

**PLURALSIGHT TERMS AND CONDITIONS****PREPARED FOR G-CLOUD 12 FRAMEWORK BUYERS**

28th September 2020

Pluralsight provides a cloud-based platform located at the URL: <https://pluralsight.com/> and through any Pluralsight-provided mobile application (the “Platform”). Buyer desires to acquire subscriptions for a number of its employees (the “End Users”) to access the Platform and all functions, facilities, content and services related thereto, on the terms and conditions set forth herein. No hardware, on-site Professional Services or Project Specific IPR’s shall be furnished by Pluralsight to Buyer under these Pluralsight Terms and Conditions and/or the applicable Call-Off Contract(s) entered into with a Buyer.

1. Definitions

“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.

“Authorized Downloadable Materials” means; (i) that downloadable content that may be provided in connection with a Plan for certain training courses, including exercise files, course slides, and sample code, (ii) files that are automatically cached by Buyer’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 an End User’s computer or mobile device solely for use in connection with the terms of the Call-Off Contract.

“Buyer Data” means all content and information uploaded, posted submitted published or transmitted by Buyer 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.

“Non-Pluralsight Products” means online applications and offline software products that are provided by Buyer or a third party, and that interoperate with the Platform.

“Platform” means Pluralsight’s training platform with applications and features as more fully described under one or more Call-Off Contract(s).

“Plan Manager” one or more employees designated by Buyer to act as plan manager(s).

“Proprietary Materials” means the copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight contained on the Platform.

“Services” are defined in Section 11 (Professional Services).

“End User” means an individual who is authorized by Buyer to use the Platform under Buyer’s account. End Users may include Buyer’s employees, consultants, contractors and agents.

2. Use of the Platform

- 2.1. Pluralsight’s Responsibilities.** During the Term of the Call-Off Contract, Pluralsight will provide, and the Buyer will purchase and pay for, the products and/or services indicated in one or more Call-Off Contract (s) for the duration of the term indicated in such Call-Off Contract (s). From time to time, the parties may add or modify the products and/or services provided by Pluralsight hereunder, which, upon execution by Buyer and Pluralsight of a Variation, will be subject to the terms and conditions of the Call-Off Contract.



- 2.2. Buyer Responsibilities.** Buyer 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 End Users of the Platform; (d) be responsible for End Users' compliance with the Call-Off Contract; (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. Buyer's Plan Managers may enable access of the Platform to be used only by End Users solely for the internal business purposes of Buyer in accordance with the Documentation and not for the benefit of any third parties.
- 2.3. Usage Limits.** Except as may be set forth in a Call-Off Contract, access to the Platform by an End User is restricted solely to that End User. End Users may not share access credentials.
- 2.4. Usage Restrictions.** Buyer may not, and shall ensure End 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 Buyer; (c) upload, post, transmit, or otherwise make available to the Platform any content that (i) Buyer knows or reasonably should know is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or (ii) that Buyer 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; or (g) access the Platform or the Documentation to build a competitive product or platform. Pluralsight may, in its sole discretion, revoke or deny access to any End User violating the terms of this Section 2.4. Buyer acknowledges and agrees that any breach of these terms and conditions by any of its End Users will be deemed a breach by Buyer.
- 3. Proprietary Rights**
- 3.1. Reservation of Rights in Platform.** Subject to the limited rights expressly granted to Buyer hereunder, Pluralsight reserves all rights, title and interest in and to the Platform, including all related Intellectual Property Rights. No rights are granted to Buyer hereunder other than as expressly set forth herein.
- 3.2. Grant of Rights; Authorized Downloadable Materials.** Pluralsight hereby grants a non-exclusive, non-transferable, right to use the Platform, solely for the internal business purposes of Buyer and solely during the Term, subject to the terms and conditions of the Call-Off Contract and within the scope of use defined in the relevant Call-Off Contract. Unless otherwise specified in a Call-Off Contract, the Platform is provided in U.S. English. The right of access to the Platform does not grant to Buyer 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 Buyer 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 Buyer 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.



- 3.3. Ownership of Buyer Data.** As between Pluralsight and Buyer, Buyer owns Buyer Data. All Buyer Data is irrevocably deemed the exclusive property of Buyer. Pluralsight irrevocably waives any and all claims to any and all Buyer Data.
- 3.4. Aggregated Statistical Information.** Pluralsight owns the Aggregated 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. 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. Warranties & Disclaimers**
- 4.1. Warranties.** Pluralsight warrants that it has the authority to enter into the Call-Off Contract and, in connection with its performance of the Call-Off Contract, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data, including the General Data Protection Regulation 2016/679. 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 the Call-Off Contract and to grant Buyer the rights granted hereunder; (b) neither the Platform nor the provision or utilization thereof as contemplated under the Call-Off Contract 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; and (c) it will make commercially reasonable efforts to ensure that the Platform is available 99.0% of the time during the Term of the Call-Off Contract.
- 4.2. Non-Pluralsight Products.** If Buyer installs or enables Non-Pluralsight Products for use with Platform provided by Pluralsight hereunder, Buyer acknowledges that providers of those Non-Pluralsight Products may have access to Buyer Data in connection with the interoperation of the Platform. Pluralsight will not be responsible for any use, disclosure, modification or deletion of Buyer Data while accessed or transmitted through such Non- Pluralsight Products.
- 4.3. DISCLAIMER.** Except as otherwise stated herein, Pluralsight is not liable for any loss or injury of Buyer or its End Users arising out of or caused, in whole or in part, by (i) Buyer's or its End 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 Buyer or by any of its End Users as described in Section 2.4 above. EXCEPT AS OTHERWISE INDICATED, THE PLATFORM IS PROVIDED "AS IS".
- 4.4. Professional Services.** Buyer and Pluralsight may enter into a Call-Off Contract that describe specific professional Services to be performed by Pluralsight. Pluralsight will provide any professional Services in accordance with the Pluralsight Professional Services Terms attached hereto.
- 4.5. Location of Buyer Data.** Buyer Data will be located in data centers within the United States or Canada unless the parties otherwise expressly agree in writing or as necessary to comply with the law or binding order of a governmental body.
- 4.6. Privacy Shield.** Pluralsight is self-certified to the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Call-Off Contract provided that the Privacy Shield continues to be recognized by the European Commission as a legitimate basis for the transfer of personal data to an entity located in the United States.
- Supplier Staff Vetting/Background Checks.** Pluralsight shall conduct a background check on all employees of Pluralsight prior to employment begins. Any specific Supplier Staff Vetting requirements requested by a Buyer must be stated in the applicable Call-Off Contract.



PLURALSIGHT PROFESSIONAL SERVICES TERMS

1. PROFESSIONAL SERVICES

The scope and features of the Professional Services “Services” may be determined by the subscription Plan Buyer has purchased under a Call-Off Contract executed by the Parties. A summary of subscription Plans, including any bundled Services offerings, can be found at <https://www.pluralsight.com/terms/plans>. A summary of Pluralsight’s Services, their associated scope and features, is as follows:

- 1.1 ProServ Skills Strategy: The Proserv Skills Strategy plan provides the Buyer with a customized road map to align internal business objectives to Pluralsight’s content through delivery of a Skills Strategy plan for five (5) to ten (10) roles/topics based on the tier purchased by Buyer. Unless otherwise outlined in a SOW between the Parties, Buyer must engage with Pluralsight to commence the ProServ Skills Strategy plan within ninety (90) days of the Sales Order start date and such work shall be completed within sixty (60) days of the agreed upon project kickoff date.
- 1.2 ProServ Integrations: Buyer will be provided with a variety of integrations to facilitate Buyer’s use of Pluralsight. Buyer must engage with Pluralsight to commence ProServ Integrations services within ninety (90) days of the Sales Order start date and such work shall be completed within sixty (60) days of agreed upon project kickoff date. Pluralsight will offer Buyer support for Buyer’s configured integrations for the initial Term of the underlying subscription Plan. In the event Buyer desires; a) changes to the configured integrations after the initial Term, or b) configuration(s) of additional integrations, Buyer must purchase additional ProServ Integrations services.
 - a. Single Sign-On (SSO). Pluralsight supports SSO using SAML 2.0 as the standard. SSO is a configuration between Buyer and Pluralsight (or Buyer’s LMS and Pluralsight) that allows Users to provision a Pluralsight log-in and/or login to the Pluralsight Platform without the need for Pluralsight-specific credentials. Buyers 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. Buyer may also choose self-provisioning, which does not use SAML JIT.
 - b. Auto SSO. Buyer may 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 Buyer’s responsibility; and as such, Buyer disclaims any and all liability associated with alignment to any such attributes.
 - c. Data Export. Pluralsight offers additional reporting of usage information beyond Pluralsight’s standard dashboard that can be exported to a .CSV or .TXT file (said process referred herein as “Data Export”). 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 Export can be enabled to trigger one-time or on a daily, weekly, or monthly recurring basis via Buyer’s FTP, SFTP, or POST/PUT to API (hereinafter “Data Export Instruments”). Pluralsight is not responsible to provide or support Buyer’s Data Export Instruments and further agrees that delivery times of such Data Exports may vary.
 - d. Usage API. Pluralsight has created and currently maintains a REST API that includes API end points for usage, completions, and users. Pluralsight only provides the end points and API tokens and will not support nor provide Buyer scripting to such end points and tokens. The API tables that support Pluralsight’s API endpoints update at least once every 24 hours. There are no restrictions on how frequently such API endpoints can be hit, but Pluralsight reserves the right to block IPs if such access becomes excessive in Pluralsight’s sole opinion.
 - e. User Management API. The User Management API allows for user invites, User updates/deletes/reads, and team assignment (not creation). Pluralsight only provides the end points and tokens and does not support or provide scripting to such end points and tokens. There are no restrictions on how frequently such API

endpoints can be hit, but Pluralsight reserves the right to block IPs if such access becomes excessive in Pluralsight's sole opinion.

1.3 ProServ Onboarding: Unless otherwise outlined in a SOW between the Parties, Buyer must engage with Pluralsight to commence ProServ Onboarding within ninety (90) days of the start date listed on the Sales Order and such work shall be completed within ninety (90) days thereafter.

a. Skills Enterprise ProServ 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
- Onboarding strategy plan to be created by the parties
- Assigned Technical Onboarding Consultant
- Assigned Enterprise Support Representative
- 1-day onsite visit

b. Skills Onboarding:

- ProServ Skill Strategy Plan that includes up to 5 roles/topics.
- 2 virtual enablement training sessions (up to 60 min for each session)
- ProServ Integrations
- Onboarding strategy plan to be created by the parties
- Assigned Technical Onboarding Consultant

c. Flow Onboarding:

- ProServ Integrations
- 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)
- Tier 3-4: Up to 6 virtual enablement training sessions (up to 60 min each session)

Unless otherwise set forth in a Call-Off Contract, all Onboarding Services outlined above shall run for the ninety (90) day duration of the onboarding engagement.

2. MISCELLANEOUS

- 3.1 Unless otherwise specified in a Call-Off Contract, all professional services must be utilized by Buyer within one (1) year of purchase. Buyer 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. Buyer 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 Buyer Confidential Information.
- 3.3. Services provided by Pluralsight hereunder are for use by Buyer only and for the purposes described herein. Pluralsight is not liable for any loss or injury of Buyer or its Users arising out of or caused, in whole or in part, by Buyer's or its Users' use or application of the knowledge gained from the Services. In no event will Buyer 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 Buyer's Plan and as stated in Pluralsight's G-Cloud Pricing document.

[END OF PROFESSIONAL SERVICES TERMS]