



## **BUSINESS TERMS OF USE**

Effective Date: November 24, 2020 (v. 4.1)

Welcome to Pluralsight! Our mission is creating progress through technology that lifts the human condition, which we are accomplishing by building an ecosystem for people to learn, teach, and connect. When you visit, view, use, or access our website [Pluralsight.com](https://www.pluralsight.com) and any applicable subdomains thereof, or any applications, mobile applications, functionalities, content, materials, or other online services provided by Pluralsight (collectively, the “**Platform**”), whether as a guest or a registered user, you’re agreeing to the following terms and conditions, so please take a few minutes to read over the Terms of Use below.

### **1. INTRODUCTION**

These Terms of Use (“**Terms of Use**”) including those additional terms outlined in Section 16 below as may be amended from time to time, together with any documents, policies, or terms they incorporate by reference (collectively, the “**Terms**”) are entered into by and between you and Pluralsight, LLC, a Nevada limited liability company (“**Pluralsight**”, “**we**”, “**our**” or “**us**”). For purposes of these Terms, “**you**” includes, individually and collectively, any individual you (the user or the user’s entity or organization) permit to visit, view, use, or access the Platform under your Plan. To the extent that you have entered into another written agreement with Pluralsight that contains terms that directly conflict with any of these Terms, then the conflicted terms set forth in such other agreement will control.

You acknowledge and agree that by (i) visiting, viewing, using, or accessing the Platform, (ii) clicking “Agree”, “Purchase”, “Submit”, or similar links, or (iii) signing or confirming a Sales Order or other agreement incorporating these Terms, that you have read, understand, and agree to be bound by these Terms, irrespective of whether you are a guest or a registered user of the Platform. **IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM. PLURALSIGHT’S ALLOWANCE OF YOUR USE AND ACCESS TO THE PLATFORM IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS.**

### **2. PRIVACY POLICY**

Your privacy is important to us, and we are committed to protecting your personal information. Any personal information submitted in connection with your use of the Platform is subject to our privacy policy found at <http://www.pluralsight.com/privacy> (the “**Privacy Policy**”), which is hereby incorporated by this reference. We will use information about you that we obtain either directly from you or that we obtain by nature of your use of the Platform in accordance with our Privacy Policy solely in furtherance of providing services to you and improving the Platform.

#### 4. DATA PROTECTION

Pluralsight's Data Protection Agreement can be found [here](#).

#### 5. PLATFORM ACCESS AND ACCOUNT REGISTRATION

To access the Platform, you may be asked to provide certain information to help us create and maintain a Pluralsight account for you. As such, it is a condition of your use of the Platform that all information you provide is correct, current, and complete. You agree that all information you provide is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Except as expressly provided herein, you may not transfer your account to any other person and you may not use anyone else's account at any time. In cases where you have nevertheless authorized or registered another person to use your account or Plan, or where you have acted negligently in safeguarding your account as set forth above, you agree you are fully responsible for (i) the acts and omissions of such person accessing the Platform via your account, (ii) controlling the person's access to and use of the Platform, and (iii) the consequences of any use or misuse by such person(s).

#### 6. PLURALSIGHT SUBSCRIPTION PLANS AND PAYMENT

- a. Subscription Plan and Subscription Management
- b. Plan Scope and Term. The Pluralsight business plan you purchase, register for, order, or renew includes the features set forth on <http://www.pluralsight.com/plans> or <https://www.pluralsight.com/pricing/flow> (each, a "**Plan**") or, in the Company Partnership Plan (see below). Pluralsight grants you access to the Platform for the term length set forth at the time of purchase, either during online checkout or as specified on a Sales Order (the "**Initial Term**") in strict accordance with these Terms. Any renewal of the Initial Term (or a Renewal Term), whether such renewal occurs by way of your automatic renewal, online checkout, a renewal Sales Order, or otherwise, shall be deemed a "**Renewal Term**", and together with the Initial Term, the "**Term**", as applicable.
  - i. Registration of Individual Users. Depending on your Plan, you may designate one or more of your employees to act as plan manager(s) (each, a "**Plan Manager**"). Any Plan Manager you authorize will have the ability to view user data and content, purchase additional subscriptions, invite users to utilize the features included in your Plan, including assigning and authorizing users via the Platform's Plan administrative functionalities. By purchasing a Plan, a specific number of individuals may register as Pluralsight users and receive access to the Platform. Each user must be designated and assigned by the business purchasing the Plan or by such business's designated Plan Manager, after which each user will be invited to register for a Pluralsight account and receive access to the Platform. Access to the Platform, including individual subscriptions, is to be used for the internal purposes of the business purchasing the Plan and may not be

shared. If your Plan requires it, or if you desire, we can assign and authorize users to specific features included in your Plan after your purchase so long as you provide us with the first name, last name, and email address of the individuals that will be entitled to access the Platform. Contact your designated Pluralsight Sales Representative or [sales@pluralsight.com](mailto:sales@pluralsight.com) for more details.

- ii. Changing the Number of Users. As a Plan holder, you or your Plan Manager may add additional users during the Initial Term or any Renewal Term, as applicable. Access to the Platform is conditioned upon timely payment for each user added, which will be prorated for the number of days remaining in your then-current Term and paid by your Payment Method on file (or invoiced). The number of individual users permitted in your Plan may not be reduced during the Term, nor will refunds be given for unused or unassigned licenses.
  - iii. Transfer of Access Not Permitted. You acknowledge and agree that the user access is specific to the individuals you designate. Except as set forth in your Sales Order, access granted under these Terms are *not transferable* to any other individual for any reason, and you will take all commercially reasonable steps to prevent your users from granting access to the Platform to any other individuals, both in and outside of your organization.
  - iv. Automatic Renewal. Unless you terminate your Plan in accordance with 11(b) below, or are purchasing through a reseller, or as otherwise set forth in your Sales Order, YOU UNDERSTAND AND AGREE THAT AT THE END OF EACH APPLICABLE TERM WE WILL AUTOMATICALLY RENEW YOUR PLAN (INCLUDING ALL FEATURES ON YOUR PLAN AT THAT TIME) FOR A PERIOD OF TWELVE (12) MONTHS AND PROCESS YOUR PAYMENT METHOD OR INVOICE FOR PAYMENT FOR THE RENEWAL TERM UP TO THIRTY DAYS PRIOR TO YOUR RENEWAL DATE AT THE THEN-APPLICABLE PRICE FOR YOUR PLAN.
- c. Payment. Access to the Platform is expressly conditioned on timely payment of the then-applicable fee(s) in advance for your Plan in the amount set forth during online checkout or in a Sales Order, unless you are accessing the Platform via a free pilot or other no-fee arrangement. We reserve the right to increase or decrease any fee at any time; however, to the extent you have paid your fee(s) in advance, the increase or decrease will not become effective for your Plan or service until the end of your current Term.
- i. Payment Method. By registering for, subscribing to, or purchasing a Plan and providing billing information, you grant us and our authorized third-party payment processor(s) the right to process payment using the debit card, credit card, bank information, third-party payment provider, or reseller you provide, authorize, or maintain on your account (individually, and collectively, “**Payment Method**”).
  - ii. Payment by Invoice. If you choose to be invoiced during online checkout (or choose to have a third-party payment provider or reseller be invoiced on your

behalf) rather than using your own Payment Method, you will be billed upon execution of a Sales Order, irrespective of the Plan start date, or, for online checkout, as of or around the Plan start date set forth during checkout. You hereby agree that payment is due as of the date of any Pluralsight invoice, payable within thirty (30) days of said date.

- iii. Editing Your Payment Method. If using online checkout, you may edit your payment method information by visiting our website and clicking on the “Account” link, available at the top of the pages of the Pluralsight website. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your payment method information or have not provided proper notice of cancellation of your account (see Cancellation Policy in Section 12(b) below), you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated. This may result in a change to your payment billing dates. We may update your payment method with information provided by the applicable payment service provider, and you authorize us to continue to charge the applicable fee to the updated payment method. Check with your payment method service provider for more details.
1. When you provide or add any form of payment method to your account, your bank may reserve the funds necessary or place a small authorization hold until the transaction processes or the authorization hold expires, but this is not the actual charge. The authorization will be removed from your account according to the policies of your bank; and as such, to remove an authorization, please contact your bank to clarify how long they hold authorizations for online orders
  2. Depending on where you transact with us, the type of payment method used, and where your payment method was issued, your transaction with us may be subject to foreign exchange fees or differences in prices because of exchange rates and other Pluralsight-provided geographic-specific pricing. We do not support all payment methods, currencies, or locations for payment.
- iv. Collection Methods. If your payment method fails, or if your account is past due, we may collect fees owed using other collection mechanisms—this may include charging other payment methods on file with us or retaining collection agencies and legal counsel, the fees and cost of which you hereby agree to pay. Notwithstanding anything to the contrary, your obligation to pay fees continues through the end of your applicable Term and regardless of whether you cancel your Plan during such Term. Late payments will bear an additional 1.5% interest monthly, plus taxes if applicable, which additional interest will be compounded daily.
- v. Suspension Because of Nonpayment. If payment is not received within the required time period, or if we are unable to renew your Plan based on inaccurate or outdated payment information, we may suspend your access to the Platform (including all of your users’ access) until payment is received. In the event we

suspend your Plan because of nonpayment and reinstate access to the Platform after you have made payment, no additional time will be added to the then-applicable Term.

- vi. Chargebacks. If you file a chargeback disputing charges made to Payment Method by Pluralsight and the chargeback is granted, your account will be deactivated.
- vii. Excess Use. If you use the Platform or services in violation of the scope granted hereunder, including but not limited to unauthorized rotation of user subscriptions within your Plan, or adding active users in excess of those outlined in your Sales Order (“Excess Use”), Pluralsight may, in its sole discretion, invoice you for the Excess Use, at the rates set forth in the applicable Sales Order or, in the absence thereof, our current list price for the features included in your Plan for such Excess Use.
- viii. Taxes. Payment is exclusive of taxes. When processing your Payment Method or invoicing, we may include a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind, other than taxes on Pluralsight’s income, imposed by any federal, state, or local governmental entity on any amounts payable by you under these Terms of Use or any Sales Order. We will remit taxes collected, if any, to the appropriate taxing authority.

## 5.1. TEAM TRIAL / PILOT SUBSCRIPTION PLANS

Your Plan may begin with a free team trial (for businesses that checkout online) (“**Team Trial**”) or a free or paid pilot (for businesses that purchase through a sales-guided process) (“**Pilot**”). The length of your Team Trial or Pilot will be set out at sign-up. We reserve the right, in our absolute discretion, to determine your eligibility for a Team Trial or Pilot, including creating multiple free trial accounts, and to withdraw or to modify your Team Trial or Pilot at any time without prior notice and with no liability. As a Team Trial or Pilot user, you acknowledge and agree that use and access to the Platform is subject to these Terms.

- a. Team Trial. A free Team Trial is provisioned through an online checkout for a limited number of users. You agree that access to the Platform during the Team Trial is governed by these Terms. In order to initiate a free Team Trial, you must enter a valid credit card during checkout payment method—we *will not* charge your credit card during the Team Trial nor will we automatically convert your account into a paid Plan upon its expiration, unless we provide notification of automatic conversion and automatic renewal when you initiate your Team Trial. If your Plan is not converted to a paid Plan, your users will lose access to the Platform at the end of such Team Trial.
- b. Pilot. A Pilot is provisioned through a sales-guided checkout only, which may or may not include a fee for the Pilot depending on the scope, features, and number of users on your Pilot. You agree that you and your users’ use of the Platform during the Pilot is governed by these Terms. Unless otherwise set forth during checkout or a Sales Order, at the end of your Pilot we *will not* automatically convert your account into a paid Plan. However, at

the end of your Pilot, in order to continue using and accessing the Platform, you must convert your Pilot into a paid Plan and pay the applicable fee.

## 5.2 COMPANY PARTNERSHIP PLAN

Your Plan may start with a trial, limited, or complete access to our Platform (“**Company Partnership Plan**”) facilitated through a company or community partnership between a third-party entity and Pluralsight (each, a “**Company Partner**”). The scope and features of the Platform available to you, the length of your Company Partnership Plan, and the fee (if applicable, and whether paid by you or the Company Partner) will be set out during checkout—most often through a specific URL dedicated to the Company Partnership Plan or set forth in your Sales Order. Together with our Company Partner, we reserve the right, in our absolute discretion, to determine your eligibility for a Company Partnership Plan, and to withdraw or to modify your Company Partnership Plan at any time without prior notice and with no liability. As a Company Partnership Plan user, you acknowledge and agree that your use of and access to the Platform is subject to (i) these Terms, and (ii) any other terms and conditions mandated by the applicable Company Partner as set forth.

## 6. PROPRIETARY MATERIALS

- a. Use of Pluralsight’s Proprietary Materials. The Platform contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight (collectively, “**Proprietary Materials**”), including without limitation source code, video, text, software, photos, graphics, images, music, and sound. You agree not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Materials. Proprietary Materials may only be accessed through the Platform, and not by or from any other site or means. The right of access to the Platform does not grant to you any right to download or store any Proprietary Materials in any medium, other than (i) that downloadable content that may be provided in connection with your Plan for certain training courses, including exercise files, course slides, and sample code, files that are automatically cached by your web browser for display purposes, and (iii) if we provide desktop, mobile, or other applications for download, a single copy of such application for your computer or mobile device solely for your own, personal use, provided you agree to be bound by these Terms and the end user license agreement below (collectively, the “**Authorized Downloadable Materials**”). Authorized Downloadable Materials are held by you pursuant to a limited revocable 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.
- b. End-user License Agreement. Pluralsight grants to you a non-exclusive license for the use and installation of the Authorized Downloadable Materials subject to all the terms and conditions as set forth in the Terms. 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.

- c. Reservation of Rights. Pluralsight reserves all intellectual property rights to the Proprietary Materials, other than as specifically granted under the applicable license granted you under these Terms. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Materials in any form or by any means, for any purpose, is permitted without our express written permission.
- d. Pluralsight Copyright and Marks. The entire Platform is protected by copyright. Complying with all applicable copyright laws is your responsibility. “Pluralsight”, “Skill”, “Flow”, “Skill IQ”, “Role IQ”, “Team IQ”, “Pluralsight IQ”, “IRIS”, and other Pluralsight marks and logos are service marks and trademarks of Pluralsight.
- e. Third-Party Marks. Other trademarks, service marks and logos used on the Site are the trademarks, service marks or logos of their respective owners. Pluralsight is using these third-party trademarks, service marks or logos with the permission of the trademark owner or for identification purposes only.
- f. Violation of Copyright or Intellectual Property Laws. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and at our sole discretion, remove or disable access to any materials on the Platform that we believe (or are notified) may infringe on the rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or otherwise infringes on your intellectual property rights, please report it to us promptly by way of the procedures that we maintain at <http://www.pluralsight.com/copyright-procedure>.

## 7. CONFIDENTIALITY

- a. Confidential Information. “Confidential Information” means all information which is disclosed to or obtained by one party (whether directly or indirectly) from the other, 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 these Terms; (ii) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whoever 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.

- b. Use of Confidential Information. The party receiving Confidential Information agrees to use the other's Confidential Information only for the purpose of performing its obligations under these Terms.

## 8. USER CONTENT

- a. The Platform may provide you with the ability to upload, post, submit, publish, or transmit information to the Platform, other users, or to third parties ("**User Content**").
  - i. Unless otherwise noted, all User Content you submit to the Platform, to third parties, or that is otherwise made available to Pluralsight will be considered confidential and proprietary and will be made available only to individuals or third parties that you authorize to access it via the Platform, API, or other means of transmission.
  - ii. To the extent that you provide any User Content, you represent and warrant that (a) you have all necessary rights, licenses and/or clearances to provide such User Content as provided above, such User Content is accurate and reasonably complete, (c) as between you and Pluralsight, you are responsible for the payment of third-party fees, if any, related to the provision and use of such User Content, (d) such User Content does not and will not infringe or misappropriate any third-party rights or constitute a fraudulent statement or misrepresentation or unfair business practices, (e) you are responsible for any User Content you upload or provide to the Platform and for complying with applicable laws relating thereto, including export control regulations, and (f) you agree to comply with all applicable rules regarding online conduct and acceptable content we may post on the Platform from time to time, including those set forth in Section 10 below.
  - iii. User Content that is submitted within certain areas of the Platform, such as publicly-available channels or blog posts, will be considered non-confidential and non-proprietary, and by so doing, you hereby grant us and our affiliates and service providers, and each other and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.
- b. Monitoring and Enforcement. We have the right to:
  - i. remove or refuse to post any User Content for any or no reason in our sole discretion;
  - ii. take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create risk or liability for Pluralsight;



- iii. disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
  - iv. take appropriate legal action, including without limitation referral to law enforcement for any illegal or unauthorized use of the Platform; and
  - v. terminate or suspend your access to all or part of the Platform for any violation of these Terms.
- c. Notwithstanding anything to the contrary, we have no obligation to review any User Content or materials before they are posted on the Platform, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, and we have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

## 9. FEEDBACK

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Platform. You acknowledge and agree that any and all feedback provided by way of the Platform or otherwise will be the sole and exclusive property of Pluralsight, and you hereby irrevocably assign to Pluralsight and agree to irrevocably assign to Pluralsight all of your right, title, and interest in and to all feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist Pluralsight to acquire, perfect, and maintain its intellectual property rights and other legal protections for the feedback.

## 10. “DOs” and “DON’Ts”

As a condition of using the Platform, you agree to adhere and abide to the following DOs and DON’Ts.

- a. DOs (User Obligations). You acknowledge and agree that you **will**:
  - i. comply with all applicable federal, state, local, or international law or regulations (including without limitation any laws regarding copyright, intellectual property, privacy and personal identity, or the export of data or software to and from the U.S. or other countries);
  - ii. provide true and accurate information to us and keep it updated;
  - iii. use all portions on the Platform in a respectful manner; and
  - iv. exit from your account at the end of each session or use of the Platform.
- b. DON’Ts (Prohibited Conduct). You acknowledge and agree that you **will not**:
  - i. reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, capture, download, save, upload, print, or otherwise transfer or retain information or content available on the

Platform other than with regard to Authorized Downloadable Materials, subject to the limited permissions set forth herein;

- ii. manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Platform, other than permitted use of Authorized Downloadable Materials or temporary storage of video materials for offline viewing (if permitted by your Plan).
- iii. permit or provide others access to the Platform;
- iv. impersonate or attempt to impersonate Pluralsight, a Pluralsight employee, another user, or any other person or entity (including without limitation by using e-mail addresses or account information associated with any of the foregoing) or provide incorrect or knowingly false information;
- v. remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Proprietary Materials or any other content available on the Platform;
- vi. violate or attempt to violate the Platform's security mechanisms, attempt to gain unauthorized access to the Platform or assist others to do so, or otherwise breach the security of the Platform or corrupt the Platform in any way;
- vii. co-brand or frame the Platform or establish a link in such a way as to suggest any form or association, approval, or endorsement on our part, without the prior express written permission of an authorized representative of Pluralsight;
- viii. use any portion of the Platform to aid in transmitting, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", or "spam" or any other similar solicitation;
- ix. post to any portion of the Platform any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory, or libelous content;
- x. use the Platform or its contents (including User Content) to recruit, solicit, or contact in any form other users or potential users for employment or contracting for a business not affiliated with us without the prior express written permission of an authorized representative of Pluralsight;
- xi. use or attempt to use the Platform to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- xii. engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm us or users of the Platform or expose them to liability; and/or
- xiii. use the Platform in any manner that could disable, overburden, damage, or impair the Platform, interfere with any other party's use of the Platform (including their ability to engage in real time activities through the Platform), or otherwise attempt to interfere with the proper working of the Platform.

- c. Restricted Use of Platform. We reserve the right to monitor use of the Platform and to suspend, revoke, deny, disable, or terminate your access or the access of any of your

users if you or they violate any provisions of these Terms (including, but not limited to the DOs and DON'Ts above) or if your or their usage behavior exceeds reasonable limits, as determined in our sole discretion.

- d. Export Controls. The Platform and its features are subject to United States export controls. No Platform content or materials may be downloaded or exported (i) into (or to a resident of) Cuba, Sudan, 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, you represent and warrant that you are 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, we make 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. REPRESENTATION, WARRANTIES, AND COVENANTS

- a. Your Representations and Warranties. You represent and warrant that:
  - i. You are over the age of 16 as all portions of the Platform are intended for only individuals over 16. If you are under 16 years of age, you may not register for an account or otherwise use the Platform;
  - ii. You are solely responsible for all service, telephony, data charges, and other fees and costs associated with your access to and use of the Platform, including without limitation maintaining all internet, browser software and extensions, computer hardware, telephone, and other equipment required for such access.
- b. Authority. You and Pluralsight each represent, warrant, and covenant that it has the full power and authority to: (i) enter into an agreement subject to these Terms; (ii) perform its obligations hereunder, and that its performance hereunder does not conflict with, limit, or be contrary to any other agreement; (iii) and that by so doing, it does not violate any applicable laws or any contractual relationship.
- c. Pluralsight Intellectual Property. We represent, warrant, and covenant that: (i) we have and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with our performance under these Terms to grant you rights granted hereunder; and (ii) neither the Platform (including the Proprietary Materials), nor the provision or utilization thereof as contemplated under these Terms, 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.

- d. Reliance and Functionality. Pluralsight does not warrant that the content or functions of the Platform will meet your requirements or that the operation of the Platform will be uninterrupted or error free. The content and materials presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from or related to any reliance placed on our materials by you, your users, or any other visitor to the Platform, or by anyone who may be informed of any of its contents. The Platform 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. We are not responsible or liable to you or any third party, for the content or accuracy of any materials provided by any third parties, and use of any services provided by third parties is subject to their policies and at your own risk.
- e. Availability of Platform. You recognize that the traffic of data through the Internet may cause delays during your use of or access to the Platform, and accordingly, you agree not to hold us liable for delays that are ordinary in the course of Internet use. You further acknowledge and accept that the Platform may not be available on a continual 24-hour basis due to such delays, delays caused by our upgrading, modification, or standard maintenance of the Platform, or any other delays outside of our control.
- f. Non-Pluralsight Products. If you install or enable Non-Pluralsight Products for use with Platform, you acknowledge that providers of those Non-Pluralsight Products may have access to User Content in connection with the interoperation of the Platform. Pluralsight will not be responsible for any use, disclosure, modification, or deletion of User Content while accessed or transmitted through such Non-Pluralsight Products.

## **12. TERMINATION; CANCELLATION POLICY**

- a. Pluralsight's Rights of Termination. You agree that we may suspend or deactivate your account or terminate your Plan if we believe that you have (a) breached these Terms; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorized User Content; or (d) violated or acted inconsistently with these Terms, our Privacy Policy, or any other applicable policies. You agree that any such suspension, deactivation or termination for the foregoing reasons may be effected without prior notice to you and that Pluralsight will not be liable to you or any third party for any

deactivation of your account or termination of your Plan.

b. Customer's Rights of Termination.

- i. For Cause. Either the business that purchased the Plan or Pluralsight may terminate the Plan or any Sales Order prior to its expiration if the other party breaches these Terms and fails to cure said breach within thirty (30) days after receipt of written notice thereof. Except for instances arising from Pluralsight's uncured breach, all fees or charges related to your Plan are non-refundable and all unpaid fees are due and payable immediately upon termination.
- ii. For Convenience. Unless otherwise specifically stated in terms specific to other products or Plans you purchase, a Plan may be terminated for convenience by sending written notice to Pluralsight at least thirty (30) days prior to the expiration of the then-current Term; however, in the event of any termination for convenience all fees paid are *completely non-refundable and any fees unpaid at the time of such termination for convenience shall remain due and payable*. For avoidance of doubt, in the event that the Sales Order is for a multiple year Term, any termination under this section will only be permitted at the end of that Term. With respect to any Term still in effect as of the date of such termination for convenience, and upon your request, your Plan will remain active to the end of your then-current Term to the extent your fee(s) have been paid; provided that these Terms will continue in effect and govern such Term until its expiration or earlier termination for cause. All termination requests made pursuant to this Section 12(b)(ii) must be emailed to [manage-subscription@pluralsight.com](mailto:manage-subscription@pluralsight.com) no later than thirty (30) days in advance of the then-current Term.
- iii. No Refunds. Refunds will not be given if you cancel your Plan or delete your account prior to the end of your Term.

- c. You acknowledge and agree that Pluralsight may retain and store your information on Pluralsight's systems for archival purposes notwithstanding any termination or cancellation of your account or Plan.

### 13. INDEMNIFICATION

- a. Indemnification. You agree to defend, indemnify and hold harmless Pluralsight, its directors, employees, licensors, independent contractors, providers, subsidiaries, and affiliates, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) (hereinafter, "**Claims**") arising out of or relating to : (i) your violation of these Terms; (ii) any information you post to the Platform; (iii) any use by you of the Platform's material, content, services, or products other than as expressly authorized in these Terms; or (iv) your use of any information obtained from the Platform.

- b. Indemnification Procedure. You agree to cooperate as fully as reasonably required in the defense of any Claims, including asserting any available defenses. We reserve the right, at our own expense, to assume the exclusive defense and control of any Claims or matter otherwise subject to indemnification by you and you may not in any event settle any Claims without our prior written consent.

#### **14. NO WARRANTY; LIMITATIONS ON LIABILITY**

- a. No Warranty. EXCEPT FOR THOSE WARRANTIES OUTLINED HEREIN, THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. NEITHER PLURALSIGHT NOR ANY PERSON OR ENTITY ASSOCIATED WITH PLURALSIGHT MAKES ANY PROMISE, WARRANTY, OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER PLURALSIGHT NOR ANY PERSON OR ENTITY ASSOCIATED WITH PLURALSIGHT PROMISES, REPRESENTS OR WARRANTS THAT THE PLATFORM OR CONTENT OBTAINED THROUGH THE PLATFORM OR ANY PORTION THEREOF WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ITS CONTENT OR MATERIALS WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. PLURALSIGHT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- b. Limitation on Liability. IN NO EVENT WILL PLURALSIGHT, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU, ANY OF YOUR USERS, OR ANY THIRD PARTY WITH RESPECT TO THE PLATFORM OR THE SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FORESEEABLE, FOR: (i) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE AMOUNT YOU HAVE PAID TO PLURALSIGHT FOR USE OF THE PLATFORM IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO SUCH LIABILITY ARISING; (ii) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF USE, OR LOSS OF GOODWILL; (iii) USER CONTENT OR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (iv) FOR

ANY MATTER BEYOND OUR REASONABLE CONTROL; OR (v) FOR ANY ACTIONS OF, OR SERVICES PROVIDED BY, THIRD-PARTY SERVICE PROVIDERS OR INDEPENDENT CONTRACTORS (INCLUDING MENTORS) PROVIDING SERVICES ON BEHALF OF PLURALSIGHT OR VIA THE PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 15. CHANGES TO TERMS OR THE PLATFORM

- a. Changes to these Terms. We reserve the right to change or modify these Terms, our Privacy Policy, or any terms they incorporate by reference in our sole discretion and at any time. Any such change or modification will be effective immediately upon posting to the Platform; however, any changes to Section 17(c) (Governing Law and Jurisdiction) will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform. We will take reasonable steps to notify you of any changes or modifications, but you agree to review the Platform periodically to be aware of any changes or modifications. Notwithstanding anything to the contrary, your continued use of the Platform and any other Pluralsight-provided services will be deemed your conclusive acceptance of all such changed or modified terms and conditions.
- b. Changes to the Platform. Pluralsight may at any time, without notice or liability, change or eliminate any content or feature of the Platform or any portion thereof, or restrict the use of any portion of the Platform. Your only right with respect to any dissatisfaction with any service-related change or elimination is to cease use of the Platform. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any reason.

## 16. ADDITIONAL TERMS

Our Platform and services are made available to you in accordance with these Terms and may also be subject to one or more of the additional terms set forth below ("**Additional Terms**"). If there is any conflict between these Terms of Use and the Additional Terms, then the Additional Terms govern in relation to that specific Plan or service you purchased from Pluralsight. The Additional Terms are subject to change.

- a. Pluralsight Professional Services. If you engage or utilize any of Pluralsight's professional services ("**Professional Services**"), the Professional Services are governed exclusively by the Pluralsight Professional Services Terms and Conditions located at <http://www.pluralsight.com/terms/professional-services-terms> ("**Professional Services Terms**").
- b. Pluralsight LIVE (User Conference Event). In the event you purchase a ticket to Pluralsight's user conference (known as "**Pluralsight LIVE**"), you agree that your

attendance is governed exclusively by the Pluralsight Live: General Terms and Conditions located at <http://www.pluralsight.com/terms/pluralsight-live-terms> (“**Pluralsight LIVE Terms**”).

- c. If you use a mobile device or Pluralsight-provided mobile application to access the Platform, the following additional terms and conditions also apply.
  - i. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Platform. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status, and details.
  - ii. You understand that wireless service may not be available in all areas at all times and may be affected by product, software, coverage, or service changes made by your service provider or otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use.
  - iii. Your access to or use of the Platform via your mobile device or Pluralsight-provided mobile application confirms your agreement to these terms of use.
- d. Additional guidance on using the Platform is available at our online help center as updated from time to time, accessible via <https://help.pluralsight.com/help> or such successor site.

## 17. GENERAL

- a. **Non-Waiver.** Failure by Pluralsight to enforce any provision(s) of these Terms will not be construed as a waiver of any provision or right.
- b. **Severability.** If any provision of these Terms is found to be illegal, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions of these Terms.
- c. **Governing Law and Jurisdiction.** These Terms, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to these Terms, or the negotiation, execution, or performance under these Terms (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with these Terms or as an inducement to agree to these Terms), are governed by and will be construed and enforced in accordance with the laws of the State of Utah, including its statute of limitations, without reference to (i) any conflicts of law principles that would apply the substantive laws of another jurisdiction to the parties’ rights or duties, (ii) the United Nations Convention on Contracts for the International Sale of Goods, or (iii) other international laws. Any action or other judicial proceeding for the enforcement of these Terms or any of its provisions shall be instituted



only in the courts of the State of Utah.

- d. Compliance with Legal Requests. Without limiting the foregoing, we have the right to fully cooperate with any valid legal process from a law enforcement authority with jurisdiction that requests or directs us to disclose customer data or other information on the Platform. YOU WAIVE AND HOLD HARMLESS US AND OUR AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US OR ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.
- e. Compliance with Applicable Laws. Pluralsight agrees to comply with all applicable laws and regulations, including the General Data Protection Regulation 2016/679 and the California Consumer Privacy Act, with respect to the use and disclosure of your personal information.
- f. Your Marks. You agree that we may identify you as a customer of Pluralsight on Pluralsight's websites and in other marketing materials. Pluralsight may display your trademarks, service marks, and/or logos in Pluralsight marketing materials or on our Platform in order to identify you as a customer. The foregoing shall be deemed a worldwide, non-exclusive, and irrevocable license to use your name, trademarks, service marks, and logos for this purpose during the Term. You also agree to be referenced in press releases and case studies prepared by Pluralsight. Such license and consent will terminate at the end of your Term.
- g. Dispute Resolution. Should any dispute arise with regard to these Terms, 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, provided that nothing herein will prevent us from seeking injunctive relief in the event of your actual or threatened breach of any terms of these Terms.
- h. Notice. Any notice which may be required to be given under these Terms, will be given: (i) by Pluralsight to you via e-mail to the e-mail address you maintain in your account settings or by notifying you electronically by displaying the notice in the Platform; (ii) by you to us in any commercially reasonable manner, including certified mail, return receipt requested, e-mail, or any other customary means of communication at the applicable mailing address set forth below, as may be updated from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

Pluralsight, LLC  
42 Future Way  
Draper, Utah 84020

Attn: Legal Counsel

Email: [contract-notices@pluralsight.com](mailto:contract-notices@pluralsight.com)

All other feedback, comments, requests for technical support, or other communications relating to the Platform should be directed to the Pluralsight support team by emailing [support@pluralsight.com](mailto:support@pluralsight.com).

- i. No Agency. Nothing in these Terms 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 these Terms 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 party, except as provided for herein or authorized in writing by the party to be bound.
- j. Equitable Relief. You acknowledge that a breach of these Terms may cause us irreparable damage, for which the award of damages would not be adequate compensation. Consequently, you agree that we may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy will be cumulative and not exclusive, and we may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which we may be entitled at law or in equity.
- k. Assignment. We may freely transfer or assign any portion of our rights or delegate our obligations under these Terms. You may not assign or otherwise transfer your rights, obligations, or duties under these Terms, in whole or in part, without our prior written consent, in our sole discretion. Any attempted transfer or assignment of these Terms without the prior written consent of Pluralsight will be null and void ab initio. Notwithstanding the foregoing, these Terms will be binding upon and will inure to the benefit of the permitted successors and assigns of each party to these Terms. For the avoidance of doubt, in the event you assign these Terms in violation of the foregoing, such assignee shall be responsible for compliance with these Terms, including but not limited to payment of any outstanding fees.
- l. Miscellaneous. These Terms and any terms that incorporate these Terms by reference, together with each Sales Order, as applicable, constitute the sole and entire agreement between you and Pluralsight with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform and to the subject matter contemplated by these Terms. The section titles used herein are displayed for convenience only and have no legal effect. Nothing in these Terms confers any third-party beneficiary rights or remedies. The inclusion of your purchase order number on any Sales Order, invoice, or other Pluralsight-provided document is for reference purposes only and is not an acceptance by Pluralsight of your terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by you to Pluralsight

will have no effect and are hereby rejected. If any dispute should arise between the parties hereto regarding the terms or subject matter of these Terms or the enforcement or breach of such terms, then the party prevailing in such dispute, whether by out-of-court settlement or final judicial determination, will be entitled to recover from the non-prevailing party all costs and expenses of such dispute incurred by such prevailing party, including without limitation reasonable attorneys' fees.

[END OF TERMS OF USE]