

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) is entered into as of _____ (the “**Effective Date**”) by and between Pluralsight, LLC, a Nevada limited liability company, whose principal address is 42 Future Way, Draper, UT 84020 (“**Pluralsight**”), and Mt. Diablo Unified School District (“**Customer**”).

1. Definitions

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the Customer. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the Customer.

“**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.

“**Agreement**” means this Master Services Agreement, together with any exhibits and addendums attached hereto and all applicable Sales Orders.

“**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 Customer’s web browser for display purposes, and (iii) if Pluralsight provides desktop, mobile, or other applications for download in connection with the Platform, a single copy of such application for a User’s computer or mobile device solely for use in connection with the terms of this Agreement.

“**Confidential Information**” means all information which is disclosed to or obtained by one Party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including the Proprietary Materials and all information relating to that other’s business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which: (i) is available to the public other than because of any breach of this Agreement; (ii) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without reference to any Confidential Information provided. Pluralsight recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by Pluralsight.

“**Customer**” means the customer named above and its Affiliates.

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

“**Documentation**” means Pluralsight’s online help center as updated from time to time, accessible via <https://help.pluralsight.com/help> or such successor site.

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

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



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

“Plan” means the specific scope and features of the plan purchased by Customer as further outlined at <http://www.pluralsight.com/plans>, <https://www.pluralsight.com/pricing/flow> or such successor site(s).

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

“Platform” means Pluralsight’s training platform with applications and features as more fully described under one or more Sales Order(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.

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

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

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

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

2. Use of the Platform

- 2.1. Pluralsight’s Responsibilities.** During the Term of this Agreement, Pluralsight will provide, and the Customer will purchase and pay for, the products and/or services indicated in one or more Sales Order(s) for the duration of the term indicated in such Sales Order(s). From time to time, the parties may add or modify the products and/or services provided by Pluralsight hereunder, which, upon execution by Customer of a new Sales Order, will be subject to the terms and conditions of this Agreement.
- 2.2. Customer Responsibilities.** Customer shall (a) designate one or more of its employees to act as Plan Manager(s); (b) be responsible for maintaining the confidentiality of its logins and passwords; (c) obtain any permissions required for Plan Managers to have the right to access information entered by Users of the Platform; (d) be responsible for Users’ compliance with this Agreement; (e) use commercially reasonable efforts to prevent unauthorized access to or use of Platform; and (f) use the Platform only in accordance with applicable laws and government regulations. Customer’s Plan Managers may enable access of the Platform to be used only by Users solely for the internal business purposes of Customer in accordance with the Documentation and not for the benefit of any third parties.
- 2.3. Additional Users.** Unless otherwise specified in an applicable Sales Order, (a) additional User subscriptions may be added to a Plan via the Platform interface or by Sales Order during the applicable Term at the same pricing as that for the pre-existing Users thereunder, prorated for the remainder of the Term in effect at the time the additional Users are added; and (b) User’s access to the Plan will terminate on the end date of the then-applicable Term. If additional Users are added via a Sales Order to an existing Plan, Customer may accept such additional Users by: (1) signing the applicable Sales Order; or (2) delivering a purchase order to Pluralsight referencing the quote number listed on the applicable Sales Order.
- 2.4. Usage Limits.** Except as may be set forth in a Sales Order, access to the Platform by a User is restricted solely to that User. Users may not share access credentials.
- 2.5. Usage Restrictions.** Customer may not, and shall ensure Users do not, (a) sublicense, reproduce, redistribute, broadcast, resell, time share or similarly exploit the Platform; (b) make the Platform available to, or use the Platform for the benefit of, anyone other than Customer; (c) upload, post, transmit, or otherwise make available to the Platform any content that (i) Customer knows or reasonably should know is unlawful, harmful, threatening,



abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or (ii) that Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights; (d) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks; (f) use the Platform in violation of applicable laws; 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 User violating the terms of this Section 2.5. Customer acknowledges and agrees that any breach of these terms and conditions by any of its Users will be deemed a breach by Customer.

3. Proprietary Rights

- 3.1. Reservation of Rights in Platform.** Subject to the limited rights expressly granted to Customer hereunder, Pluralsight reserves all rights, title and interest in and to the Platform, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 3.2. Grant of Rights; Authorized Downloadable Materials.** Pluralsight hereby grants a non-exclusive, non-transferable, right to use the Platform, solely for the internal business purposes of Customer and solely during the Term, subject to the terms and conditions of this Agreement and within the scope of use defined in the relevant Sales Order. Unless otherwise specified in a Sales Order, the Platform is provided in U.S. English. The right of access to the Platform does not grant to Customer any right to download or store any Proprietary Materials in any medium, other than those Authorized Downloadable Materials identified on the Platform. Authorized Downloadable Materials are held by Customer pursuant to a limited revocable term license only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner. Pluralsight grants to Customer a non-exclusive license for the use and installation of the Authorized Downloadable Materials subject to all the terms and conditions as set forth herein. This license governs any and all software upgrades or additional features provided by Pluralsight that would replace or supplement the original installed version of the Authorized Downloadable Materials, unless those other upgrades or features are covered under a separate license, in which case those terms govern.
- 3.3. Ownership of Customer Data.** As between Pluralsight and Customer, Customer owns Customer Data. All Customer Data is irrevocably deemed the exclusive property of Customer. Pluralsight irrevocably waives any and all claims to any and all Customer Data.
- 3.4. Customer Feedback.** Pluralsight shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use for any purpose or incorporate into the Platform any Customer Feedback received in connection with Customer's use of the Platform.
- 3.5. Aggregated Statistical Information.** Pluralsight owns the Aggregated Statistical 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. Fees, Invoicing and Taxes

- 4.1. Fees and Invoicing.** Customer will pay all fees specified in all Sales Orders hereunder. Payment obligations are non-cancelable and, except as expressly set forth in Sections 5.3 and 8.1 below, fees paid are non-refundable. Fees will be billed on or around Customer's execution of a Sales Order or up to thirty (30) days in advance of a renewal thereof, as applicable. Pluralsight will bill Customer through invoices sent via email to the address



designated by Customer, unless an alternative payment method is requested by Customer in writing. Customer agrees that fee(s) for each product set forth on a Sales Order may be increased by a minimum of six percent (6%) for each twelve (12) month Renewal Term. Full payment for invoices issued must be received within thirty (30) days of the receipt of the invoice. If payment is not received within such time period, Pluralsight may restrict Customer's and its Users' access to the Platform until payment is received. In the event Pluralsight suspends Customer's plan because of nonpayment, no additional time will be added to the then-applicable Term. Unless otherwise set forth in a Sales Order, all payments must be made in U.S. dollars. Late payments hereunder will accrue interest at a rate of 1 ½% per month, or the highest rate allowed by applicable law, whichever is lower.

- 4.2. Taxes.** Fees are exclusive of taxes. Pluralsight may include on the invoice a separate charge for any applicable sales, use, value-added, or excise taxes, and any other similar taxes, duties or charges of any kind (excluding taxes on Pluralsight's income), imposed by any federal, state, or local governmental entity on any amounts payable by Customer under this Agreement or any Sales Order. Pluralsight will remit taxes collected, if any, to the appropriate taxing authority.

5. Term and Termination

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

- 5.2. Term of Sales Order.** The term of each Sales Order will be set forth therein (each an "**Initial Term**"). Each Sales Order, including any additional Users added thereto pursuant to Section 2.3, may be renewed for a period of twelve (12) months or as outlined on the Sales Order (each, a "**Renewal Term**"). Customer may confirm its intention to renew by: a) signing the Sales Order for the Renewal Term, or b) delivering a purchase order to Pluralsight referencing the quote number listed on the applicable Sales Order for such Renewal Term. For purposes of this Agreement, "**Term**" means the Initial Term or any Renewal Term, as applicable.

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

6. Warranties & Disclaimers

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

- 6.2. Non-Pluralsight Products.** If Customer installs or enables Non-Pluralsight Products for use with Platform provided by Pluralsight hereunder, Customer acknowledges that providers of those Non-Pluralsight Products may have access to Customer Data in connection with the interoperation of the Platform. Pluralsight will not be responsible



for any use, disclosure, modification or deletion of Customer Data while accessed or transmitted through such Non- Pluralsight Products.

- 6.3. DISCLAIMER.** Except as otherwise stated herein, Pluralsight is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by (i) Customer's or its Users' use or application of the knowledge gained from Platform or the Services, (ii) any computer virus not originating from the Platform, or (iii) any unauthorized use of the Platform by Customer or by any of its Users as described in this Agreement. EXCEPT AS OTHERWISE INDICATED, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE PLATFORM RESTS WITH THE USER.
- 6.4. Functionality.** Pluralsight does not warrant that the content or functions of the Platform will meet Customer's requirements or that the operation of the Platform will be uninterrupted or error free. The Platform (including without limitation its blogs and any interactive features) may include content provided by third parties, including materials provided by other users, bloggers, or third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Pluralsight, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Pluralsight. Pluralsight is not responsible or liable to Customer, its Users, or any third party, for the content or accuracy of any materials provided by any third parties.
- 7. Data Protection.** Pluralsight has implemented appropriate technical and organizational measures designed to: (i) ensure the security and integrity of personal data; (ii) protect against threats or hazards to the security or integrity of personal data; and (iii) prevent unauthorized access to personal data, as set forth in the Security Measures attached to the Data Processing Exhibit, as may be updated from time to time, provided that the controls set forth therein will not materially diminish during the Term. The Data Processing Exhibit attached hereto will apply to Pluralsight's processing of personal data shared with Pluralsight by Customer.
- 8. Indemnification**
- 8.1. By Pluralsight.** Pluralsight will indemnify, defend, and hold harmless Customer, its directors, officers, employees, agents, and Affiliates (each, a "**Customer Indemnitee**") from and against any and all third-party liabilities, claims, damages and losses, including all reasonable attorneys' fees, costs, and expenses (collectively, "**Claims**"), arising out of or connected with any Claims that the Platform infringes, misappropriates, or violates any third party's intellectual property rights ("**Infringement Claim**"), except for any such infringement, misappropriation, or violation that arises out of any act or omission by Customer, Users, or any agent, or Affiliate of Customer in violation of the terms and conditions of this Agreement or any Sales Order, including without limitation, those prohibitions set forth in Section 2.5. In the event of any such Infringement Claim, Pluralsight may, at its option: (i) obtain the right to permit Customer to continue using the Platform, (ii) modify or replace the relevant portion(s) of the Platform with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing portion of the Platform and refund to Customer any prepaid, unused fees for such infringing portion of the Platform hereunder. Notwithstanding the foregoing, Pluralsight will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Platform made by a party other than Pluralsight, (2) Customer Data or the combination of the Platform with Non-Pluralsight Products, or (3) Customer's use of the Platform other than in accordance with the Documentation and this Agreement. The indemnification obligations set forth in this Section 8.1 are Pluralsight's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind. Nothing contained herein

this Section 8.1 shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

- 8.2. By Customer.** Unless otherwise prohibited by law, Customer will indemnify, defend, and hold harmless Pluralsight and its directors, officers, employees, agents, and Affiliates (each, a **"Pluralsight Indemnitee"**) from and against any and all third-party Claims arising out of or connected with any act or omission by Customer, Customer's User or any employee, agent or contractor of Customer in violation of the terms and conditions set forth in Section 2.5 hereof and any and all third party claims, actions and demands alleging Customer Data infringes or misappropriates the intellectual property rights of a third party or violates applicable law.
- 8.3. Indemnification Procedure.** A party (whether a Customer Indemnitee, or a Pluralsight Indemnitee, each an **"Indemnitee"**) that believes it is entitled to be indemnified pursuant to this Agreement will (i) promptly notify the applicable Party (the **"Indemnitor"**) in writing of any Claims for which such Party owes an indemnification obligation hereunder, and (ii) cooperate with the Indemnitor at the Indemnitor's sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 8.3 will not relieve the Indemnitor of its obligations under this Section 8 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. In no event will Indemnitor settle any Claim without the consent of the Indemnitee, which Indemnitee will not unreasonably withhold, condition, or delay, unless such settlement includes an unconditional release of Indemnitee from all liability and does not contain any admission of liability on behalf of Indemnitee.

9. Limitation of Liability

- 9.1. No Consequential or Indirect Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM PLURALSIGHT'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 9.2. Limitation of Liability.** EXCEPT FOR INSTANCES ARISING FROM (I) A PARTY'S INDEMNIFICATION (SECTION 8) OBLIGATIONS UNDER THIS AGREEMENT, OR (II) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

10. Confidentiality

- 10.1. Non-Disclosure.** Each Party undertakes that it will not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person any Confidential Information (as defined above) of the other Party, except as permitted by this Section 10.
- 10.2. Permitted Disclosure.** Each Party may disclose the other Party's Confidential Information: to its employees, officers, representatives, or advisers for the purposes of carrying out the Party's obligations under this Agreement on a need-to-know basis. Each Party will ensure that each of its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information complies with this Section; and as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange, provided that the disclosing Party notifies the other Party in advance of the disclosure if permitted.
- 10.3. Use of Confidential Information.** Each Party agrees to use the other Party's Confidential Information only for purpose of performing its obligations under this Agreement.

11. Professional Services

Customer and Pluralsight may enter into a Sales Order that describe specific professional Services to be performed by Pluralsight. Pluralsight will provide any professional Services in accordance with the Pluralsight Professional Services Addendum attached hereto, which addendum may be updated by Pluralsight from time to time. If applicable, while on Customer premises for Professional Services, Pluralsight will comply with reasonable Customer rules and regulations made known to Pluralsight in writing prior to Pluralsight’s personnel going on Customer’s premises regarding safety, security, and conduct, and will at Customer’s reasonable request promptly remove from the project any Pluralsight personnel not following such rules and regulations.

12. General Provisions

- 12.1. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.
- 12.2. Governing Law; Disputes.** This Agreement is governed by and will be construed in accordance with the laws of the State of Delaware. Should any dispute arise with regard to this Agreement, the Parties agree to first work in good faith to resolve such dispute, and neither Party may commence any action with regard to such dispute until thirty (30) days have passed from the time such Party has provided written notice to the other Party of the nature of such dispute.
- 12.3. Customer Marks.** Customer agrees that Pluralsight may identify it as a customer of Pluralsight on Pluralsight’s websites and in other marketing materials. Pluralsight may display Customer’s trademarks, service marks, and/or logos in Pluralsight marketing materials or on our Platform in order to identify Customer as a customer. The foregoing shall be deemed a worldwide, non-exclusive, and irrevocable license to use Customer’s name, trademarks, service marks, and logos for this purpose during the Term of this Agreement. Customer also agrees to be referenced in press releases and case studies prepared by Pluralsight. Such license and consent will terminate at the end of the Term of this Agreement.
- 12.4. Notice.** Any notice which may be required to be given under this Agreement by Pluralsight, may be given to Customer via e-mail to the Plan Manager(s) identified in Customer’s account or by notifying Customer electronically by displaying the notice in the Platform. All other notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, email with confirmation of receipt, or any other customary means of communication to the other Party at the applicable mailing address or electronic mail set forth below as may be updated by the Parties from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

To Customer:	To Pluralsight:
Mt. Diablo Unified School District 1936 Carlotta Dr. Concord, CA 94519 Attn: Robert Sidford Email: sidfordr@mdusd.org	Pluralsight, LLC 42 Future Way Draper, UT 84020 Attn: Legal Counsel Email: contract-notices@pluralsight.com

- 12.5. Non-Waiver.** Failure by either Party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.
- 12.6. Severability.** If any provision of this Agreement or a Sales Order is found to be illegal, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement.
- 12.7. No Agency.** Nothing in this Agreement will be construed as making either Party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither Pluralsight nor any other Party to

this Agreement has, or may hold itself out to any third party as having, any authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other, except as provided for in this Agreement or authorized in writing by the Party to be bound.

- 12.8. Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, pandemics, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Pluralsight or Customer employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 12.9. Assignment.** Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party. Any attempted transfer or assignment of this Agreement without the prior written consent of the other Party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each Party to this Agreement.
- 12.10. Miscellaneous.** This Agreement and any Sales Order may be executed in any number of counterparts, all of which will constitute a single agreement. Facsimile or electronic signatures will have the same force and effect as original signatures. Except as specifically allowed for herein, any modification of or amendment to any provision contained in this Agreement or any Sales Order will be effective only if the modification or amendment is in writing and signed by both Pluralsight and Customer. The inclusion of a Customer purchase order number on any Sales Order or invoice is for reference purposes only and is not an acceptance by Pluralsight of Customer's terms or conditions contained therein or elsewhere. The terms on any such purchase order or similar document submitted by Customer to Pluralsight will have no effect and are hereby rejected. In the event of any inconsistency between this Agreement and a Sales Order, the terms and conditions of the Sales Order with respect to such conflicting provision will control over this Agreement with respect to the services provided under that Sales Order only, if (but only if) such conflicting provisions expressly reference the specific Section in this Agreement that the Parties intend to amend or supersede; otherwise, this Agreement will control.

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

Mt. Diablo Unified School District

Pluralsight, LLC

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

DATA PROCESSING EXHIBIT

This Data Processing Exhibit (this “**DPE**”) forms a part of the Master Services Agreement between Pluralsight and Customer (the “**Agreement**”) under which Pluralsight provides the Pluralsight Platform to Customer.

1. **Definitions.** Unless otherwise defined below, capitalized terms used in this DPE are defined in the Agreement, and are used herein as defined therein.

“**Adequate Country**” means a country or territory that is recognized under EU Data Protection Laws from time to time as providing adequate protection for personal data;

“**Customer Data**” means Personal Data provided to Pluralsight by Customer in order for Pluralsight to perform its obligations under the Agreement;

“**Data Subject Request**” means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that person’s Personal Data or an objection from or on behalf of a data subject to the processing of the data subject’s Personal Data;

“**Data Protection Laws**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including (where applicable) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and the California Consumer Privacy Act (CCPA);

“**Personal Data**” means any information relating to an identified or identifiable natural person;

“**Pluralsight Group**” means Pluralsight and any corporate entities which are from time to time Affiliates of Pluralsight.

“**processing**”, “**data controller**”, “**data subject**”, “**supervisory authority**” and “**data processor**” shall have the meanings ascribed to them in the GDPR. For purposes of this DPE, the term “data subject” includes a “consumer” as that term is defined in the CCPA;

“**Security Breach**” means an actual incident of unauthorized or accidental disclosure of or access to any Customer Data by any of its staff, sub-processors or any other identified or unidentified third party. “Pings” and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents are not included within the meaning of Security Breach.

2. **Data Processing**

2.1 **Scope and Roles of the Parties.** This DPE applies when Customer Data is processed by Pluralsight. In this context, Customer and its Affiliates are the data controller(s) and Pluralsight is the data processor, processing Customer Data on Customer’s and its Affiliates’ behalf. The parties hereby acknowledge and agree that Pluralsight is the data controller with respect to the Personal Data provided to Pluralsight by an individual user of the Platform, excluding and distinct from the Customer Data.

2.2 **Subject-Matter, Nature, Purpose and Duration of Data Processing.** Pluralsight processes Customer Data to provide access to and functionality on the Platform. The duration of the processing shall be for the term of the Agreement.

2.3 **Categories of Data Subjects and Types of Personal Data.** Pluralsight processes Customer data for Customer’s employees and other persons authorized by Customer to access the Platform. The types of Customer Data processed pursuant to this DPE are first name, last name, corporate email address, and last login IP address of data subjects.

2.4 **Compliance with Laws.** Customer and Pluralsight each will comply with the Data Protection Laws in its role as data controller or data processor, respectively. As between the parties, Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Data and the means by which Customer acquired Customer Data.

2.5 **Customer Instructions.** The parties agree that this DPE and the Agreement constitute Customer's documented instructions to Pluralsight for the processing of Customer Data ("**Documented Instructions**"). Pluralsight will process Customer Data only in accordance with Documented Instructions, and will not sell, nor retain, use or disclose Customer Data for any other purpose. Additional instructions outside the scope of the Documented Instructions (if any) require the parties' prior written agreement, including agreement on any additional fees payable by Customer to Pluralsight for carrying out such additional instructions. Pluralsight shall notify the Customer promptly (unless prohibited from so doing by applicable law) in the event that applicable law requires Pluralsight to process Customer Data other than pursuant to Documented Instructions or if, in Pluralsight's opinion, any Documented Instruction violates applicable law.

3. **Security of Customer Data.**

3.1 **Security Program.** Pluralsight has implemented appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Data as set out in the Security Measures attached hereto as Annex 2.

3.2 **Pluralsight Personnel.** Pluralsight shall take reasonable steps to ensure that only authorised personnel have access to such Customer Data and that any persons whom it authorises to have access to the Customer Data are (i) appropriately trained regarding the handling and safeguarding of Customer Data; and (ii) are under obligations of confidentiality.

3.3 **Return or Deletion of Customer Data.** Upon receipt of Customer's written election at the termination or expiry of the Agreement, and unless prohibited by applicable law, Pluralsight shall promptly delete (as specified by Customer) all Customer Data (including copies thereof) processed by Pluralsight.

3.4 **Government Access Requests.** If Pluralsight receives a demand from a governmental body for Customer Data, Pluralsight will attempt to redirect the governmental body to request that data directly from Customer. If compelled to disclose Customer Data to a governmental body, and unless prohibited by applicable law, Pluralsight will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy.

4. **Security Breaches.** If Pluralsight becomes aware of a Security Breach, it shall, without undue delay, notify Customer of the Security Breach. Pluralsight's notice shall include, if known, (i) the possible cause and consequences of the Security Breach; (ii) the categories of Customer Data involved; (iii) a summary of the possible consequences for the relevant data subjects; (iv) a summary of the unauthorised recipients of the Customer Data; and (v) the measures taken by Pluralsight to mitigate any damage. Unless required by applicable law, Pluralsight shall not make any announcement about a Security Breach (a "**Breach Notice**") without the prior written consent of Customer of the content, media and timing of the Breach Notice.

5. **Data Subject Rights**

5.1 **Access, Correction, Deletion or Restriction.** Pluralsight will assist Customer in meeting its obligations under applicable Data Protection Laws, by either (i) providing Customer the ability within the Platform to access, correct or delete Customer Data or restrict its processing; or (ii) if such functionality is not available within the Platform, make Customer Data available to Customer, or as applicable, make such corrections, deletions, or restrictions on Customer's behalf.

5.2 **Handling of Data Subject Requests.** Customer is solely responsible for responding to Data Subject Requests. Unless otherwise required by law, if Pluralsight receives a Data Subject Request, it shall promptly redirect the data subject to Customer.



5.3 **Data Portability.** During the term of the Agreement, Customer may extract Customer Data from the Platform, including so that Customer can provide Personal Data to an individual who makes a data portability request under Data Protection Laws.

6. Sub-Processing

6.1 **Notification of New Sub-processors and Objection Right.** Pluralsight will maintain a list of sub-processors at the following URL: <http://www.pluralsight.com/sub-processors>, will add the names of new and replacement sub-processors to the list prior to them starting sub-processing of Customer Data, and shall provide a mechanism (e.g. RSS Feed) to allow Customer to receive notices of updates to the list. If Customer has a reasonable objection relating to data protection to any new or replacement sub-processor, it shall notify Pluralsight of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If Pluralsight is able to provide the Platform to Customer in accordance with the Agreement without using the sub-processor and decides in its discretion to do so, then Customer will have no further rights under this clause 6.1 with respect to the proposed use of the sub-processor. If Pluralsight requires to use the sub-processor and is unable to satisfy Customer as to 1) the suitability of the sub-processor, or 2) the documentation and protections in place between Pluralsight and the sub-processor within sixty (60) days from Customer's notification of objection, Customer may, within thirty (30) days of the end of the sixty (60) day period referred to above, terminate the Agreement by providing written notice to Pluralsight having effect thirty (30) days after receipt by Pluralsight. Pluralsight may use a new or replacement sub-processor whilst the objection procedure in this clause 6.1 is in process.

6.2 **General Authorization.** Customer grants a general authorization (a) to Pluralsight to appoint other members of the Pluralsight Group as sub-processors and (b) to Pluralsight and other members of the Pluralsight Group to appoint third party data center operators, and outsourced support providers as sub-processors to support the performance of the Platform.

6.3 **Engagement.** Pluralsight will ensure that any sub-processor it engages on its behalf in connection with the Agreement does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Customer Data than those imposed on Pluralsight in this DPE (the "**Relevant Terms**"). Pluralsight shall procure the performance by such sub-processor of the Relevant Terms and shall be liable to Customer for any breach by such sub-processor of any of the Relevant Terms.

7. Audits and Impact Assessments

7.1 **Audits.** Customer agrees that an audit report not older than 18 months by a registered and independent external auditor demonstrating that Pluralsight's technical and organizational measures are sufficient and in accordance with an accepted industry audit standard (such as ISO 27001 or SSAE 16 II SOC1 and SOC2) will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Pluralsight shall make such reports available to Customer upon request. In the event that a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the security of Customer Data, Pluralsight shall allow no more than once in any twelve-month period inspection of its facilities and provide additional information in Pluralsight's possession or control.

7.2 **Data Protection Impact Assessments and Prior Consultations.** If, after receipt of an accepted industry standard audit report as further outlined in Section 7.1 above, Customer requires additional assistance to meet its obligations under Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Platform, Pluralsight will, taking into account the nature of processing and the information available to Pluralsight, provide reasonable assistance to Customer.

8. Data Center Location and Data Transfers

8.1 **Location of Customer Data.** Customer 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.



8.2 **Application of Standard Contractual Clauses.** The Standard Contractual Clauses (SCCs) as set out in Annex 1 hereto will apply to Customer Data that is transferred outside the European Economic Area (EEA), either directly or via onward transfer, to any country not recognized by the European Commission as an Adequate Country. The SCCs will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA. Notwithstanding the foregoing, the Standard Contractual Clauses (or obligations the same as those under the Standard Contractual Clauses) will not apply if Pluralsight adopts Binding Corporate Rules for Processors or an alternative recognized compliance standard for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.

8.3 **Clarifications to the SCCs.** The following terms set forth how the Parties comply with certain terms of the SCCs:

- (a) Customer may exercise its right of audit under clause 5.1(f) of the SCCs as set out in, and subject to the requirements of, clause 7.1 of this DPE; and
- (b) Pluralsight may appoint sub-processors as set out, and subject to the requirements of, clause 6 of this DPE.

9. General

9.1 **Conflicts.** This DPE is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPE and the terms of the Agreement, the terms of this DPE shall prevail so far as the subject matter concerns the processing of Customer Data.

9.2 **Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Pluralsight or the Pluralsight Group of the terms of this DPE, and the overall aggregate liability of Pluralsight and the Pluralsight Group arising out of, or in connection with the Agreement (including this DPE and the SCCs) shall not under any circumstances exceed the maximum aggregate liability of Pluralsight to Customer as set out in the Agreement. Nothing in this DPE will limit Pluralsight's liability in respect of personal injury or death in negligence or for any other liability or loss which may not be limited by agreement under applicable law.

9.3 A person who is not a party to this DPE shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this DPE.

Annex 1

2010 EU Model clauses extracted from 2010/87/EU Annex EU Standard Contractual Clauses for the transfer of personal data to data processors established in third countries which do not ensure an adequate level of data protection

INTRODUCTION

Both parties have agreed on the following Contractual Clauses (the “**Clauses**”) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

AGREED TERMS

Clause 1 **Definitions**

For the purposes of the Clauses:

- (a) ‘**personal data**’, ‘**special categories of data**’, ‘**process/processing**’, ‘**controller**’, ‘**processor**’, ‘**data subject**’ and ‘**supervisory authority**’ shall have the same meaning as in EU Data Protection Laws 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the **data exporter**’ means the entity who transfers the personal data;
- (c) ‘the **data importer**’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of EU Data Protection Laws 95/46/EC;
- (d) ‘the **sub-processor**’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) ‘the **applicable data protection law**’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established; and
- (f) ‘**technical and organisational security measures**’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2 **Details of the transfer**

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3 **Third-party beneficiary clause**

1. The data subject can enforce against the data exporter this Clause, Clause 4.1(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.



2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or



has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of EU Data Protection Laws 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability



1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.



2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Co-operation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract



PLURALSIGHT

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5.1(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12
Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1

To the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

The data exporter is a customer of, and subject to a subscription licensing agreement with the data importer.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

The data importer provides an online library of training courses to IT and software developer professionals.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

The data subjects are employees of the data exporter receiving online training.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data importer stores first name, last name, corporate email address, and last login IP address in a user table that is maintained persistently and backed up regularly.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

No transfer of special categories is anticipated.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Data importer uses the data to validate that users attempting to access the data importer's online training platform are authorized to do so.

Appendix 2

To the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Security Measures are attached as Annex 2 to the DPE.

Annex 2

Security Measures

1. Physical access control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Customer Data are processed, include:

- Establishing secure areas, restriction of access paths;
- Establishing access authorizations for employees and third parties;
- Access control system (ID reader, magnetic card, chip card);
- Key management, card-keys procedures;
- Door locking (electric door openers etc.);
- Security staff, janitors;
- Surveillance facilities, video/CCTV monitor, alarm system;
- Securing decentralized data processing equipment and personal computers.

2. Virtual access control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- User identification and authentication procedures;
- ID/password security procedures (special characters, minimum length, change of password);
- Automatic blocking (e.g. password or timeout);
- Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;
- Creation of one master record per user, user master data procedures, per data processing environment.

3. Data access control

Technical and organizational measures to ensure that persons entitled to use a data processing system gain access only to such Customer Data in accordance with their access rights, and that Customer Data cannot be read, copied, modified or deleted without authorization, include:

- Internal policies and procedures;
- Control authorization schemes;
- Differentiated access rights (profiles, roles, transactions and objects);
- Monitoring and logging of accesses;
- Disciplinary action against employees who access Customer Data without authorization;
- Reports of access;
- Access procedure;
- Change procedure;
- Deletion procedure;
- Encryption.

4. Disclosure control

Technical and organizational measures to ensure that Customer Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media

(manual or electronic), and that it can be verified to which companies or other legal entities Customer Data are disclosed, include:

- Encryption/tunneling;
- Logging;
- Transport security.

5. Entry control

Technical and organizational measures to monitor whether data have been entered, changed or removed (deleted), and by whom, from data processing systems, include:

- Logging and reporting systems;
- Audit trails and documentation.

6. Control of instructions

Technical and organizational measures to ensure that Customer Data are processed solely in accordance with the instructions of the Controller include:

- Unambiguous wording of the contract;
- Criteria for selecting subprocessor(s).

7. Availability control

Technical and organizational measures to ensure that Customer Data are protected against accidental destruction or loss (physical/logical) include:

- Backup procedures;
- Mirroring of hard disks (e.g. RAID technology);
- Uninterruptible power supply (UPS);
- Remote storage;
- Anti-virus/firewall systems;
- Disaster recovery plan.

8. Separation control

Technical and organizational measures to ensure that Customer Data collected for different purposes can be processed separately include:

- Separation of databases;
- Segregation of functions (production/testing);
- Procedures for storage, amendment, deletion, transmission of data for different purposes.

[END OF DATA PROCESSING EXHIBIT]

PLURALSIGHT PROFESSIONAL SERVICES ADDENDUM

1. INTRODUCTION

This Professional Services Addendum (this “PSA”) is appended to and made a part of that certain Master Services Agreement entered into between the parties with an effective date of _____ (the “Agreement”) under which Pluralsight provides the Pluralsight Platform to Customer. Capitalized terms used herein and not otherwise defined, are defined in the Agreement and are used herein as defined therein. By accepting, using, participating in, or otherwise engaging with (collectively referred herein as “use”) any of Pluralsight’s product integrations, consulting or other professional services offerings (collectively, the “Services”, and more specifically defined below), Customer understands, acknowledges, and agrees to the terms of this PSA.

2. SERVICES

The scope and features of the Services may be determined by the subscription Plan Customer has purchased under the Agreement or by way of the Services set forth on a Sales Order or statement of work (“SOW”) executed by the Parties. A summary of subscription Plans, including any bundled Services offerings, can be found at <https://www.pluralsight.com/terms/plans>, <https://www.pluralsight.com/pricing/flow> or such successor site(s). A summary of Pluralsight’s Services, their associated scope and features, is as follows:

- 2.1. ProServ Skills Strategy: The Proserv Skills Strategy plan provides the Customer 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 Customer. Unless otherwise outlined in a SOW between the Parties, Customer 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.
- 2.2. ProServ Integrations: Customer will be provided with a variety of integrations to facilitate Customer’s use of Pluralsight. Customer 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 Customer support for Customer’s configured integrations for the initial Term of the underlying subscription Plan. In the event Customer desires; a) changes to the configured integrations after the initial Term, or b) configuration(s) of additional integrations, Customer 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 Customer and Pluralsight (or Customer’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. Customers are responsible for the IdP side of such connection. SAML spec is followed universally, both SP and IdP initiated linking and deep linking are supported. Customer may also choose self-provisioning, which does not use SAML JIT.
 - b. Auto SSO. Customer 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 Customer’s responsibility; and as such, Customer disclaims any and all liability associated with alignment to any such attributes.

- c. Data Export. Pluralsight offers additional data feeds 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 Customer's FTP, or SFTP (hereinafter "Data Export Instruments"). Pluralsight is not responsible to provide or support Customer's Data Export Instruments and further agrees that delivery times of such Data Exports may vary. Delivery of Data Exports has the following limitations; must not require "SSH Key Auth", PGP Encryption, FTP-SSL-Delivery, or POST/PUT to an API endpoint.
- 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 Customer 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

2.3. ProServ Onboarding: Unless otherwise outlined in a SOW between the Parties, Customer 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)

d. Digital Literacy Onboarding:

- 2-3 virtual enablement training sessions depending on tier purchased (up to 60 min for each session)
- Provide specific, custom curated channels for Users and roles, as needed.
- ProServ Integrations
- Onboarding strategy plan to be created by the parties
- Assigned Technical Onboarding Consultant

▪ Assigned Tech Skills Architect for Customers purchasing 20,000 or more Digital Literacy subscriptions Unless otherwise set forth in an SOW, all Onboarding Services outlined above shall run for the ninety (90) day duration of the onboarding engagement.

2.4. Tech Skills Architect. The Tech Skills Architect is an assigned resource to help customers maximize ROI while using the Pluralsight Platform. The Tech Skills Architect will assist Customer throughout the Term of Sales Order with:

- Learning program planning and creation
 - Works with Customer and Pluralsight CSM to create Platform driven learning initiatives that support Customer’s tech skills development objectives and overall strategy.
- Create and execute a plan for continuous skills development
 - Consults with the Customer to assess and implement a continuous skills development (“CSD”) playbook to ensure tech skills development objectives are driving defined results
- Skills & Role IQ advisory
- Design and create custom role IQs
- Provides leadership across all of Customer’s Plans

3. MISCELLANEOUS

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



- 3.2. Customer acknowledges that Pluralsight may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes Pluralsight from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer Confidential Information.
- 3.3. Services provided by Pluralsight hereunder are for use by Customer only and for the purposes described herein. Pluralsight is not liable for any loss or injury of Customer or its Users arising out of or caused, in whole or in part, by Customer's or its Users' use or application of the knowledge gained from the Services. In no event will Customer allow third parties to access or use the materials provided by Pluralsight in connection with the Services provided. Pricing for Services is based on the number of Users in Customer's Plan and is subject to change. Services are non-cancelable and associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts due to Pluralsight.
- 3.4. In the event of a conflict between these Professional Services Terms and Conditions and any Sales Order or SOW executed by the Customer, the provisions of the Sales Order or SOW shall take precedence over provisions of these Professional Services Terms and Conditions.

[END OF PROFESSIONAL SERVICES ADDENDUM]