the Platform is subject to trade control laws and regulations, including United States export controls. No Platform content or materials may be downloaded or exported (i) into (or to a resident of) Cuba, North Korea, Iran, Syria, the Crimea region of the Ukraine or any other country subject to an applicable embargo or other trade restriction by any government regulatory agency having jurisdiction, or (ii) by or to any person or entity on the United States Treasury Department's list of Specially Designated Nationals (SDN) or the United States Commerce Department's Consolidated Screening List (CSL). By accessing or using the Platform, Customer represents and warrants that it will comply with all applicable export controls and that it is not located in, under the control of, or a national or resident of any such country or on any such list. Although the Platform may be accessible worldwide, Pluralsight makes no representation that the Platform is appropriate or available for use in locations outside the United States and accessing the Platform from territories where its contents or materials are illegal, is prohibited. Those who choose to access the Platform from other locations do so at their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with the Platform is void where prohibited.

11.12. Miscellaneous. This Agreement and any Sales Order may be executed in any number of counterparts, all of which will constitute a single agreement. Facsimile or electronic signatures will have the same force and effect as original signatures. Except as specifically allowed for herein, any modification of or amendment to any provision contained in this Agreement or any Sales Order will be effective only if the modification or amendment is in writing and signed by both Pluralsight and Customer. The inclusion of a Customer purchase order number on any Sales Order or invoice is for reference purposes only and is not an acceptance by Pluralsight of Customer's terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by Customer to Pluralsight will have no effect and are hereby rejected. In the event of any inconsistency between this Agreement and a Sales Order, the terms and conditions of the Sales Order with respect to such conflicting provision will control over this Agreement with respect to the services provided under that Sales Order only, if (but only if) such conflicting provisions expressly reference the specific Section in this Agreement that the Parties intend to amend or supersede; otherwise, this Agreement will control.

WHEREAS the parties' authorized signatories have duly executed this Agreement as of the Effective Date set forth above.

<<CUSTOMER NAME>>	Pluralsight, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

SCHEDULE 1 – PLURALSIGHT SKILLS

1. Definitions.

    a. "**Pluralsight Skills**" plans include access to Pluralsight's online technology skills platform, with the features and options of the Plan purchased as described in the applicable Sales Order(s).

    b. **"Authorized Downloadable Materials"** means; (i) that downloadable content that may be provided in connection with a Pluralsight Skills Plan for certain training courses, including exercise files, course slides, and sample code, (ii) files that are automatically cached by Customer's web browser for display purposes, and (iii) if Pluralsight provides desktop, mobile, or other applications for download in connection with the Platform, a single copy of such application for a User's computer or mobile device solely for use in connection with the terms of this Agreement.

2. **Authorized Downloadable Materials.** The right of access to the Platform via a Pluralsight Skills subscription does not grant to Customer any right to download or store any Proprietary Materials in any medium, other than those Authorized Downloadable Materials identified on the Platform. Authorized Downloadable Materials are held by Customer pursuant to a limited revocable term license only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner. Pluralsight grants to Customer a non-exclusive license for the use and installation of the Authorized Downloadable Materials subject to all the terms and conditions as set forth herein. This license governs any and all software upgrades or additional features provided by Pluralsight that would replace or supplement the original installed version of the Authorized Downloadable Materials, unless those other upgrades or features are covered under a separate license, in which case those terms govern.

SCHEDULE 2 - PLURALSIGHT FLOW

1. **Definitions.**
a. "**Active Contributors**" are Users of Pluralsight Flow and are defined as a human employed or contracted by the Customer with activity in Customer's source code repositories during the last thirty (30) days, excluding Jira.
b. "**On-Premise Flow Software**" means the Pluralsight Flow software available for on-premise installation.
c. "**Pluralsight Flow**" plans include access to Pluralsight's engineering analytics platform, with the features and options of the Plan purchased as described in the applicable Sales Order(s).
2. **Active Contributor Overages**. Customer agrees that the total number of Active Contributors can be audited by Pluralsight on a quarterly basis. In the event it is determined that Customer's Active Contributors exceed the contracted number hereunder, Customer will be invoiced at the Sales Price set forth on the applicable Sales Order for each additional Active Contributor added during the term of the Sales Order. Any overage fees charged for additional Active Contributors will be pro-rated for the remainder of the Term.
3. **On-Premise Flow Software Terms.** The following provisions are applicable to Customer only in the event Customer purchases On-Premise Flow Software.
a. **Grant of Rights.** In addition to the rights granted in section 3.2 of the Agreement, Pluralsight hereby grants to Customer a non-exclusive, non-transferable right to install and use one (1) instance of the On-Premise Flow Software for the period of time stated in the Sales Order, and subject to the limitations set forth in the Agreement, this Exhibit, and in the applicable Sales Order. Such installation and use shall be solely in accordance with the Documentation provided by Pluralsight.
b. **Delivery.** On-Premise Flow software is deemed to be delivered and accepted by Customer on the earlier of the date the On-Premise Flow is made available for electronic download or, if applicable, the date the installation of the software by Pluralsight has been completed as further detailed in a Sales Order and/or Statement of Work.
c. **Warranties.** Pluralsight warrants that the On-Premise Flow Software will substantially conform to the applicable Documentation for the term of the applicable Sales Order. This warranty does not apply if the On-Premise Flow Software: (i) has been altered, except by Pluralsight or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Pluralsight, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which Pluralsight does not receive a payment of a purchase price or license fee. Pluralsight will use commercially reasonable efforts to deliver to Customer On-Premise Flow Software free from any viruses, programs, or programming devices designed to modify, delete, damage, or disable the software in violation of the Documentation provided. In addition, Pluralsight does not warrant that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack. PLURALSIGHT DOES NOT WARRANT THAT THE OPERATION OR OTHER USE OF

THE ON-PREMISE FLOW SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL NOT CAUSE DAMAGE OR DISRUPTION TO CUSTOMER'S DATA, COMPUTERS OR NETWORKS. WITHOUT LIMITING THE FOREGOING, PLURALSIGHT WILL HAVE NO LIABILITY ARISING FROM ANY SECURITY INCIDENT OR DATA LOSS THAT WOULD HAVE BEEN PREVENTED IF CUSTOMER HAD IMPLEMENTED A REASONABLE SECURITY SOLUTION, DEVICE(S), OR FEATURES, INCLUDING BUT NOT LIMITED TO "PATCHES," FIXES AND UPDATES FOR THE ON-PREMISE FLOW SOFTWARE PROVIDED OR MADE AVAILABLE BY PLURALSIGHT TO CUSTOMER.

4. **Audit.** During the term of the applicable Sales Order for On-Premise Flow Software and for a period of three (3) years after its expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of its use of the On-Premise Flow Software sufficient to verify compliance with the MSA and this Exhibit. No more than once per twelve (12) month period, Customer will allow Pluralsight and its auditors the right to examine such records and any applicable books, systems, and accounts, upon reasonable advanced notice, during normal business hours. If the audit discloses underpayment of license fees, Customer will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

SCHEDULE 3
PLURALSIGHT CLOUD

1. "**Pluralsight Cloud**" plans include access to Pluralsight's cloud skills development platform, with the features and options of the Plan purchased as described in the applicable Sales Order(s), currently hosted at https://www.acloudguru.com (the "**Cloud Site**") or any successor website or any app through which Pluralsight makes Pluralsight Cloud or the Features accessible for use.

2. "**Features**" means the interactive cloud playground and hands-on lab features of Pluralsight Cloud, which may be included as part of the overall Plan purchased by Customer.

3. **External Site Disclaimer**. The Cloud Site and certain features of Pluralsight Cloud may provide links to external internet sites. Pluralsight will not be liable for the use, content, operation, Personal Data or other data or information processing of internet sites that link to the Cloud Site or which are linked-to from it. Pluralsight does not represent that it endorses any external sites or the content thereon or that it believes the operation of any external site will be accurate, useful, or non-harmful. Pluralsight's Data Protection Addendum and Privacy Policy do not apply to any collection and processing of the Customer's Personal Data on or through such external sites. The Customer is responsible for taking precautions to protect themselves and their computer systems in connection with the use of external sites.

4. **Cloud Platforms.** The Features allow Users to access certain third-party cloud platform services including, as available, Microsoft Azure, Google Cloud Platform, and Amazon Web Services (the "**Cloud Platforms**"). Each Cloud Platform is provided by its respective provider (each a "**Cloud Provider**") and is governed by and subject to its own agreement with Pluralsight for the provision of the Cloud Platforms to end-users, including, as applicable, Customer and its Users. Pluralsight has incorporated relevant terms and restrictions on end-user usage of the Cloud Platforms into this Agreement. CUSTOMER AGREES THAT: (A) PLURALSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND WILL NOT HAVE ANY LIABILITY TO CUSTOMER, WITH RESPECT TO ANY CLOUD PLATFORM; AND (B) THE CLOUD PROVIDERS HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5. **Access and Use of Features**

    a. **Customer Responsibilities.** Customer acknowledges and agrees that: (a) Customer is solely responsible for ensuring Customer and its Users comply with this Schedule and for all information, data, communications, programs, applications, protocols, media, formulae, code, works, content, configurations, or other materials input, uploaded, transmitted, submitted, posted, or published by Customer or its Users in connection with use of the Features (collectively, "**Interactive Content**") and/or into or on the

server instances that provide interactive environments as a part of the Features and the API and materials related thereto ("**Interactive Sessions**"); (b) neither Pluralsight or Pluralsight Affiliates or licensors (including Cloud Providers) will have any responsibility for Customer's or its Users' Interactive Content or Interactive Sessions; and (c) Pluralsight will have the right, but not the obligation, to monitor the use of the Features (including Interactive Content and Interactive Sessions) by Customer and its Users for compliance with the Agreement and this Schedule, and any such monitoring will not relieve Customer of its obligations under the Agreement or this Schedule.

b. **Restrictions on Use.** To the extent Customer has not so agreed under the Agreement, Subscriber and its Users will not (or allow any third party to) do any of the following:

   i. copy, download, modify, distribute, rent, lease, or provide access to any portion of the Features or any Interactive Sessions or the source code thereof or any other user's accounts;

   ii. gain or attempt to gain unauthorized access to Features or Interactive Sessions or the systems or networks connected thereto;

   iii. provide web, database, or forum access on or through the Features;

   iv. reverse engineer, decompile, or disassemble any part of the Features or create derivative works thereof;

   v. exceed the usage limitations (including but not limited to, any time, Interactive Session number, or User number limitations) applicable to Customer's use of the Features under the Agreement;

   vi. transfer or resell Subscriber's access to the Features or share access information to allow non-Users to access Subscriber's or its Users' registered Interactive Session account(s);

   vii. use the Features to transmit any bulk unsolicited commercial communications or as a mail sender or use any automated process or service to access or use the Features such as a BOT, a spider, or periodic caching of information stored by Pluralsight or its licensors;

   viii. distribute any downloadable material from the Features;

   ix. use or access an Interactive Session in any commercial production environment;

   x. use any code and/or software that allows automated control of the Features and/or any component or feature thereof or use any device, software, or routine to interfere or attempt to interfere with the proper working of the Features or any activity being conducted on the Features;

   xi. materially disrupt or assist in the disruption of any computer, system, or network used to support the Features, the Cloud Platforms, any other user's Interactive Sessions, or the Cloud Site;

   xii. use computer programming routines intended to damage, detrimentally interfere with, or surreptitiously intercept or expropriate any systems, data, personal data or information, confidential information, or any other property of

Pluralsight, Pluralsight Affiliates or licensors (including Cloud Providers), or any third party;

xiii.   circumvent or attempt to circumvent or render ineffective any security measures of the Features or the Cloud Platforms;

xiv.   use any data or information other than simulated, anonymous, non-live data when using the Interactive Sessions, and will not use real customer data or information or real transactions;

xv.   use the Features to engage in or encourage activity that is illegal or would give rise to civil liability;

xvi.   use the Features to engage in cryptocurrency mining;

xvii.   use the Features or Cloud Platforms to violate, tamper with or circumvent the security of any computer network, software, passwords, encryption codes or technological protection measures or to otherwise enable others to do so; or

xviii.   use the Features or Cloud Platforms, or upload, publish, submit or transmit any Interactive Content that, in any way: (a) infringes, misappropriates, or violates a third party's intellectual property rights (including but not limited to, patent, copyright, trademark, or trade secret rights), or rights of publicity, or privacy; (b) contains information that is fraudulent, false, misleading, deceptive, or intentionally inaccurate; (c) is defamatory, obscene, indecent, pornographic, harassing, threatening, vulgar, or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (e) promotes or discusses illegal or harmful activities or substances; (f) contains personal information, personally identifiable, information, or personal data (each as defined by applicable law) that Subscriber or its Users are not authorized by the subject thereof to publish or process within the Features; (g) contains confidential or proprietary information that is not authorized by the owner thereof for publication or processing within the Features; (h) contains advertising or any form of commercial solicitation; (i) is related to partisan political activities; or (j) contains "Malware," ("Malware" being any viruses, Trojan horses, worms, time bombs, corrupted files, spyware or any other similar software that may damage the operation of another's computer or property.

6. **User Content**. If Users submit any user-generated content, materials, or works to the Services or to interact with other users ("User Content") to a publicly-available (by other users of the Services) sections of the ACG Site, then: (a) such User Content will be deemed non-confidential and non-proprietary; (b) Pluralsight will have the non-exclusive, royalty-free, sublicensable right to use, publish, reproduce, modify, perform, display, and distribute the User Content (in whole or in part), throughout the world and in any media now known or hereafter devised; and (c) ACG reserves the right to, at its sole discretion, remove, block, refuse to post, or take other action with respect to User Content as Pluralsight deems appropriate, including where Pluralsight

believes that User Content is in violation of this Agreement.

7. **Suspension**. Pluralsight reserves the right to, in Pluralsight's sole discretion, take any action to: (a) investigate, prevent, mitigate, or remediate any violations or suspected violations of this Schedule; (b) maintain or restore the security of the Features or Pluralsight Cloud; and/or (c) comply with Pluralsight's obligations under its agreements with the Cloud Providers. These actions may include but are not limited to: (i) editing or removing the applicable Interactive Content or portion thereof; (ii) disabling or denying access to Interactive Sessions and/or associated User accounts; and/or (iii) suspending or terminating Customer's and/or a violating User's access to the Features.

8. **Feature Changes.** The Features are currently provided as an add-on feature in connection with Customer's subscription to Pluralsight Cloud. A subscription to Pluralsight Cloud may allow Customer to access and use the Features, but a subscription does not guarantee access to or use of the Features in any particular form or at all; and Pluralsight may change, modify, suspend, or terminate all or part of the Features at any time. For example, and without limiting Pluralsight's general rights, each Cloud Provider may have the right to change, modify, suspend, terminate, or take other action with respect to its Cloud Platform or Pluralsight's use of its Cloud Platform, in accordance with the underlying Cloud Provider terms and conditions (a "Cloud Platform Change"); and in the event of such a Cloud Platform Change, Pluralsight will have the right to take action with respect to the Features commensurate with the Cloud Platform Change.

9. **Miscellaneous**.
    a. **Third-Party Licensors.** Customer acknowledges and agrees that: (a) certain elements of the Features (including Cloud Platforms) are owned by Pluralsight's third-party licensors (including Cloud Providers); (b) the acknowledgments, obligations, restrictions, and undertakings given or accepted by Customer in this Schedule are for the benefit of Pluralsight and its third-party licensors, with such licensors being third-party beneficiaries with the right to enforce this Schedule directly against Customer or through Pluralsight; and (c) Customer is prohibited from bringing any claims related to Pluralsight's Products or Services against Pluralsight's third-party licensors.

SCHEDULE 4
PLURALSIGHT PROFESSIONAL SERVICES

1. **SERVICES**

Customer and Pluralsight may enter into a Sales Order or statement of work ("**SOW**") that describe specific professional Services to be performed by Pluralsight. The scope and features of the Services may be determined by the subscription Plan Customer has purchased under the Agreement or by way of the Services set forth on a Sales Order or SOW executed by the Parties. A summary of Pluralsight's Services, their associated scope and features, is as follows:

INTEGRATIONS	
API Consulting	API Consulting. This Service provides an expert Pluralsight resource to consult with Customer regarding integrations to the Platform. Such resource will provide consulting on API best practices and how to utilize the data from Pluralsight's API. This Service does not include writing or troubleshooting code for Customer and Customer agrees that it is solely responsible for maintaining any code created during the use of this Service. Customer must engage with Pluralsight to commence this Service within sixty (60) days of purchase and such work shall be completed within sixty (60) days of the agreed upon project kickoff date. The API Consulting Service is a flat fee that includes up to ten (10) hours of support from Pluralsight's expert resource during normal business hours. In the event Customer desires additional API consulting, Customer must purchase additional integration Services. This Service must be utilized within one (1) year of purchase.
Data Feeds	Data Feeds. This Service provides Customer with automated configured data feeds from Pluralsight's API. Pluralsight offers additional data feeds of usage information beyond Pluralsight's standard dashboard that can be exported to a .CSV or .TXT file. Delimiter options include pipe, tab, space, and comma, and while the file naming conventions may be customizable, Pluralsight provides no guarantee of data delivery. Data Feeds can be enabled to trigger one-time or on a scheduled basis (at most daily) via Customer's FTP, or SFTP (hereinafter "Data Feed Instruments"). Other file types and/or delivery methods may be available upon request. Pluralsight is not responsible to provide or support Customer's Data Feed Instruments and further agrees that delivery times of such Data Feed may vary. The Data Feed Service includes up to five (5) standard data feeds. Customer is

	allowed one (1) change per Data Feed per quarter. Customer must engage with Pluralsight to commence this Service within sixty (60) days of purchase and such work shall be completed within sixty (60) days of the agreed upon project kickoff date. Pluralsight will offer Customer support for Customer's configured Data Feed integrations for the Initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured Data Feed integrations after the Initial Term, or b) configuration(s) of additional Data Feed integrations, Customer must purchase additional integration Services.
Single Sign-On	Single Sign-On (SSO). This Service is a single configuration between Customer and Pluralsight that allows Users to provision a login to the Pluralsight Skills and/or Flow Platform without the need for Pluralsight-specific credentials. Pluralsight supports SSO using SAML 2.0 as the standard. Customers are responsible for the IdP side of such connection. SAML spec is followed universally, both SP and IdP initiated linking and deep linking are supported. Customer may also choose self-provisioning, which does not use SAML JIT. Customer may also be given the ability to have Pluralsight build issuance criteria and automated channel, team and plan mapping, but agrees that any such attributes delivered across the SSO configuration are Customer's responsibility; and as such, Customer disclaims any and all liability associated with alignment to any such attributes. This SSO Service includes integration for one (1) IdP and includes any certification updates to facilitate Customer's use of Pluralsight during the Initial Term. Customer must engage with Pluralsight to commence this Service within sixty (60) days of purchase and such work shall be completed within sixty (60) days of the agreed upon project kickoff date. Pluralsight will offer Customer support for Customer's configured SSO integration for the Initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured SSO integration after the Initial Term, or b) configuration(s) of additional integrations, Customer must purchase additional integration Services.
Systems Integration	Systems Integration. This Service is a single configuration between Customer's system and Pluralsight. System Integrations includes, but is not limited to, an LMS, LXP or HRIS application. This integration Service includes both Single Sign-on and Data Feeds that are supported by the Customer's system. The Systems Integration Service includes integration for one (1) System. Customer is allowed one (1) change per Data Feed per quarter. Customer must engage with Pluralsight to commence this Service within sixty (60) days of purchase and such work shall be completed within ninety (90) days of the agreed upon project kickoff date. Pluralsight will offer Customer support for Customer's configured integration for the Initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured

	integration after the Initial Term, or b) configuration(s) of additional Data Feed integrations, Customer must purchase additional integration Services.
	ONBOARDING
Digital Literacy Onboarding Service	Digital Literacy Onboarding Service: ▪ 2-3 virtual enablement training sessions depending on tier purchased (up to 60 min for each session) ▪ Provide specific, custom curated channels for Users and up to 10 roles, as needed. ▪ Single Sign-On ▪ Onboarding strategy plan to be created by the parties ▪ Assigned Technical Onboarding Consultant ▪ Assigned Tech Skills Architect for Customers purchasing 20,000 or more Digital Literacy subscriptions Unless otherwise outlined in an executed SOW between the Parties, Customer must engage with Pluralsight to commence ProServ Onboarding Services within ninety (90) days of the start date listed on the Sales Order and such work shall be completed within ninety (90) days thereafter.
Enterprise Onboarding	Enterprise Onboarding: ▪ ProServ Skills Strategy plan that includes up to 10 roles/topics. ▪ Up to 3 virtual enablement training sessions (up to 60 min for each session) ▪ ProServ Integrations (Single Sign-On, System Integration, Data Feeds, API Consulting ▪ Onboarding strategy plan to be created by the parties ▪ Assigned Technical Onboarding Consultant ▪ Up to 1-day onsite visit, if requested by Customer Unless otherwise outlined in an executed SOW between the Parties, Customer must engage with Pluralsight to commence ProServ Onboarding Services within ninety (90) days of the start date listed on the Sales Order and such work shall be completed within ninety (90) days thereafter.
Onboarding	Onboarding: ▪ Limited Scope ProServ Skill Strategy Plan that includes up to 5 roles/topics. ▪ 2 virtual enablement training sessions (up to 60 min for each session) ▪ Single Sign-On ▪ Onboarding strategy plan to be created by the parties ▪ Assigned Technical Onboarding Consultant

	Unless otherwise outlined in an executed SOW between the Parties, Customer must engage with Pluralsight to commence ProServ Onboarding Services within ninety (90) days of the start date listed on the Sales Order and such work shall be completed within ninety (90) days thereafter.
Flow ProServ Onboarding	Flow ProServ: Onboarding: ▪ Single Sign-On ▪ Onboarding strategy plan to be created by the parties ▪ Assigned Technical Onboarding Consultant ▪ Configuration services ▪ Up to 3 consecutive days for enablement and configuration ▪ Tier 1-2: Up to 4 virtual enablement training sessions (up to 60 min each session) or Tier 3-4: Up to 6 virtual enablement training sessions (up to 60 min each session) Unless otherwise outlined in an executed SOW between the Parties, Customer must engage with Pluralsight to commence ProServ Onboarding Services within ninety (90) days of the start date listed on the Sales Order and such work shall be completed within ninety (90) days thereafter.
	OTHER SERVICES
Flow Guided On-Premise Installation	Flow Guided On-Premise Installation: This Service assists Customer with installation of the On-Premise Flow Software. Pluralsight will assign a Pluralsight implementation engineer for the Initial Term of the Customer's Flow on-premise subscription. Following the production installation planning session between the assigned guided on premises installation team and the Customer's primary installation team, Pluralsight will: (1) provide Customer with a customized installation plan, and (2) identify all prerequisites that the Customer's primary installation team must obtain in preparation for a guided installation of the Flow Software. During the guided installation, the implementation engineer will interface directly with Customer's primary installation team, provide step-by-step guided installation of the Customer's Flow On-Premise instance, and train the Customer's primary installation team on the best practice maintenance techniques for the Flow on-premise software instance installed. Customer must schedule an installation planning session with Pluralsight within thirty (30) days of the Flow Subscription Start Date. Customer understands and agrees that successful implementation of the Flow On-Premise Software is contingent on Customer furnishing a team of internal engineers to support Customer's on-premise installation and maintenance during the Term of the Flow subscription.
Flow ProServ:	Flow ProServ: Systems Consulting: The ProServ: Systems Consulting Service assists

Systems Consulting	Customer with ongoing system health and performance issues related to the Flow product during normal business hours for the Initial Term of the Flow subscription. After installation of the Flow product, the Systems Consulting Service will perform the following functions: (1) consult with Customer's system admin to verify correct functioning of the Flow product; (2) assists with necessary system integrations (i.e. Repo, Ticketing, etc) and API setup; (3) guide Customer's system administrators in performing application upgrades; and (4) assist with troubleshooting within the Customer's Flow environment and configurations.
ProServ Custom Home	ProServ Custom Home: The Custom Home Service facilitates a scalable learning solution for Users through creation of a Customer centric landing page within the Skills Platform. Pluralsight will provide an expert resource to work with the Customer to develop their Custom Home, starting with a kick-off call (to be scheduled by the Parties with a minimum of two (2) week's advanced notice). This Custom Home Service may include a custom carousel, Customer centric copy, a custom banner image, a custom video to be displayed, custom learning paths surfaced to Users, and an AI generated component unique to each User.
	The initial build for this Service lasts up to thirty (30) days after the kick-off call. Customer may meet with Pluralsight up to three (3) times during the Initial Term to iterate on the Custom Home build and will be able to preview any updates made to the Custom Home before re-publishing. The Custom Home build must be started within ninety (90) days of purchase.
ProServ Skills Strategy	ProServ Skills Strategy: This Service provides expert resource(s) on Pluralsight's Platform who work closely with the Customer to deliver a tailored skill development roadmap aligned to business & technology objectives, department initiatives, and/or to job functions/roles. The engagement lasts up to ninety (90) days from strategic discovery and expires one (1) year from the purchase date. The ProServ Skills Strategy Plan typically begins with a thirty (30) minute strategic discovery meeting between Customer and Pluralsight and is generally followed by subject matter expert discovery meeting(s) (maximum one call per skill topic area or functional role covered) to be coordinated by the Customer in a timely manner. During the ProServ Skills Strategy Plan, the skills strategy consultant(s) will typically work on the following deliverables; (1) understand desired outcomes of the Customer's skills development initiatives, (2) identify skill topic areas / roles that will best support achievement of those desired outcomes, (3) categorize and group associated skills (subject to maximum skill topic areas or functional role limits for the tier sold), (4) map Pluralsight Platform resources to Customer's identified skills in the form of matrices, (5) work with the Customer to iterate and finalize the matrices through email, (6) create

	Channel structures that present the focused skills development content to the relevant Customer audiences, and (7) provide best practices for success through the strategy guide.
	     ▪ a. ProServ Skills Strategy Tier 1 (PROSERV-SS-TIER1) engagements include up to 3 skill topic areas or functional roles, unless otherwise customized in a Statement of Work.
	     b. ProServ Skills Strategy Tier 2 (PROSERV-SS-TIER2) engagements include up to 5 skill topic areas or functional roles, unless otherwise customized in a Statement of Work.
	     c. ProServ Skills Strategy Tier 3 (PROSERV-SS-TIER3) engagements include up to 7 skill topic areas or functional roles, unless otherwise customized in a Statement of Work.
	     d. ProServ Skills Strategy Tier 4 (PROSERV-SS-TIER4) engagements include up to 10 skill topic areas or functional roles, unless otherwise customized in a Statement of Work.

Skills Admin	Skills Admin: The Skills Admin Service is a premium level of support to assist Customer in managing their Pluralsight Skills Plans throughout the Initial Term of the Skills subscription. Customer will be assigned a designated support representative to support the Customer with items such as; license management, enablement, account structure management, designated self-serve experience(s), issue escalation, and platform issue resolution. This function may also assist Customer with engagement campaigns and ensure proper parity between multiple Plans.
Skills Architect	Skills Architect. This Service provides a Pluralsight resource to provide expert guidance to oversee and manage the holistic Customer experience using Pluralsight's Skills Platform. Pluralsight will assign a Skills Architect over the course of a twelve-(12) month Skills subscription, beginning with a kick-off call between Pluralsight and the Customer. Following discovery by the assigned Skills Architect, Pluralsight will provide a continuous skills development program that will enable Customer to achieve the critical initiatives identified during discovery. The Skills Architect may also provide project management oversight for all Service offerings provided by Pluralsight, advising and directing various learning campaigns, providing Platform guidance to plan admins, and sharing competitive insights. The Skills Architect will have regular meetings with the Customer's designated contact(s) to assist in the delivery and completion of the continuous skills development program.
Technical Account Manager	Technical Account Manager: The Technical Account Manager (TAM) is a subject matter expert that will serve as a primary technical contact for Customer's plan

	administrators during business hours; coordinating activities and resources to ensure the Customer realizes the most value out of the Flow product during the Initial Term of the Flow subscription. The TAM will perform the following functions: (1) named contact for managing the health of the Flow product instance. (2) ensures proper resources are incorporated and coordinated through the issue resolution process; (3) manages executive technical relationships to enable a Flow product instance that specifically meets the Customer's business and engineering goals; (4) supports Customer's efforts with front-end configurations including: (4a) supports and enables customer to complete user merge, team setup and maintenance activities. (4b) troubleshoots with Customer when repos or PR's are blocked. (4c) provides technical documentation and guidance on use of Pluralsight's API Development Portal (4d) works with Customer to identify opportunities to implement new Flow product capabilities: (4e) reaches out proactively to Customer to coordinate upgrades and deliver product release updates pertaining to Customer's product instance.
Instructor Led Training (Virtual or In Person)	Pluralsight offers instructor-led experiences in over 500 classes covering more than 125 technologies. Pluralsight's training courses are delivered in increments of 1 to 5 days and contribute to a Customer's upskilling initiatives.
DeveloperAcademy	Pluralsight's DeveloperAcademy programs support a Customer's reskilling initiatives and typically cover multiple technologies over a defined period of time. The program offers blended solutions combining instructor-led training, labs and exercises, custom assessments with Pluralsight's self-paced training, projects, sandboxes and Skill IQ assessments.

3. MISCELLANEOUS

   3.1 Unless otherwise specified in a SOW, all professional services must be utilized by Customer within one (1) year of purchase. Customer shall have a revocable, non-transferable, term license to use the copy of the materials provided by Pluralsight in connection with the Services for its internal use only. All other rights in the materials remain in and/or are assigned to Pluralsight. The Parties will cooperate with each other and execute such documents as may be appropriate to achieve the objectives of this Section.

   3.2. Customer acknowledges that Pluralsight may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes Pluralsight from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer Confidential Information.

3.3. Services provided by Pluralsight hereunder are for use by Customer only and for the purposes described herein. Pluralsight is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by Customer's or its Users' use or application of the knowledge gained from the Services. In no event will Customer allow third parties to access or use the materials provided by Pluralsight in connection with the Services provided. Pricing for Services is based on the number of Users in Customer's Plan and is subject to change. Services are non-cancelable and associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts due to Pluralsight.

3.4. In the event of a conflict between these Professional Services Terms and Conditions and any Sales Order or SOW executed by the Customer, the provisions of the Sales Order or SOW shall take precedence over provisions of these Professional Services Terms and Conditions.