

**PLURALSIGHT LLC**  
**Purchase Order**  
**General Terms and Conditions**

The purchase order (the “*Purchase Order*”) to which these General Terms and Conditions (the “*Terms and Conditions*”) are attached or into which these Terms and Conditions are incorporated by reference, together with all exhibits, attachments and appendices thereto, is referred to in these Terms and Conditions as the “*Agreement*.”

1. **Agreement.** Seller’s delivery of any Goods, rendering any Services, accepting any payment made by Buyer or any other conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of this Agreement shall constitute Seller’s acceptance of said Purchase Order for all purposes. “*Buyer*” means Plurasight LLC. “*Seller*” means the seller of Goods or the provider of Services named in the Purchase Order. “*Goods*” means the goods, equipment, materials or Goods described in the Purchase Order. “*Services*” means the services that are described in a Purchase Order which are to be provided by Seller. **These Terms and Conditions and the Purchase Order to which they are attached or into which they are incorporated by reference constitute an offer to purchase the Goods and/or Services described in the Purchase Order upon the terms and conditions set forth herein and therein and Seller may only accept such offer upon such terms and conditions. Unless agreed to in writing by Buyer in an amended Purchase Order proposed by Seller, any and all additional or different terms proposed by Seller in response to this Agreement shall be considered material alterations of Buyer’s offer and are hereby rejected and objected to by Buyer whether inserted by Seller into a previously executed Purchase Order or included or referred to in a shipping release, order acceptance letter or confirmation or other preprinted forms, or elsewhere, and no such terms shall in any event be considered part of this Agreement or applicable to sales hereunder. Any references to a quote or proposal submitted or prepared by Seller by number or otherwise in the Purchase Order shall not incorporate any general terms and conditions attached to such quote or proposal or referred to therein and the same shall not be part of the Purchase Order or these Terms and Conditions.**
2. **TERMINATION OF PURCHASE ORDERS:** Buyer may terminate this Agreement at any time with or without cause by written notice to Seller. With respect to a Purchase Order for the purchase of Goods, upon receipt of written notice of termination Seller shall, to the extent directed by Buyer, terminate the delivery of any Goods and any outstanding subcontracts provided for under this Agreement and take action regarding property in Seller’s possession in which Buyer has or may acquire an interest. Buyer shall have the right to take delivery of any portion of the Goods in process for which Buyer shall make written request and pay Seller for any property so requested and delivered in accordance with the terms of this Agreement. Other than payment for Services rendered or Goods accepted, the only liability of Buyer for termination of this Agreement, in whole or in part, is reimbursement to Seller for all reasonable and verifiable costs incurred by Seller as a result of Buyer’s termination less the greater of either any amounts received by Seller on resale of the affected Goods in process or the reasonable value of such Goods in process. Such payment by Buyer shall in no event exceed the original price specified in the Purchase Order and shall be in full satisfaction of all claims that Seller may have against the Buyer under this Agreement in connection with Buyer’s termination of this Agreement. Seller waives all consequential damages as a result of Buyer’s termination of this Agreement.
3. **TITLE, RISK OF LOSS.** Unless expressly indicated in the Purchase Order, all Goods are sold to Buyer f.o.b. Buyer’s designated facility at the location described in the Purchase Order (“*Buyer’s Facility*”). Notwithstanding any agreement to pay freight, transportation charges, or to make payment or advances on account, unless otherwise stated in the Purchase Order, title and risk of loss or damage shall be on Seller until Goods are delivered.
4. **DELIVERY, INSPECTION AND ACCEPTANCE.** Unless otherwise specified, all deliveries shall be in strict accordance with this Agreement. If delivery dates set forth in the Purchase Order cannot be met, Seller shall promptly inform Buyer in writing of any anticipated or actual delay, the reasons for the delay and the actions being taken to overcome or to minimize the delay. If Buyer does not approve alternate delivery dates, Buyer shall have the right to cancel the Purchase Order without further liability, purchase elsewhere, and hold Seller accountable for all direct damages resulting from Seller’s failure to meet the original delivery dates. If no delivery date is specified in the Purchase Order, Seller shall deliver the Goods within **ten (10)** days of Seller’s receipt of the Purchase Order. Upon delivery to Buyer, Seller shall convey clear title to the Goods, free of any lien, encumbrance or security interest. Seller shall suitably pack, mark and ship in accordance with its normal procedure and the requirements of each common carrier or any written instructions from Buyer. Seller shall secure the lowest cost transportation available consistent with the service required unless otherwise instructed by Buyer. Delivery of any Goods shall not be deemed to be complete until actually received and accepted by Buyer. Items delivered in error shall be returned at Seller’s expense at Buyer’s option. All Goods shall be subject to inspection by Buyer upon delivery to Buyer’s Facility. Inspection and approval by Buyer at Seller’s plant does not preclude rejection for defect upon discovery by subsequent inspection. Any Goods properly rejected by Buyer shall be promptly repaired or replaced at Seller’s expense. Any and all reasonable and necessary costs incurred by Buyer in connection with the return of Goods rejected by Buyer as defective shall be paid by Seller.
5. **WARRANTIES.**
  - (a) With respect to all Goods purchased by Buyer from Seller pursuant to a Purchase Order, Seller warrants to Buyer that: (i) the Goods are free from all defects in design, workmanship and materials, (ii) are new, unless specified otherwise in the Purchase Order, (iii) the Goods are fit for use for their ordinary intended purpose as well as any special purpose specified in this Agreement, (iv) sale or use of the Goods for their ordinary intended purpose as well as any special purpose specified in this Agreement will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret, (v) the Goods are in strict conformance with this Agreement and shall at all times be subject to Buyer’s inspection, and (vi) Seller has good and merchantable title to the Goods sold to Buyer pursuant to this Agreement and the same are free of any liens, security interests or encumbrances. If, in Buyer’s reasonable opinion, the Goods fail to conform to the foregoing warranties or are otherwise defective (excluding wear and tear from normal use) during the one (1) year period following delivery to Buyer, Seller shall, at Buyer’s sole option, promptly repair or replace them at Seller’s expense.

- (b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) Neither Buyer's inspection nor failure to inspect shall relieve Seller of any warranty obligation hereunder, whether related to Goods or Services. The remedies stated herein shall be cumulative of any other remedies available in law or equity, and shall extend to Buyer, its successors, assigns, and customers. To the extent not prohibited by the manufacturer of the Goods, Seller hereby authorizes Buyer, at Buyer's expense, to assert for Seller's account, all rights and powers of Seller under any manufacturer's and/or contractor's warranties with respect to the Goods. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties provided with the Goods sold under the Agreement by manufacturers or suppliers.
6. **TAXES.** Charges specified in the Purchase Order, and any invoices sent by Seller shall, include all applicable federal, state and local taxes, duties and other governmental charges and fees imposed on the sale, use, production, transportation or handling of the Goods or the performance of Services under the Agreement. Taxes shall be stated separately on the Purchase Order and/or all invoices. Seller will not charge or collect sales and use taxes if Buyer and the sale of Goods are exempt; provided that exempt Goods shall be identified as exempt on the Purchase Order and Buyer shall provide Seller with an exemption certificate for the applicable jurisdiction. If Seller incurs any additional taxes or penalties from a taxing authority due to incorrect taxing information furnished by Buyer, Buyer will be responsible for all such additional taxes, penalties, and any legal expenses incurred by Seller. Seller shall be liable for all taxes applicable to income or profits received by Seller in relation to the Goods.
7. **PAYMENT.** Payment is contingent upon the complete performance of the Services and/or the receipt of Goods at final destination. All prices are net cash thirty (30) days from Buyer's receipt of invoice or, if later, receipt of shipped Goods at Buyer's facility. Discount periods shall be calculated either from the date of receipt of acceptable invoices or from date of the Goods receipt and acceptance, whichever is later. Errors, omissions or delays in receiving invoices shall be considered just cause for withholding payment without loss of cash discount privilege. Except as expressly provided for in the Purchase Order, the total price set forth in the Purchase Order for Goods purchased thereunder shall be deemed to include all compensation due to Seller as a result of the sale including, without limitation, the cost of all Goods, taxes, duties, imports fees, costs for shipping, expediting services, all labor with burdens, mark-ups, profit, travel and living costs.
8. **INDEMNITY.**
- (a) For purposes of this Section, references to (i) "**Indemnitees**" shall mean Buyer and its Affiliates and their respective directors, officers, employees, agents and contractors, (ii) "**Seller Party**" shall mean Seller and/or its Affiliates and their respective directors, officers, employees, agents, representatives, contractors, subcontractors, licensees and Invitees, (iii) "**Affiliates**" shall mean any person or entity controlling, controlled by, or under common control with Buyer or Seller, as applicable, with "control" meaning the power to direct the management or policies of such entity, whether through the ownership of fifty percent (50%) or more of the voting securities or equity interests, by contract, or otherwise, and (iv) "**Invitees**" shall mean any person whom Seller invites on or otherwise causes to be on the site.
- (b) Seller, on behalf of itself and all Seller Parties, agrees to protect, defend, indemnify and hold the Indemnitees harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, punitive damages, liabilities, fines, penalties, losses, costs and expenses including, without limitation, costs of defense and attorneys' fees (each a "Claim," or collectively "Claims") arising out of or resulting from any breach of this Agreement, any acts or omissions of Seller or a Seller Party, or in any way related to the performance of this Agreement, including, without limitation, acts or omissions or Good defects resulting in any personal injury, death, or damage to property; provided, however, that Seller's indemnification obligations under this Section shall not extend to the proportionate amount of any such claim caused by the negligence or willful misconduct of an Indemnitee.
- (c) Seller, on behalf of itself and all Seller Parties, agrees to indemnify, defend and hold harmless all Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of infringement of patents or the improper use of other proprietary or intellectual property rights by any of the Seller Parties or other person directly or indirectly employed by them resulting from or arising as a result of the sale of Goods or related services to Buyer or Buyer's use of Goods purchased hereunder for their ordinary intended purpose or a special purpose specified in this Agreement; provided, however, that Seller's indemnification obligations under this provision shall not extend to the proportionate amount of any such claim caused by the negligence or willful misconduct of an Indemnitee.
- (d) Buyer shall notify Seller of any Claim that has given or could give rise to a right of indemnification hereunder or that may be presented to it by any party. At Buyer's sole discretion and option, exercisable at any time, Buyer may itself undertake the defense, litigation, settlement or satisfaction of any such Claim, reserving its right to seek indemnification against Seller until after the Claim is resolved, or Buyer may direct Seller to contest, defend, litigate, settle or satisfy any Claim made against Buyer, provided that Seller shall not settle any Claim without Buyer's prior written consent.
- (e) In the event that this provision is found to be in conflict with any applicable law or governmental regulation, then to the extent necessary to resolve such conflict and only to such extent, such provision is to be deemed amended so as to be in compliance with any such law or governmental regulation.
9. **INSURANCE. ALTERNATIVE ONE** [Without limiting any warranty or indemnity contained elsewhere in this Agreement, Seller shall, as a separate obligation, carry, maintain and pay for insurance of the types and in the minimum amounts as follows, until all Goods have been fully delivered and accepted, all Services, if any, fully performed, and all warranty periods under this Agreement have expired:
- (a) Commercial General Liability – with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the

aggregate including coverage for (A) premises and operations, (B) Goods and completed operations, (C) explosion, collapse and underground damage, (D) contractual liability, and (E) sudden and accidental pollution liability. This insurance must be on an "occurrence" basis and not a "claims-made" basis.

(b) Automobile Liability – with limits of not less than \$1,000,000 each and every occurrence. Coverage must include owned, hired and non-owned vehicles.

(c) Worker's Compensation – Statutory Worker's/ Workmen's Compensation Coverage for the State in which contract or work is to be delivered and/or the employee's normal State of employment. Coverage must apply to all on-site and off-site locations. Such insurance shall be written for the required statutory amounts and be endorsed to include voluntary compensation and all states coverage.

(d) Employer's Liability, including occupational disease coverage – with limits of not less than \$1,000,000 Each Accident, Disease-Each Employee, Disease-Policy Limit.]

#### ALTERNATIVE TWO

[Without limiting any warranty or indemnity contained elsewhere in this Agreement, Seller shall, as a separate obligation, carry, maintain and pay for insurance of the types and in the minimum amounts as may be necessary to protect itself and Buyer from loss and liability in connection with the Goods and/or Services purchased under this Agreement. The amount of such coverage shall be consistent with industry standards.]

Seller agrees to provide Buyer at least thirty (30) days advance written notice of the cancellation of and/or any material modifications in the above listed coverage. If requested by Buyer, Seller shall deliver Certificates of Insurance confirming the above listed minimum insurance requirements.

**10. COMPLIANCE WITH LAW.** This Agreement is subject to all federal or state laws, municipal ordinances, or any orders or regulations of any regulatory body having, or purporting to have jurisdiction or control of any of the matters involved herein. Seller shall comply with all federal, state or local laws, ordinances, rules and regulations applicable to performance under this Agreement, and upon request, shall furnish evidence satisfactory to Buyer of such compliance. [Seller, if a subcontractor under U.S. Government contracts, hereby certifies and confirms that Seller is and shall remain in compliance with all Executive Orders applicable to performance under this Agreement.]

**11. DEFAULT.** Upon a breach of this Agreement by a party, the non-defaulting party shall notify the defaulting party in writing of such breach. If the defaulting party does not cure such breach within fifteen (15) days after its receipt of such notice, such breach shall be deemed an "Event of Default" under this Agreement. Upon an Event of Default by a party, the non-defaulting party may (i) terminate this Agreement effective immediately and without any liability as a result of such termination upon giving written notice to the defaulting party, and/or (ii) may pursue and/or exercise any and all other rights and remedies available under applicable law. The following events shall be deemed to be Events of Default under this Section: either party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such party which is not dismissed within sixty (60) days after the date such petition is filed, or suffers or permits the

appointment of a receiver for its business, or its assets become subject to any proceeding under a bankruptcy or insolvency law, domestic or foreign, or has liquidated its business.

#### 12. MISCELLANEOUS PROVISIONS.

(a) Entire Agreement. This Agreement (including the attachments and documents referenced herein or therein) constitutes the entire agreement and understanding between the parties hereto with respect to the Goods and/or Services purchased hereunder and supersedes and/or merges all prior agreements, understandings, representations, or conditions between Seller and Buyer regarding the subject matter hereof, whether written, oral, or implied; provided, however, that this Agreement shall not supersede any existing contracts entered into prior to the Effective Date between Seller and Buyer relating to the purchase and sale of other Goods or services. This Agreement may be amended only by written instrument signed by both Seller and Buyer.

(b) Governing Law, Jurisdiction. The validity, interpretation, and performance of this Agreement, including any breach thereof, shall be governed by and construed under the laws of the State of Utah without regard to the conflicts or choice of law principles thereof. Unless otherwise required by applicable laws, (a) Seller hereby consents to the personal jurisdiction of the state and federal courts in Utah for any dispute involving this Agreement, and (b) any action arising out of this Agreement shall be commenced and maintained exclusively in the state or federal courts located in Salt County, Utah and Seller waives any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground.

**[THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.]**

(c) Assignment. Neither this Agreement nor any claim against Buyer arising directly or indirectly out of or in connection with this Agreement shall be assigned by operation of law, or otherwise by Seller without Buyer's prior written consent. For purposes of this Agreement a change of control of Seller shall be deemed an assignment requiring written consent.

(d) Third Party Rights. Except for Indemnitees, nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Seller or Buyer. Furthermore, this Agreement is not intended and shall not be construed to create any rights in any parties other than Seller, the Indemnitees and Buyer and no other person shall assert any rights as a third party beneficiary hereunder.

(e) Non-Waiver. No waiver by either party of any breach by the other party of any of the covenants or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or of any other covenant or condition hereof.

(f) Independent Contractors. The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to constitute the parties hereto as partners or joint venturers with respect to the subject matter hereof, or any part thereof. Nothing in this Agreement shall be deemed to confer upon either party any property, lien or security interest in the facilities owned by the other party.

- (g) Confidentiality. In consideration of this Agreement, and intending to be legally bound by this provision, except as provided below, each party agrees not to disclose to any other party or individual the substance or contents of this Agreement without mutual written permission. All information, drawings, documents and knowledge of Buyer's operations, business, employees, processes or equipment acquired or handled by Seller in connection with this Agreement shall be considered to be confidential information, and shall not be disclosed without the prior written consent of Buyer. If either party must make any disclosure of this Agreement or, with respect to Seller, the above-described Buyer confidential information to employees, contractors, attorneys or auditors whose knowledge may be necessary to perform under this Agreement, any such persons must acknowledge in writing their awareness of the duty of confidentiality and their agreement to be bound by its terms. This provision shall survive the expiration or termination of this Agreement or any part thereof.
- (h) Written Notice. All notices, claims, demands, and other communications of similar import to be given to a party pursuant to this Agreement shall be in writing, and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted overnight delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, to the address(es) of the parties set forth in the Purchase Order. The specified addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.
- (i) Access to Site. If Seller is required to be on Buyer's site for purposes of fulfilling its obligations under this Agreement, Seller shall (i) give Buyer commercially reasonable prior notice of the need for and the desired date for such access, (ii) shall, unless expressly permitted by Buyer, obtain such access during Buyer's regular business hours and (iii) ensure that all of the Seller's personnel comply with all Buyer's site access policies. Seller acknowledges and agrees that Buyer may, in its discretion, deny access to any person that fails to comply with its site access policies and any such denial shall not entitle Seller to any extension of the time for performance of its obligations under this Agreement. Seller acknowledges and agrees that if it enters onto Buyer's site that it does so at Seller's own risk. Seller shall ensure that its personal are also aware that they enter onto Buyer's site at their own risk.
- (j) Cumulative Remedies. Buyer's rights and remedies hereunder are in addition to, and not in lieu of, Seller's other rights and remedies.

END OF GENERAL TERMS AND CONDITIONS

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