Enterprise Terms of Use

Effective Date: November 1, 2025

Welcome, and thank you for your interest in Pluralsight, LLC ("**Pluralsight**," "**we**," or "**us**"). These **Enterprise Terms of Use** are a legally binding contract between the customer identified in the applicable ordering document or registration process ("**Customer**," "**You**," or "**Your**") (each a "**Party**" and together the "**Parties**") and Pluralsight regarding Customer's use of the Service (as defined below).

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER OR OTHER DOCUMENT THAT REFERENCES THESE ENTERPRISE TERMS, OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING **PLURALSIGHT'S PRIVACY NOTICE** AND **CUSTOMER DATA PROCESSING AGREEMENT** (TOGETHER, THESE "**TERMS**"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND PLURALSIGHT'S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY PLURALSIGHT AND BY YOU TO BE BOUND BY THESE TERMS.

1. STRUCTURE

1.1 Service; Orders. These Enterprise Terms set forth the terms and conditions under which Pluralsight may make available to Customer Pluralsight's platforms for helping Users (defined below) learn, teach, and connect, provided under the Pluralsight brand (the "**Pluralsight Service**") and the A Cloud Guru brand (the "**ACG Service**") and other related services (together, the "**Service**") each as expressly identified in a sales order that (a) is executed by an authorized representative of each Party and (b) expressly references and incorporates these Enterprise Terms (defined below) (each, an "**Order**"). Each Order, upon execution by both Parties, is subject to the terms of, and is deemed incorporated into, these Enterprise Terms.

1.2 Addenda. The Service will be provided pursuant to an executed Order. An Order may reference one or more additional documents that contain terms relevant to a particular Service (each, an "**Addendum**"). All Addenda are deemed incorporated into these Enterprise Terms.

Additionally, **Pluralsight's Privacy Notice** is hereby incorporated by reference into these Enterprise Terms.

1.3 Order Term. Unless earlier terminated in accordance with these Enterprise Terms or the applicable Order, each Order will continue for the initial term specified in such Order ("**Initial Order Term**") and, unless either Party provides the other with notice of non-renewal, upon the date of expiration of the then-current term, such Order will automatically renew for successive twelve-month terms (each, a "**Renewal Term**") or such other length of Renewal Term period as stated on the Order (the Initial Order Term and each Renewal Term, if any, collectively, the "**Order Term**" of such Order). Notice of non-renewal of an Order must be provided by a Party at least 30 days prior to the end of the Initial Order Term or then-current Renewal Term, as applicable (or such other period as expressly specified on the applicable Order). Renewal of any Order may be conditioned on and subject to Customer's agreement to changes to these Enterprise Terms and applicable Addenda. Orders that are solely for professional services will remain in effect until the professional services are completed (unless earlier terminated in accordance with these Enterprise Terms or the Order) and will not automatically renew, nor will any professional services included on any other Order automatically renew for a Renewal Term unless otherwise expressly specified on the applicable Order. Customer acknowledges that its access to a Service (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Term.

1.4 Order of Precedence. Any conflict between an Order, an Addendum, or these Enterprise Terms will be resolved according to the following order of precedence: (1) the Order or SOW; (2) the Addendum; and (3) the Enterprise Terms.

2. SERVICE RIGHTS AND RESTRICTIONS

2.1 Service Access. If an Order indicates that Customer will receive access to a Service, then Customer may access and use such Service solely (a) for the Order Term set forth in such Order, and (b) in accordance with all applicable Documentation (defined below) and the restrictions set forth in these Enterprise Terms (including the applicable Order).

2.2 Users. Only the employees or contractors of Customer, that Customer allows to use the Service ("**Users**"), using the mechanisms designated by Pluralsight ("**Log-in Credentials**"), may access and use the Service, and only in the number set forth in the applicable Order. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with these Enterprise Terms and all actions taken through their Log-in Credentials

(excluding misuse of the Log-in Credentials caused by Pluralsight's breach of these Enterprise Terms). Customer will promptly notify Pluralsight if it becomes aware of any compromise of any Log-in Credentials. Pluralsight may process Log-In Credentials in connection with Pluralsight's provision of the Services or for Pluralsight's internal business purposes.

(a) **Managing Users and Subscription Plans**

(i). **Registration of Individual Users.** Depending on the Service that Customer purchases, registers for, orders, or renews, Customer may designate one or more of its employees to act as plan manager(s) (each, a "**Plan Manager**"). Any Plan Manager Customer authorizes will have the ability to view user data and content, purchase additional subscriptions, invite Users to utilize the features included in the Service, including assigning and authorizing Users via the Platform's administrative functionalities. By purchasing a Service, a specific number of individuals may register as Pluralsight Users and receive access to the Service. Users must be designated and assigned by the business purchasing the Service or by such business's designated Plan Manager, after which Users will be invited to register for a Pluralsight account and receive access to the Service. All Customer plans subject to these Enterprise Terms must have a minimum of two (2) Users.

(ii). **Changing the Number of Users.** Customer or its Plan Manager may add additional Users during the Initial Term or any Renewal Term, as applicable. Access to the Service is conditioned upon timely payment for each User added, which will be prorated for the number of days remaining in Customer's then-current Term and paid by Customer. The number of individual Users permitted in Customer's plan may not be reduced during the Term, nor will refunds be given for unused or unassigned licenses.

(iii). **Usage Limits.** Customer acknowledges that User access is specific to the individuals designated by Customer or its Plan Manager. Except as set forth in these Enterprise Terms, or as otherwise set forth on an Order, Customer may transfer individual User subscriptions within its organization for the following reasons: (1) to account for individual Users who cease to be employed for any reason by Customer during the Term of the applicable Order, (2) for an individual User who changes their role within Customer's organization during the term of the applicable Order, (3) for non-usage where an individual User has either never accessed the Platform or has never accessed the Platform's content, and (4) on or about the commencement of each 12-month anniversary of the subscription start date Customer may transfer individual User subscriptions for any reason. Any other transfer(s) for any reason or no reason are prohibited.

2.3. Additional Features. Customer acknowledges that not all of the features or functionality of a Service may be available at Customer's subscription level irrespective of whether such feature or functionality is described in the Documentation, and that access to such features or functionality may require payment of additional fees or the purchase of additional licenses.

2.4 Beta Service Terms. If an Order indicates that Customer will receive access to a Beta or proof-of-concept service (a "Beta Service"), the Customer may use it solely for evaluating its functions and performance during the designated time period. Use is subject to any additional restrictions specified on the applicable Order. The Beta Service may be disabled automatically upon trial expiration or at Pluralsight's discretion, at which point Customer's right to use the Beta Service will also expire, and any data stored may become unavailable. Pluralsight may modify, suspend, or terminate the Beta Service at any time without notice and does not guarantee service levels or future availability. Customer acknowledges that Beta Services are provided "as-is," without any warranties, express or implied. They may be feature-incomplete, or contain bugs, and Customer's reliance on the Beta Service is at their own risk. Beta Service should not be used in a production environment. Customer agrees not to collect, process, or store any Sensitive Personal Information (including financial data, health data, or information about children) in the Beta Service. Enterprise customers must ensure compliance by End Users. Pluralsight encourages feedback on Beta Services, which it may use without obligation or compensation. Pluralsight has no commitment to provide updates, bug fixes, or future versions of the Beta Service. Pluralsight disclaims all liabilities, its affiliates, partners, and employees shall not be liable for any direct, indirect, incidental, special consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses.

2.5 Use Restrictions. Except as otherwise explicitly provided in these Enterprise Terms or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize Users or other third parties to:
(a) use the Service for any illegal purpose or in violation of any local, state, national, or international law;
(b) harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Service;
(c) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
(d) access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Pluralsight;
(e) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing, or copying of any content; or (ii) reverse engineering or

otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

(f) interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting or sharing personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;

(g) use or access any server instances that provide interactive environments as a part of the ACG Service and the API and materials related thereto ("**Interactive Sessions**");

(h) use any data or information other than simulated, anonymous, non-live data when using the Interactive Sessions (i.e., Customer must not use real customer data or information or real transactions);

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

(j) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission, or falsifying your age or date of birth;

(k) exceed the usage limitations (including but not limited to, any time, Interactive Session number, or user number limitations) applicable to Customer's use of the Service;

(l) sell or otherwise transfer the access granted under these Enterprise Terms or any right or ability to view, access, or use any materials made available via the Service; or

(m) attempt to do any of the acts described in this Section or assist or permit any person in engaging in any of the acts described in this Section.

2.6 Documentation. To the extent that a Service is accompanied by any Pluralsight-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Service ("**Documentation**"), Pluralsight hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable (unless otherwise specified in an Order) right and license under Pluralsight's rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Service set forth in Section 2.1.

2.7 Third-Party Services. To the extent that a Service includes or is accompanied by third-party software or other products (e.g., cloud hosting instances or data analysis tools) that Pluralsight provides to Customer or that is otherwise identified in the Documentation as being required to use such Service ("**Third-Party Products**"), the Third-Party Products and their use by Customer are subject to all license

and other terms that accompany such Third-Party Products. Customer will abide by and comply with all such terms. Without limiting the foregoing, if Pluralsight enables Customer to access a hosted environment offered by a third-party cloud or platform service provider, then Customer must agree to the terms and conditions set forth in the **Product Specific Licensing Terms**.

2.8 Compliance with Laws. Customer will use the Service and Documentation in compliance with all applicable laws and regulations.

Further, in performing its obligations under the Agreement, Pluralsight shall, and shall require that each of its subcontractors, suppliers, and other participants in its supply chain, to comply with all applicable modern slavery laws, regulations, rules and codes including, but not limited to, the Modern Slavery Act 2015 and the Modern Slavery Act 2018 (collectively, the "**Acts**"). Pluralsight has and shall maintain throughout the Term of these Enterprise Terms, its own policies and procedures to ensure its compliance with these Acts.

2.9 Protection against Unauthorized Use. Customer will prevent any unauthorized use of the Service and Documentation and will promptly notify Pluralsight in writing of any unauthorized use of which Customer becomes aware, but in no event later than 24 hours following awareness of such unauthorized use. Customer will immediately terminate any unauthorized use by persons having access to a Service or Documentation through Customer.

2.10 Ownership; Content. As between Pluralsight and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to any data, information, audio, video, or other works of authorship or other works that Customer uploads or inputs into a Service or otherwise makes available to Pluralsight ("**Customer Content**"). Customer hereby grants Pluralsight a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to host, store, transfer, publicly display, publicly perform, communicate to the public, reproduce, modify, create derivative works of, and distribute Customer Content: (a) during the Term, for the purpose of exercising Pluralsight's rights and performing its obligations under these Enterprise Terms and (b) in perpetuity, in a form that does not identify Customer as the source thereof, for its business purposes, including to develop and improve Pluralsight's and its Affiliates' (defined below) products and services. Customer represents and warrants that Customer has all rights necessary to grant Pluralsight the licenses set forth in this section and to enable Pluralsight to exercise its rights under the same without violation or infringement of the rights of any third party. As between the Parties, Pluralsight owns all right, title, and interest, including all intellectual property rights, in and to the Service, Documentation, and any improvements to any Pluralsight products or services made as a result of Pluralsight's use, processing, or generation of Customer Content or arising out of these Enterprise Terms.

2.11 <u>Feedback</u>. If Customer provides any feedback to Pluralsight concerning the functionality and performance of the Service or any Documentation (including identifying potential errors and improvements), Customer hereby assigns, transfers, and conveys to Pluralsight all right, title, and interest in and to the feedback, and Pluralsight is granted a perpetual, irrevocable, royalty free right to use the feedback without payment or restriction, and without any obligation to provide attribution to Customer.

2.12 <u>Modification of the Service.</u> Pluralsight reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to Customer. Pluralsight will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of Customer's access to or use of the Service. Customer should retain copies of any Customer Content that it uploads or inputs into a Service or otherwise makes available to the Service so that Customer has permanent copies in the event the Service is modified in such a way that Customer loses access to the Customer Content on the Service.

2.13 <u>Professional Services.</u>
(a) Customer and Pluralsight may enter into an Order or Statement of Work ("**SOW**") that describe specific professional services to be performed by Pluralsight ("**Professional Services**"). The scope and features of the Professional Services may be determined by the subscription Customer has purchased under the Order or by way of the description of Professional Services set forth on an Order or SOW executed by the parties.
(b) Unless otherwise specified in an Order or 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 Professional Services for its internal use only. All other rights in the materials remain in and/or are assigned to Pluralsight.
(c) Customer acknowledges that Pluralsight may develop for itself, or for others, content similar to the materials and processes developed in performing the Professional 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.
(d) Professional Services provided by Pluralsight are for use by Customer only and for the purposes described in the Order or SOW. 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 Professional Services. In no event will Customer allow third parties to access

or use the materials provided by Pluralsight in connection with the Professional Services provided. Pricing for Professional Services is based on the number of Users and is subject to change. Professional 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.

2.14 Aggregated Statistical Information. Pluralsight owns the Aggregated Statistical Information (defined below) derived from the operation of the Service. 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. "Aggregated Statistical Information" means the aggregated and anonymized statistical data derived from the operation of the Service, including, without limitation, the number and types of courses viewed or skills assessed, reports processed in the relevant platforms, and the performance results for the platforms, Customer's learner handle, session ID, timestamps, and other metadata related to the use of Pluralsight AI (as defined below).

3. FEES AND PAYMENT TERMS

3.1 Fees and Payment Terms. Customer will pay Pluralsight the fees and any other amounts owing under these Enterprise Terms as specified in the applicable Order, including, where applicable, any early termination fees specified on the Order. Unless otherwise specified in such Order, Customer will pay all amounts due within 30 days of the date of the applicable invoice. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less. Customer will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Pluralsight to collect any amount that is not paid when due. Amounts due from Customer under these Enterprise Terms may not be withheld or offset by Customer against amounts due to Customer for any reason. In the event your purchase is denominated in a currency other than USD, and in the event the foreign exchange rate varies by more than 5% from the date of Customer's signature on the Order to the date of payment, Pluralsight may require payment in USD. If Customer files a chargeback disputing charges made by Pluralsight and the chargeback is granted, Customer's account will be deactivated.

3.2 Excess Usage. If Customer uses the Service in violation of the scope granted hereunder, including but not limited to unauthorized rotation of user subscriptions or adding active Users in excess of those outlined in your Order ("**Excess Use**"), Pluralsight may, in its sole discretion, invoice Customer for the Excess Use, at the rates set forth in the applicable Order or, in the absence thereof, Pluralsight's current list price for the features included in Customer's plan for such Excess Use.

3.3 <u>Taxes</u>. Other than net income taxes imposed on Pluralsight, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from these Enterprise Terms. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Pluralsight after all such Taxes are paid are equal to the amounts to which Pluralsight would have been entitled in accordance with these Enterprise Terms if such additional Taxes did not exist.

3.4 <u>Authorization</u>. Customer authorizes Pluralsight to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Pluralsight, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, then Pluralsight may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase, and you authorize Pluralsight to charge $1 for purposes of verifying your credit card. The $1 charge may be refunded to users on a free or trial plan.

4. TERM AND TERMINATION

4.1 <u>Term.</u> These Enterprise Terms will remain in effect until terminated in accordance with this Section 4 (the "**Term**").

4.2 <u>Termination for Convenience.</u> Either Party may terminate these Enterprise Terms for convenience immediately upon notice to the other Party at any time that no Order is in effect.

4.3 <u>Termination for Material Breach.</u> Either Party may terminate these Enterprise Terms or one or more Orders if the other Party does not cure its material breach of these Enterprise Terms or the applicable Order(s) within 30 days of receiving written notice of the material breach from the non-breaching Party. Termination in accordance with this Section 4.3 will take effect when the breaching Party receives written notice of termination from the non-breaching Party, which notice must not be delivered until the breaching Party has failed to cure its material breach during the 30-day cure period. Notwithstanding the foregoing, Pluralsight may immediately terminate these Enterprise Terms upon notice to Customer, suspend one or more authorized Users' access to the Service, or take appropriate legal action, including without limitation referral to law enforcement, if Pluralsight reasonably believes that Customer has made or distributed any unauthorized copies of any Service, has violated Section 2.5, has attempted to assign or sublicense any right granted by these Enterprise Terms except as expressly permitted herein, or has otherwise taken any actions that threaten or challenge Pluralsight's intellectual property rights, including rights in and to any Service. Without limiting any other provision of this

section, if Customer fails to timely pay any fees, Pluralsight may, without limitation to any of its other rights or remedies, suspend access to the Service under all Orders until it receives all amounts due.

4.4 Termination for Bankruptcy or Insolvency. Either Party may terminate these Enterprise Terms or one or more Orders if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within one hundred twenty (120) days or makes any assignment for the benefit of creditors.

4.5 Post-Termination Obligations. If these Enterprise Terms are terminated for any reason, (a) Customer will pay to Pluralsight any fees or other amounts that have accrued prior to the effective date of the termination, and (b) any and all liabilities accrued prior to the effective date of the termination will survive.

4.6 Survival. Notwithstanding anything to the contrary herein, Sections 1, 2.10, 2.11, 2.12, 3, 4.5, 4.6, 5, 6, 7, 8, and 9 will survive termination or expiration of these Enterprise Terms.

5. CONFIDENTIALITY

5.1 Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. "Confidential Information" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Pluralsight's "Confidential Information" includes the Service, all Documentation, all Pluralsight technical information, and all information concerning Service-related database structure information and schema. However, "Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) protect the Confidential Information of Disclosing Party

using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (b) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Enterprise Terms; and (c) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with these Enterprise Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Pluralsight is permitted to disclose Confidential Information of Customer on a need-to-know basis to employees, contractors, and agents of its Affiliates. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. "**Affiliate**" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock, or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

6. WARRANTIES AND DISCLAIMER

6.1 Mutual Warranties. Each Party represents and warrants to the other that: (a) these Enterprise Terms have been duly executed and delivered and constitute a valid and binding agreement enforceable against such Party in accordance with its terms and (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of these Enterprise Terms.

6.2 Disclaimer for Assessments. Pluralsight provides access to assessments, including but not limited to objective skill assessments, Skills IQ, Practice Exams, and Learning Checks, which generate test scores derived exclusively from user responses to structured, multiple-choice, or other objective-format questions (**"Assessment(s)"**). Users are solely responsible for ensuring their internet connection is stable for the duration of the Assessment as the test timer will continue to run even if their internet disconnects. Users will also be required to acknowledge that they are taking the Assessment for themselves and are not using outside or unauthorized materials. The calculation of test scores relies on straightforward mathematical algorithms, such as the ratio of correct responses to total questions. These test scores do not incorporate behavioral and usage data, or artificial intelligence. Consequently,

these tools neither employ nor support automated decision-making or profiling as defined under regulations such as the EU General Data Protection Regulation ("GDPR") or EU AI Act.

Assessments are provided for informational purposes only and are not intended to serve as the sole basis for employment-related decisions, including but not limited to hiring, promotion, termination, compensation, or disciplinary action. Test scores should be used as one of multiple factors in such decisions and do not substitute for human judgment or professional discretion. Customers are solely responsible for ensuring their use of Assessments comply with all applicable laws and regulations, including, but not limited to, those related to employment, anti-discrimination, data protection, and privacy (e.g., Title VII, the Americans with Disabilities Act, the Fair Credit Reporting Act, the GDPR, and the California Consumer Privacy Act). Pluralsight expressly disclaims any responsibility or liability for employment decisions based on Assessment outcomes.

6.3 Disclaimer for Platform and Services. EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6 OR AN ORDER OR ADDENDUM, PLURALSIGHT MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PLURALSIGHT EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PLURALSIGHT DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICE. PLURALSIGHT DOES NOT WARRANT THAT THE SERVICE, DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SERVICE WILL BE SECURE OR UNINTERRUPTED. PLURALSIGHT DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY THE SERVICE OR DOCUMENTATION IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. PLURALSIGHT EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE SERVICE OR DOCUMENTATION.

7. INDEMNIFICATION

7.1 By Pluralsight. Pluralsight will: (a) at its expense, either defend Customer from or settle any claim, proceeding, or suit ("**Claim**") brought by a third party against Customer alleging that Customer's use of the Service as permitted and used pursuant to these Enterprise Terms infringes or misappropriates patents, copyrights, or trademarks, subject to Section 7.4 (an "**IP Claim**") , and (b) indemnify Customer from and pay the applicable Losses (defined below). Pluralsight will have no obligation under this section for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "**Excluded Claims**"): (i) use of the Service in combination with other products,

services, or content not provided by Pluralsight if such infringement or misappropriation would not have arisen but for such combination; (ii) the Service having been provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; (iii) use of the Service by Customer for purposes not intended or outside the scope of the license granted to Customer; (iv) Customer's failure to use the Service in accordance with instructions provided by Pluralsight, if the infringement or misappropriation would not have occurred but for such failure; or (v) any modification of the Service not made or authorized in writing by Pluralsight where such infringement or misappropriation would not have occurred absent such modification.

7.2 <u>Mitigation; Limited Remedy.</u> If Pluralsight becomes aware of, or anticipates, an IP Claim, Pluralsight may, at its option: (a) modify the Service so that it becomes non-infringing or substitute a functionally equivalent product; (b) obtain a license to the third-party intellectual property rights that may give rise to any Claim; or (c) terminate the affected Order(s) on written notice and refund to Customer any prepaid Fees. Sections 7.1 (with respect to IP Claims) and 7.2 state Pluralsight's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement, misappropriation, or other violation of any third-party intellectual property right by the Service.

7.3 <u>By Customer.</u> Except to the extent Pluralsight has a duty to defend Customer under Section 7.1, Customer will: (a) at its expense, defend Pluralsight from any actual or threatened third-party Claim arising out of or based upon Customer's use of a Service (including any employment decisions based on Assessment outcomes and Customer's breach of the terms governing any Third-Party Products) or provision of the Customer Content or that is an Excluded Claim, subject to Section 7.4, and (b) indemnify Pluralsight from and pay the applicable Losses.

7.4 <u>Procedures</u>. A party's obligations as the indemnifying party ("**Indemnitor**") with respect to a Claim for which the indemnified Party ("**Indemnitee**") is indemnified under this Section 7 (an "**Indemnified Claim**") are subject to Indemnitee doing the following: (a) providing Indemnitor prompt written notice of the Indemnified Claim; (b) granting Indemnitor full and complete control over the defense and settlement of the Indemnified Claim; (c) providing assistance in connection with the defense and settlement of the Indemnified Claim as Indemnitor may reasonably request; and (d) complying with any settlement or court order made in connection with the Indemnified Claim. Indemnitee will not defend or settle the Indemnified Claim without Indemnitor's prior written consent. Indemnitee will have the right to participate in the defense of the Indemnified Claim at its own expense and with counsel of its own choosing, but Indemnitor will have sole control over the defense and settlement of the Indemnified Claim. "**Losses**" means: (i) all damages, costs, and attorneys' fees awarded against Indemnitee pursuant

to the Indemnified Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Indemnitee in connection with the defense of the Indemnified Claim (other than attorneys' fees and costs incurred without Indemnitor's consent after Indemnitee has accepted defense of the Indemnified Claim); and (iii) all amounts that Indemnitor agrees to pay to any third party to settle the Indemnified Claim.

8. LIMITATIONS OF LIABILITY

8.1 Disclaimer of Indirect Damages. NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE ENTERPRISE TERMS, EVEN IF SUCH PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL PLURALSIGHT BE LIABLE FOR ANY LOSS OF DATA STORED IN, OR IN CONNECTION WITH, A SERVICE.

8.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL PLURALSIGHT'S TOTAL LIABILITY OF ALL KINDS, IN AGGREGATE, ARISING OUT OF OR RELATED TO THESE ENTERPRISE TERMS (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID OR OWED BY CUSTOMER TO PLURALSIGHT UNDER THE ORDER WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

8.3 Independent Allocations of Risk. EACH PROVISION OF THESE ENTERPRISE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE ENTERPRISE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PLURALSIGHT TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE ENTERPRISE TERMS. THE LIMITATIONS IN THIS SECTION 8 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE ENTERPRISE TERMS.

9. GENERAL

9.1 <u>**Relationship.**</u> Pluralsight will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of these Enterprise Terms.

9.2 <u>**Use of Brand Name.**</u> Pluralsight may use the name, brand, or logo of Customer (or Customer's parent company) solely for the purpose of identifying Customer as a licensee or customer of Pluralsight in a "customer" section of Pluralsight's website, brochures, or other promotional materials, or as part of a list of Pluralsight's customers in a press release or other public relations materials. Pluralsight will cease any use of Customer's name if such use violates any of Customer's written guidelines. Any such limited use by Pluralsight shall include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company and shall in no way suggest that Pluralsight is affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the trademarks or logos of Customer shall require mutual approval in writing prior to public dissemination thereof. If Pluralsight, in the course of exercising its rights hereunder, acquires any goodwill or reputation in any of the Customer's trademarks or logos, all such goodwill or reputation will automatically vest in Customer.

9.3 <u>**Product Communications Consent.**</u> "Product Communication" is communicating information to Users including personalized Product and course recommendations, updates on products, services, and event promotions that help Users achieve their goals, via email, SMS, in-app user interface, or other digital channels, subject to Customer marketing preferences. By agreeing to these terms, Customer consents to Pluralsight and its affiliates using the contact information provided by Customer to send Product Communications. In compliance with the GDPR and other applicable privacy laws, Pluralsight ensures that:

(a) Consent: Customer has the right to withdraw consent to Product Communications at any time by following the instructions provided in the communication or by updating preferences in Customer account settings.

(b) Data Protection: Customer personal data will be processed in accordance with Pluralsight''s Privacy Notice, which details how data is collected, used, and stored securely. Pluralsight will not share Customer personal data with third parties for marketing purposes without explicit consent. For more information on how we handle Customer Personal Data, please refer to Pluralsight's Privacy Notice, and if applicable the Data Processing Agreement between the parties.

(c) Legitimate Interest: Pluralsight may also send Product Communications to Users based on legitimate interest. These communications are necessary to keep Customer informed of essential changes that affect Customer use of Pluralsight products and services.

9.4 <u>Assignability.</u> Neither Party may assign its right, duties, or obligations under these Enterprise Terms without the other Party's prior written consent, which consent will not be unreasonably withheld or delayed, except that Pluralsight may assign these Enterprise Terms to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all of the assets or business to which these Enterprise Terms relates. A Change of Control shall be deemed to cause an assignment of these Enterprise Terms. "**Change of Control**" means a merger, acquisition, divestiture, sale of assets or equity, or similar transaction.

9.5 <u>Export.</u> Customer will comply with all applicable export and import laws, rules, and regulations in connection with Customer's activities under these Enterprise Terms. Customer acknowledges that it is Customer's responsibility to obtain any required licenses to export and re-export the Service. The Service, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer represents and warrants that the Service is not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

9.6 <u>U.S. Government Restricted Rights.</u> The Service is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the Service and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

9.7 <u>Subcontractors.</u> Pluralsight may utilize subcontractors or other third parties to perform its duties under these Enterprise Terms so long as Pluralsight remains responsible for all of its obligations under these Enterprise Terms.

9.8 <u>Non-Solicitation.</u> During the Order Term and for a period of twelve (12) months thereafter, neither party shall, without the prior written consent of the other party, knowingly solicit for employment or engagement, any employee, contractor, author, or consultant of the other party who:

- Was involved in or had direct or indirect contact with the performance of the Order; or
- Is known by the soliciting party to be under contract with the other party for the purpose of creating or delivering content or intellectual property.

This restriction does not apply to:

(a) General solicitations or advertisements not specifically targeted at the other party's personnel; or

(b) Individuals who respond to such general solicitations or who have not been employed or engaged by the other party within the six (6) months preceding the date of hire or engagement.

9.9 Notices. Any notice required or permitted to be given in accordance with these Enterprise Terms will be effective if it is in writing and sent by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth below and on the applicable Order and with the appropriate postage affixed. In addition, Customer's Plan Manager may be provided notice via email. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and the same date if sent via email.

Pluralsight, LLC
1500 Solana Boulevard, Suite 6400
Westlake TX 76262
United States
contract-notices@pluralsight.com

9.10 Force Majeure. Neither Party will be liable for or be considered to be in breach of or default under these Enterprise Terms (except for failure to make payments when due) on account of, any delay or failure to perform as required by these Enterprise Terms as a result of any cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

9.11 Governing Law. These Enterprise Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Delaware, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in the State of Utah in connection with any action arising out of or in connection with these Enterprise Terms.

9.12 <u>Waiver.</u> The waiver by either Party of any breach of any provision of these Enterprise Terms does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with these Enterprise Terms will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Enterprise Terms.

9.13 <u>Severability.</u> If any part of these Enterprise Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Enterprise Terms will remain in full force and effect. If any material limitation or restriction on the use of the Service under these Enterprise Terms is found to be illegal, unenforceable, or invalid, Customer's right to use the Service will immediately terminate.

9.14 <u>Interpretation.</u> For purposes of these Enterprise Terms, (a)the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;"; (b) the words "such as," "for example," "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Enterprise Terms as a whole; (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (f) whenever the context may require, any pronouns used in these Enterprise Terms will include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns will include the plural, and vice versa. The headings set forth in these Enterprise Terms are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of these Enterprise Terms or any term or provision hereof. References to "$" and "dollars" are to the currency of the United States of America. Any law defined or referred to herein means such law as from time to time amended, modified, or supplemented, including (in the case of statutes) by succession of comparable successor laws.

9.15 <u>Entire Agreement.</u> These Enterprise Terms, including all exhibits and addenda, is the final and complete expression of the agreement between these Parties regarding the subject matter hereof. These Enterprise Terms supersedes, and the terms of these Enterprise Terms govern, all previous oral and written communications regarding these matters, all of which are merged into these Enterprise Terms and the Pluralsight Individual Terms of Use will be of no effect with respect to the products or services described in an applicable Order, except that these Enterprise Terms do not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to these Enterprise Terms being executed, nor does it affect the validity of any agreements between the Parties relating to other products or services of Pluralsight that are not described in an Order and with respect to which

Customer has executed a separate agreement with Pluralsight that remains in effect. No employee, agent, or other representative of Pluralsight has any authority to bind Pluralsight with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in these Enterprise Terms. No usage of trade or other regular practice or method of dealing between the Parties will be used to modify, interpret, supplement, or alter the terms of these Enterprise Terms. These Enterprise Terms may be changed by Pluralsight at any time. Revisions will be effective immediately except that material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated.. Pluralsight will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to these Enterprise Terms (whether or not it would materially alter these Enterprise Terms) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Pluralsight specifically provides a written acceptance of such provision signed by an authorized agent of Pluralsight. Any Order signed by the parties under these Enterprise Terms may be executed in any number of counterparts and via .pdf copies, each with the same effect as if all signatories had signed the same document. If so executed, the counterparts shall be deemed an original for all purposes and shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement. These Enterprise Terms have been negotiated at arm's length between the Parties, both of which are sophisticated and knowledgeable in the matters which are encompassed in these Enterprise Terms. In addition, each Party has been represented by experienced and knowledgeable counsel. Accordingly, any rule of law or legal decision that would require the interpretation of ambiguities in these Enterprise Terms against the drafting party are not applicable and are hereby waived.

10. ARTIFICIAL INTELLIGENCE

10.1 **Pluralsight AI.** Customer acknowledges that the Service includes Pluralsight Generative Artificial Intelligence products or services ("Pluralsight AI"). Customer further acknowledges that aspects of the Service (or features within it) may be powered by, or otherwise utilize, Pluralsight's proprietary or third-party generative artificial intelligence models ("Generative AI") and may include the generation of output ("Output") based on data, information, or other content Customer provides to the Pluralsight AI ("Input"). Generative AI is an experimental technology that uses probabilistic models to examine data and generate Output in response to queries. Generative AI has been known to produce false, inaccurate, incomplete, misleading, or "hallucinatory" output that may not be easily detectable. The Service does not provide professional advice, and any Output is provided for informational purposes only and is not a substitute for advice from a qualified professional. Customer is solely responsible for independently

verifying all Output considering applicable circumstances and is solely responsible for its and its licensees', affiliates', customers', and Users' use of Outputs.

10.2 **License and Ownership.** Customer hereby grants to Pluralsight a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use all Inputs and Outputs to provide the Service, including the Pluralsight AI, and for purposes of analytics, product development and enhancement, and training of artificial intelligence and machine learning models and algorithms. Customer acknowledges that all Output generated by the Pluralsight AI is a product of machine learning technologies and may bear similarities to or may be identical to Outputs provided to other Pluralsight AI users. Customer should be aware that Outputs may contain inaccuracies, incomplete, or false information. All Outputs are provided "AS IS," without any warranties of any kind and are not subject to any infringement defense set forth in this Agreement.

10.3 **Use Restrictions.** While interacting with the Pluralsight AI, in addition to the prohibited conduct set out in Section 2.5, Customer agrees not to: (i) represent that any Outputs are human-generated; (ii) automatically or programmatically extract data or Outputs; (iii) change the intended purpose of any feature of the Pluralsight AI, or otherwise use such feature in a way that can cause harm to individuals or interfere with their rights and freedoms in a disproportionate manner; upload, post, transmit, or otherwise make available to the Pluralsight AI as Input any content that Customer: (a) knows or reasonably should know is unlawful, harmful, threatening, abusive, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or otherwise engage in conduct that results in the targeted or systematic harassment, bullying or shaming of others, including the promotion or encouragement of suicide or self-harm; (b) or 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; or (iv) collect, process, or store any Sensitive Personal Data (defined below) using the Pluralsight AI, nor make such data available to Pluralsight or its third-party providers. "Sensitive Personal Data" includes an individual's financial information, sexual preferences, medical or health information protected under health data protection laws, biometric data (for uniquely identifying an individual), personal information of children protected under child protection laws (such as the US Children's Online Privacy Protection Act ("COPPA")), and any additional types of information classified similarly (such as "sensitive personal information", "Personal Information" or "special categories of personal information"), as used in applicable data protection or privacy laws.

10.4 **Disclaimers**. THE FOLLOWING DISCLAIMERS ARE IN ADDITION TO THE DISCLAIMER IN SECTIONS 6.2 and 6.3: (i) PLURALSIGHT AI USES EXPERIMENTAL TECHNOLOGY AND MAY SOMETIMES

PROVIDE INACCURATE OR OFFENSIVE CONTENT THAT DOESN'T REPRESENT PLURALSIGHT'S VIEWS. PLURALSIGHT AI MAY PRODUCE OUTPUTS THAT ARE RISKY OR POTENTIALLY HARMFUL. USE DISCRETION BEFORE RELYING ON, PUBLISHING, OR OTHERWISE USING ANY OUTPUTS. DO NOT RELY ON PLURALSIGHT AI FOR ANY MEDICAL, HEALTH, SAFETY, LEGAL, FINANCIAL, OR OTHER PROFESSIONAL ADVICE. ANY OUTPUT REGARDING THOSE TOPICS IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR ADVICE FROM A QUALIFIED PROFESSIONAL; (ii) GIVEN THE NATURE OF ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING, USE OF PLURALSIGHT AI MAY RESULT IN INCORRECT OUTPUTS, OR OUTPUTS THAT DO NOT ACCURATELY REFLECT REAL PEOPLE, PLACES, OR FACTS. YOU SHOULD INDEPENDENTLY EVALUATE THE ACCURACY OF ANY OUTPUT AS APPROPRIATE, AND YOU SHOULD NOT RELY ON THE ACCURACY OF ANY OUTPUT; and (iii) YOUR USE OF PLURALSIGHT AI IS AT YOUR SOLE RISK, AND PLURALSIGHT IS NOT LIABLE FOR ANY OUTPUTS OR INPUTS, OR ANY STATEMENTS, REPRESENTATIONS, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY, PROFANITY, OR OTHER TYPES OF CONTENT THAT YOU MAY ENCOUNTER WHILE USING PLURALSIGHT AI.

10.5 **Limitation of Liability**. PLURALSIGHT WILL HAVE NO LIABILITY FOR ANY INFRINGEMENT CLAIM OF ANY KIND TO THE EXTENT ARISING OUT OF OR RESULTING FROM OUTPUT.