STANDARD CONTRACT FOR AWS MARKETPLACE

1. **Scope.**

   1.1   Terms and Conditions. This Standard Contract for AWS Marketplace (the "**Standard Contract**") sets forth the terms and conditions applicable to the licensing of Product from the licensor ("**Licensor**") by the Party (defined below) subscribing to the Product ("**Buyer**"), whether deployed into Buyer's Computing Environment and/or made available as SaaS Service from Licensor's Computing Environment. This Standard Contract only applies if the Product is expressly offered pursuant to the Standard Contract. The offer of Product pursuant to this Standard Contract, and Buyer's purchase of the corresponding Subscription, constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement (defined below), and this Agreement will become effective on the date of Buyer's purchase of the corresponding Subscription. Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**".

   1.2   Product Subscription. Licensor will fulfill the Subscription to Buyer. A Subscription, as described in the applicable Product Listing and the corresponding purchase transaction, may be for Product deployed in Buyer's Computing Environment and/or Product deployed via SaaS Service through Licensor's Computing Environment. The pricing and term of the Subscription (if not on demand) are set forth in the Product Listing. Additional information concerning the Product and included services that are included or referenced in the Product Listing are a part of the Product Listing; such information may include but is not limited to: intended geographic use of the Product, any technical requirements for use of the Product, Support Services (which may vary by geography), information regarding Open Source Software and a description of Licensor's security practices.

   1.3   Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Product Listing, the terms and conditions of the NDA (if any and as defined in Section 6.4), the Privacy and Security Terms for SaaS Service Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties in accordance with Section 12.3, which together constitute the entire agreement between Buyer and Licensor (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) the Privacy and Security Terms for SaaS Service Subscriptions; (c) the NDA (if any); (d) the Product Listing; and (e) this Standard Contract.

2. **Licenses.**

   2.1   Licensed Materials.

   2.1.1   If the Subscription is for a Product, or includes a component of a Product, deployed in Buyer's Computing Environment, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-

terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to deploy, operate and use the Product in Buyer's Computing Environment and to allow its Users to access and use the Product, or the applicable Product component, as so deployed, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.2   If the Subscription is for a Product, or includes a Product component, deployed via SaaS Service, Licensor hereby grants to Buyer during the term of the Subscription, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.4), nontransferable (except in connection with an assignment permitted under Section 12.2), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the Product, or the applicable Product component, to access and use the Product via the SaaS Service and to allow its Users to access and use the Product, or the applicable Product component, and SaaS Service, in accordance with the Product Listing, the usage purchased in the Subscription, and the terms and conditions of the Agreement.

2.1.3   Regardless of whether Buyer deploys the Product in Buyer's Computing Environment or accesses the Product via the SaaS Service, Buyer may use the Product only: (a) in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s); (b) in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates); and/or (c) in connection with Buyer's and its Affiliate's interactions with Users.

2.1.4   Buyer may make a reasonable number of copies of the Documentation as necessary to use such Product in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

2.2   **Affiliates and Contractors**. With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3   **Restrictions**. Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code, algorithms or the underlying structure of the Product; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4   Open Source Software. Subject to the requirements of Section 5.1(d), Product may contain or be provided with Open Source Software. If Buyer's use of the Product subjects Buyer to the terms of any license governing the use of Open Source Software, then information identifying such Open Source Software and the applicable license shall be incorporated or referenced in the Product Listing or Documentation. The terms of this Agreement apply to Open Source Software (i) to the extent not prohibited by the license to which the Open Source Software is subject, including without limitation, warranties and indemnification, and (ii) except to the extent required by the license to which the Open Source Software is subject, in which case the terms of such license will apply in lieu of the terms of this Agreement only with respect to such Open Source Software, and not to the entire Product, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5   No Additional Terms. No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Product Listing and or Documentation are not Additional Terms subject to this Section.

2.6   High-Risk Activities. The Product is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Product could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Product for any High Risk Activities.

3.   Services.

3.1   SaaS Service. If Buyer is purchasing a SaaS Service Subscription, Licensor will provide the Product to Buyer as a SaaS Service in accordance with the Product Listing promptly following purchase of the Subscription and continuing until termination of the Subscription. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Product via the SaaS Service ("**Keys**") as set forth in the Product Listing.

3.2   Support Services. Licensor will make available to Buyer Documentation concerning the use and operation of the Product, and Licensor will provide Support Services to Buyer as described, incorporated or referenced in the Product Listing.

4.   Proprietary Rights.

4.1   Licensed Materials. Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer

any rights of ownership or any other proprietary rights in or to the Licensed Materials or any Proprietary Rights therein.

4.2 **Feedback**. Buyer may, at its option, provide suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), provided however, that Feedback does not include any Proprietary Rights of Buyer or Buyer's Affiliates or any Buyer Data or Buyer Materials. Licensor may use and incorporate Feedback in Licensor's products and services without compensation or accounting to Buyer, provided that neither Licensor nor its use of the Feedback identifies Buyer as the source of such Feedback. Feedback is not confidential to Buyer. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

5. **Warranties.**

5.1 **Licensed Materials.** Licensor represents and warrants to Buyer that: (a) for Subscriptions with Entitlement Pricing, in the case of Product, or a component of a Product, deployed in the Buyer's Computing Environment, the Product or component will conform, in all material respects, to the Documentation, for 30 days after Buyer's purchase of the Subscription or the term of the Subscription, whichever is shorter, and, in the case of Product, or a component of a Product, deployed as a SaaS Service, the Product will conform, in all material respects, to the Documentation during the term of the Subscription; (b) a Product, or a component of a Product, provisioned for deployment in the Buyer's Computing Environment will not contain any automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Buyer's exercise of its rights under this Agreement (for clarity, the foregoing does not prohibit Keys that expire at the end of the Subscription); (c) Licensor will use industry standard practices designed to detect and protect the Product against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Product or interference with or harm to the operation of the Product or any systems, networks or data, including as applicable scanning the Product for malware and other security vulnerabilities and with up to date scanning software or service prior to making the Product (including any Product provided through Support Services) available to Buyer, and for Product or a component of a Product deployed via SaaS Service, scanning the Product or component on a regular basis; and (d) the Product, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Product, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2 **Services**. Licensor represents and warrants that any Support Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services and in accordance with the Product Listing and Documentation.

5.3 **Remedies**. If any Product or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Product and re-perform the

Services as necessary to conform to the warranties. If Licensor does not correct the Product or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days (or such other period as may be agreed upon by the Parties) (the "**Cure Period**"), as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may for a period of 30 days following the conclusion of the Cure Period (or such other period as may be agreed upon by the Parties), elect to terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the portion of the Subscription unused at the time Buyer reported the breach of warranty to Licensor, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

      5.4   **Warranty Exclusions**. Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Product by Buyer in violation of this Agreement or applicable Law; (b) modifications to the Licensed Materials not provided by Licensor or its Personnel; (c) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Product Listing or Documentation; or (d) use by Buyer of Product in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

      5.5   **Compliance with Laws**. Each Party represents and warrants to the other Party that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

      5.6   **Power and Authority**. Each Party represents and warrants to the other Party that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

      5.7   **Disclaimer**. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT: (A) THAT THE LICENSED MATERIALS WILL MEET BUYER'S REQUIREMENTS; OR (B) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

6.   **Confidentiality.**

      6.1   **Confidential Information**. "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement

that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

      6.2   **Obligations**. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement or as necessary for proper use of the Product. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

      6.3   **Compelled Disclosure**. If and to the extent required by applicable Law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure. Notwithstanding any provisions herein, if Buyer is a Government Entity, Buyer will comply with all Laws applicable to it with respect to disclosure of public information.

6.4 **NDA**. Buyer and Licensor may agree to a separate nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("**NDA**") that applies to disclosures occurring during the term of the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7.   **Additional SaaS Service Obligations and Responsibilities**. This Section 7 applies to Subscriptions for Product, or a component of a Product, deployed via SaaS Service only.

7.1   **Acceptable Use; Restrictions on Sensitive Information**.

7.1.1   Buyer will not intentionally use the Product, component or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or illegal activity; (c) interfere with or disrupt the integrity or performance of the Product, component or data contained therein or on Licensor's system or network or circumvent the security features of the Product; or (d) perform penetration testing, vulnerability testing or other security testing on the Product, component or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Product or Licensor's systems or networks.

7.1.2   Buyer will not use the SaaS Services to store or process Highly Sensitive Information unless Licensor specifically purchases a SaaS Service Subscription designed to be used with Highly Sensitive Information. "**Highly Sensitive Information**" means, for purposes of this Agreement: (1) "special categories of personal data," "sensitive personal information," or "Sensitive Personal Data," as defined under applicable Data Protection Law, including European Union Regulation 2016/679, Article 9(1) or any successor legislation; (2) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); or (3) other information subject to additional protections or regulation under specific laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations). Supplier shall have no responsibility for Highly Sensitive Information where the SaaS Service is not approved by Licensor to be used with Highly Sensitive Information.

7.1.3   Licensor may suspend Buyer's or a User's right to access or use any portion or all of the SaaS Service immediately upon notice to Buyer (a) if Licensor, after reasonable due diligence given the nature and severity of the issue, reasonably determines that: (i) Buyer or a User's use of the SaaS Service poses a material risk to the security or operation of Licensor's systems, the SaaS Service or the systems or data of any other customer, or (ii) Buyer or a User's use of the SaaS Service violates this Section 7.1 or is illegal or fraudulent; (b) if Buyer fails to pay any undisputed amounts within 30 days after notice of past due amounts; or (c) if Buyer uses a SaaS Service Subscription to store or process Highly Sensitive Information if such SaaS Service is not approved by Licensor to be used with Highly Sensitive Information. To the extent reasonably practicable, Licensor will limit the suspension of the SaaS Service pursuant to subsection (a) as needed to mitigate the applicable risk. Licensor will promptly restore the SaaS Service to Buyer upon resolution of the issue and/or payment of the outstanding amounts (as applicable).

7.2   Buyer Data and Buyer Materials.

      7.2.1   Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

      7.2.2   Buyer represents and warrants to Licensor that it has or will obtain all necessary consents, authorizations and rights and provide all necessary notices and disclosures in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

      7.2.3   The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement. In no event will Licensor access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever other than as necessary for the purpose of providing the Product and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Product or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

      7.2.4   Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Product. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Product, except for backups of Buyer Data stored and/or maintained at Buyer's direction or in accordance with the Documentation and Privacy and Security Terms. Licensor will provide to Buyer all passwords, codes, comments, Keys and other documentation necessary for such access and use of the Product, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

      7.3   System Data. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to administer, provide and improve the Product and Services as a generally available service offering, to identify opportunities for Buyer to optimize its use of the Product, including the provision of additional training, and to identify to Buyer complementary uses of Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its

Affiliates. Licensor will not target any development efforts arising from its use of Identifiable System Data at any person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates or the intended recipient being in same industry or market as Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any purpose other than as permitted in this Section unless otherwise agreed in writing by the Parties, and will, except for the use permitted in this Section, maintain the confidentiality and security of Identifiable System Data as Confidential Information.

7.4   Use of Other Data. Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Product as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5   Security; Breach Notification. Licensor will comply with the security practices (if any) incorporated or referenced in the Product Listing and Documentation for the Product, provided however that at all times Licensor will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to maintain the availability and integrity of Buyer Data and to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, including accidental loss, unauthorized use, access, alteration or disclosure. Licensor will inform Buyer promptly upon discovery of any material unauthorized access to, any unauthorized loss, use or disclosure of any Buyer Data (a "**Security Incident**"), provided that such notification is not prohibited by Law. Licensor will investigate the cause of the Security Incident and take reasonable steps to prevent further unauthorized access, loss, use or disclosure of Buyer Data. At Buyer's request and cost, Licensor will reasonably cooperate with Buyer in complying with its obligations under applicable law pertaining to responding to a Security Incident. Licensor's obligation to report or respond to a Security Incident under this Section is not an acknowledgement by Licensor of any fault or liability with respect to the Security Incident.

7.6   Data Protection Legislation.

7.6.1   Each Party will comply with all Data Protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific Data Protection Laws or their implementations.

7.6.2   Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Data to Buyer or if Licensor is Processing Personal Data on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Data Protection Law. Unless

Licensor and Buyer expressly agree to be bound by other terms and conditions that reflect their respective legal obligations with respect to Personal Data, Licensor and Buyer agree to the terms and conditions of the attached Data Processing Addendum. For the avoidance of doubt, no Personal Data should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Data Protection Law.

7.7   Remedies. Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled.

8.   Limitations of Liability.

8.1   Disclaimer; General Cap. SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM CLAIMS BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.2   Exception for Gross Negligence, Willful Misconduct or Fraud. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.3   Exception for Certain Indemnification Obligations. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4   Special Cap for Security Breach.

8.4.1   FOR SAAS SERVICE SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION 8.4.2 WILL APPLY TO: (a) GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION SPECIFIED IN SECTION 9.5 RESULTING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION

BY LICENSOR OF DATA PROTECTION LAWS, AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2 FOR SAAS SERVICE SUBSCRIPTIONS, LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY SECURITY INCIDENT RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS OR RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER THE PRIVACY AND SECURITY TERMS OR ANY VIOLATION BY LICENSOR OF DATA PROTECTION LAWS, INCLUDING GOVERNMENT FINES AND PENALTIES INCURRED BY BUYER AND BUYER'S OUT-OF-POCKET, REASONABLE AND DOCUMENTED COSTS SET FORTH IN SECTION 9.5 AND LICENSOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5 AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES.

9.   Indemnification.

9.1   Licensor Indemnity. Licensor will, at its expense, defend Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party (including government investigations), ("**Claims**") to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under the Privacy and Security Terms or any violation by Licensor of Data Protection Laws. Licensor will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Buyer in any such Claims.

9.2   Buyer Indemnity. Buyer will, at its expense, defend Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all Claims to the extent arising out of or alleging of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted

under this Agreement; and (b) any unauthorized or unlawful Processing of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from any inaccuracy or breach of Buyer's representations, warranties, and/or obligations under Section 7.2.2. Buyer will pay all costs, damages and amounts finally awarded by a court or agreed upon in settlement (as set forth in Section 9.3 below) and any government fines and penalties assessed against or incurred by Licensor in any such Claims. Notwithstanding any provisions herein to the contrary, if Buyer is a Government Entity, this Section 9.2 will not apply except as permitted by applicable Law.

9.3   Process. The party(ies) seeking indemnification pursuant to this Section 9 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4   Infringement Remedy. In addition to Licensor's obligations under Section 9.1, if the Product or other Licensed Materials is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then Licensor will at its option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Licensor cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Licensor will notify Buyer and either Party may terminate the Subscription and this Agreement, in which case Licensor will refund to Buyer any fees prepaid to Licensor by Buyer prorated for the unused portion of the Subscription. For clarity, Licensor's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if Licensor responds to an infringement

Claim by accomplishing the solution in (b), Licensor will have no obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which Licensor provided modified or replacement Licensed Materials and a reasonable time to implement the modified or replacement Licensed Materials.

9.5 **Security Breach Remedy**. In the case of a SaaS Service Subscription, in addition to Licensor's obligations under Section 9.1, in the event of any Security Incident resulting from breach of Licensor's obligations under any Privacy and Security Terms or any violation by Licensor of Data Protection Laws, Licensor will pay the government fines and penalties and other out-of-pocket costs incurred by Buyer, to the extent reasonable and documented, for (a) investigating and responding to the Security Incident; (b) legal advice regarding the Security Incident; (c) providing notification to affected individuals, applicable government and relevant industry self-regulatory agencies and the media; (d) providing credit monitoring and/or identity theft services to affected individuals; (e) operating a call center to respond to questions from affected individuals; and (f) any other investigation, mitigation, remediation, or notification required by law or regulators to be undertaken by Buyer in response to such Security Incident.

9.6 **Limitations**.

9.6.1 Licensor will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Licensor or its Personnel; (b) use of the Product in combination with third-party equipment or software not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the Product Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. Licensor's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Product in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the Product Listing or Documentation is limited to Licensor's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Licensor would be responsible for a 25% share of the defense and indemnity obligations).

9.6.2 Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by Licensor in breach of this Agreement.

9.6.3 This Section 9 states the entire liability of Licensor with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of

Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any Processing thereof by Licensor.

9.7   Not Limiting. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10.   Term and Termination.

10.1   Term. This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

10.2   Termination. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Service Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.3.2 following such termination.

10.3   Effect of Termination.

10.3.1 Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Product licensed under such Subscription will terminate, and Buyer's access to the Product and Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

10.3.2 Within 45 days (or such other period as may be agreed upon by the Parties) following termination or expiration of any SaaS Service Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the Product and/or Licensor's Computing Environment (as applicable) and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data using the SaaS Service, then for a period of 45 days (or such other period as may be mutually agreed upon by the Parties in writing) following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from Licensor as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, Licensor will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary, Licensor's duty to return or enable Buyer's retrieval or deletion of the Buyer Data pursuant to this Section 10.3.2 may be delayed but will not be discharged due to the occurrence of any Force Majeure Event (defined below). Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and Licensor's validation thereof or expiration of the applicable period, whichever is soonest, Licensor may, and within a reasonable time thereafter will, permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.3 (Effect of Termination), 11 (Insurance), 12 (General), and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. Insurance.

11.1 Coverages. Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. Subject to Licensor's right to self-insure as described below, Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

11.1.1 Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and $5,000,000 products/completed operations aggregate;

11.1.2 Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of $2,000,000 each claim and annual aggregate;

11.1.3 If a SaaS Service Subscription, Cyber Liability or Technology Errors and Omissions, with limits of $2,000,000 each claim and annual aggregate, providing for protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) liability arising from loss or disclosure of personal or corporate confidential data; (f) cyber extortion; (g) breach response and management coverage; (h) business interruption; and (i) invasion of privacy; and

11.1.4 If a SaaS Service Subscription, Computer Crime Insurance with limits of $1,000,000 and Employee Theft/Buyer Insurance Coverage with limits of $500,000.

11.2 Umbrella Insurance; Self-Insurance. The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Licensor will provide evidence of Licensor's self-insurance program in a formal declaration (on Licensor's letterhead, if available) that declares Licensor is self-insured for the type and amount of coverage as described in Section 11.1. Licensor's declaration may be in the form of a corporate resolution or a certified statement from a corporate

officer or an authorized principal of Licensor. The declaration also must identify which required coverages are self-insured and which are commercially insured.

11.3 **Certificates and Other Requirements**. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Licensor furnish to Buyer a certificate of insurance evidencing the coverages set forth above. Licensor's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Licensor's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Licensor's obligation to provide the insurance coverage specified.

12. General.

12.1 **Applicable Law**. This Agreement will be governed and interpreted under the laws of the State of New York, excluding the principles of conflict of laws thereof and of any other jurisdiction. The Parties agree that any legal action or proceeding relating to this Agreement will be instituted solely in the state and federal courts located in New York City, New York. Each Party irrevocably submits to the jurisdiction of such courts, and each Party waives any objection that it may have to the laying of the venue of any such action or proceeding in the manner provided in this Section. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 **Assignment**. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Licensor may assign this Agreement, in its entirety, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets, whether by sale of assets, sale of stock, merger or otherwise and Buyer may assign this Agreement, in its entirety, to any Affiliates or entity acquiring all or substantially all of its assets related to Buyer's account or the Buyer's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.3 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED

ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.4   Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Product or Services, and in the case of Licensor, where Licensor provides the Product or Services. Each Party certifies that (i) it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons and (ii) neither it nor its Personnel are the subject or target of any sanctions program, including but not limited to the sanctions programs of the U.S., the European Union, and UN Security Council. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States or other applicable jurisdiction.

12.5   Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions (a "**Force Majeure Event**"). If a Force Majeure Event continues for more than 14 days for any Subscription with Entitlement Pricing, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

12.6   Government Rights. As defined in FARS §2.101, the Product and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.7   Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.8   No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

12.9 Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

12.10 Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof No such waiver will be valid unless executed in writing by the Party making the waiver.

12.11 Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

12.12 Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

12.13 Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

12.14 Subcontracting. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

13.   Definitions.

13.1 "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

13.2 "**AWS Marketplace**" means the marketplace operated by Amazon Web Services, Inc., which is currently located at https://aws.amazon.com/marketplace/, as it may be updated or relocated from time to time.

13.3 "**Buyer Data**" means all data, Personal Data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Product or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

13.4 "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

13.5 "**Buyer's Computing Environment**" means the Buyer computing environment in which Licensor authorizes use of the Subscription.

13.6 "**Contractor**" means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

13.7 "**Data Protection Law(s)**" means all data protection and privacy laws and regulations, now in effect or hereinafter enacted, in any jurisdiction of the world, and applicable to the Processing of Personal Data under the Agreement, including Regulation 2016/679 (General Data Protection Regulation) ("**GDPR**"), and Cal. Civ. Code 1798.100 et seq. (California Consumer Privacy Act) ("**CCPA**").

13.8 "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Product (including all information included or incorporated by reference in the applicable Product Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.

13.9 "**Entitlement Pricing**" means any Subscription pricing model where Buyer purchases a quantity of usage upfront, including prepaid and installment payment pricing models.

13.10 "**Governmental Entity**" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, including any agency, authority, regulatory body, court, central bank, or other governmental entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of government (including any supra-national bodies such as the European Union or the European Central Bank).

13.11 "**International Data Transfer Mechanism**" means the special protections that some jurisdictions require two or more parties that transfer information across international borders to adopt to make the transfer lawful, e.g., Standard Contractual Clauses, Binding Corporate Rules, or statutory obligations that require the parties to adopt certain technical, organizational, or contractual measures. "**Transfer,**" in the context of an International Data Transfer Mechanism, means to disclose or move Personal Data from a storage location in one jurisdiction to another, or to permit a party in one jurisdiction to access Personal Data that the other party stores in another jurisdiction that requires an International Data Transfer Mechanism.

13.12 "**Licensed Materials**" means the Product, Documentation and any other items, materials or deliverables that Licensor provides, or is obligated to provide, as part of a Subscription.

13.13 "**Licensor's Computing Environment**" means the computing infrastructure and systems used by Licensor to provide the Product via SaaS Service.

13.14 "**Open Source Software**" means software distributed under a licensing or distribution model that is publicly available and makes the source code to such software available to licensees for use, modification and redistribution.

13.15 "**Personal Data**" means information the Buyer Data that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a natural person. "Personal Data" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Personal Information," as context requires, to the extent such information forms part of the Buyer Data.

13.16 "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

13.17 "**Privacy and Security Terms**" means Section 7.5, the attached Data Protection Addendum (if applicable), and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

13.18 "**Process**" or "**Processing**" means any operation or set of operations that are performed on Personal Data, whether or not by automated means, including, but not limited to, accessing, collecting, recording, organizing, structuring, using, storing, transferring, retaining, disclosing, selling, sharing, deleting, and destroying Personal Data.

13.19 "**Product Listing**" means the description of Product and other product information listed on the AWS Marketplace and offered by Licensor or its authorized reseller, including Support Services and Licensor's policies and procedures incorporated or referenced in the product information. The Product Listing may also describe, incorporate or reference Licensor's security practices or disclosures concerning Open Source Software.

13.20 "**Product**" means the computer software and any associated data, content and/or services identified in the applicable Product Listing that Licensor provides or is obligated to provide as part of a Subscription, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the foregoing that Licensor provides, or is obligated to provide, as part of the Subscription.

13.21 "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

13.22 "**SaaS Service**" means access and use of the Product, or a component of a Product, as deployed and hosted by Licensor in the Licensor's Computing Environment, and any software and other technology provided or made accessible by Licensor in connection therewith (and not as a separate product or service) that Buyer is required or has the option to use in order to access and use the Product.

13.23 "**Services**" means all services and tasks that Licensor provides or is obligated to provide under this Agreement, including without limitation Support Services.

13.24 "**Subcontractor**" means any third party subcontractor or other third party to whom Licensor delegates any of its duties and obligations under this Agreement.

13.25 "**Subscription**" means a Product subscription for a specific use capacity purchased by Buyer and fulfilled by Licensor for the licensing and provision of Product, whether deployed in Buyer's Computing Environment and/or provided as a SaaS Service through Licensor's Computing Environment.

13.26 "**Support Services**" means the support and maintenance services for the Product that Licensor provides, or is obligated to provide, as described in the Product Listing.

13.27 "**System Data**" means data and data elements (other than Buyer Data) collected by the Product, SaaS Service or Licensor's Computer Environment regarding configuration, environment, usage, performance, vulnerabilities and security of the Product or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the Product or SaaS Service.

13.28 "**User**" means Buyer, its Affiliates and any person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Product as permitted under this Agreement, including Contractors of Buyer or its Affiliates.

Data Processing Addendum for
Standard Contract for AWS Marketplace

This Data Processing Addendum (this "**Addendum**") is part of the Standard Contract for AWS Marketplace (the "**Standard Contract**") between Licensor (who is the Processor) and Buyer (who is the Controller) and governs Licensor's Processing of Personal Data in its capacity as a Processor in connection with Licensor's provision of the Services it provides pursuant to the Standard Contract. This Addendum shall only apply if Licensor and Buyer have not entered into a separate data processing agreement or similar contractual arrangement with respect to the Processing of Personal Data. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Standard Contract.

Processing of Personal Data

I. DEFINITIONS

1. "**Controller**" means the entity that determines the purposes and means of the Processing of Personal Data. "Controller" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Business" or "Third Party," as context requires.

2. "**Personal Data Breach**" means a confirmed Security Incident, such as a breach of security of the Services that caused an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, or an event that qualifies as a reportable data breach under applicable Data Protection Law.

3. "**Processor**" means an entity that processes personal data on behalf of another entity. "Processor" includes equivalent terms in other Data Protection Law, such as the CCPA-defined term "Service Provider," as context requires.

4. "**Sensitive Personal Data**" means the following types and categories of Personal Data, as defined under applicable Data Protection Law, such as: (a) data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership; (b) genetic data; (c) biometric data; (d) data concerning health, including protected health information governed by the Health Insurance Portability and Accountability Act; (e) data concerning a natural person's sex life or sexual orientation; (f) government identification numbers (e.g., SSNs, driver's license); (g) payment card information; (h) nonpublic personal information governed by the Gramm-Leach-Bliley Act; (i) an unencrypted identifier in combination with a password or other access code that would permit access to a data subject's account; and (j) precise geolocation. "Sensitive Personal Data" includes equivalent terms in other Data Protection Law, such as "special categories or personal data" or "sensitive personal information," as context requires.

II. INTERNATIONAL DATA TRANSFERS

1. **International Data Transfer**. Before Buyer transfers Personal Data to Licensor, or permits Licensor to access Personal Data located in a jurisdiction that requires an International Data Transfer Mechanism, Buyer will notify Licensor of the relevant requirement and the parties will work together in good faith to fulfill the requirements of that International Data Transfer

Mechanism. The parties will institute and comply with any International Data Transfer Mechanism that may be required by applicable Data Protection Law.

III.   DATA PROTECTION GENERALLY

1.   Compliance. The parties will comply with their respective obligations under Data Protection Law and their respective privacy notices.

2.   Confidentiality. Licensor will restrict access to Personal Data to those authorized persons who need such information to provide the Services. Such authorized persons are obligated to maintain the confidentiality of any Personal Data.

3.   Security. Licensor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the Personal Data provided by Buyer and processed by Licensor. Such security measures will be at least as protective as the security requirements set forth in the Standard Contract. When choosing security controls, Licensor will consider the state of the art, the cost of implementation, the nature, scope, context, and purposes of Personal Data Processing, and the risk to data subjects of a Security Incident or Personal Data Breach affecting Personal Data.

4.   Retention. Personal Data received from Buyer will be retained only for so long as may be reasonably required in connection with Licensor's performance of the Standard Contract or as otherwise required under Data Protection Law.

5.   Cooperation. Licensor will cooperate to the extent reasonably necessary in connection with Buyer's requests related to data protection impact assessments and consultation with supervisory authorities and for the fulfillment of Buyer's obligation to respond to requests for exercising a data subject's rights under Data Protection Law. Licensor reserves the right to charge Buyer for its reasonable costs in collecting and preparing Personal Data for transfer and for any special arrangements for making the transfer.

6.   Third Party Requests. If Licensor receives a request from a third party in connection with any government investigation or court proceeding that Licensor believes would require it to produce any Personal Data, Licensor will inform Buyer in writing of such request and cooperate with Buyer if Buyer wishes to limit, challenge or protect against such disclosure, to the extent permitted by applicable Law.

7.   Instructions from the Buyer. Notwithstanding anything in the Standard Contract to the contrary, Licensor will only Process Personal Data in order to provide the Services to Buyer, in accordance with Buyer's written instructions, as permitted by the last sentence of Section III.8 below, or as required by applicable Law. Licensor will promptly inform Buyer if following Buyer instructions would result in a violation of Data Protection Law or where Licensor must disclose Personal Data in response to a legal obligation (unless the legal obligation prohibits Licensor from making such disclosure).

8.   Scope of Processing. Licensor is prohibited from: (a) Selling (as such term is defined in the CCPA) Personal Data, (b) Processing the Personal Data for any purpose other than for the specific business purpose of performing Buyer's documented instructions for the business

purposes defined in this Addendum, including retaining, using, or disclosing the Personal Data for a commercial purpose other than performing Buyer's instructions, or (c) Processing the Personal Data outside of the direct business relationship between the parties as defined in this Agreement. Licensor certifies that it understands these restrictions. Notwithstanding the foregoing, Licensor may Process Personal Data to retain or employ another person as a Sub-Processor (as defined in Section III.10 below) in accordance with this Addendum, for internal use by the Licensor to improve the quality of its services (provided that Licensor does not use the Personal Data to perform services on behalf of another person), or to detect data Security Incidents or protect against malicious, deceptive, fraudulent or illegal activity.

9.   **Sensitive Information**. Buyer will inform Licensor if Personal Data is Sensitive Personal Data.

10.   **Sub-processors**. Buyer grants Licensor general authorization, as a Processor, to engage other processors ("**Sub-Processors**") to assist in providing the Services consistent with the Standard Contract. Licensor will make a list of such Sub-Processors accessible to Buyer prior to transferring any Personal Data to such Sub-Processors. Licensor will notify Buyer of any changes to the list of Sub-Processors by updating such list from time to time in order to give Buyer an opportunity to object to such changes.

11.   **Sub-processor Liability**. Where Licensor engages a Sub-Processor for carrying out specific processing activities on behalf of Buyer, substantially similar data protection obligations as set out in this Addendum will be imposed on that Sub-Processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of Data Protection Law. Licensor will be liable for the acts or omissions of its Sub-Processors to the same extent as Licensor would be liable if performing the services of the Sub-Processor directly.

12.   **Recordkeeping**. Upon a request issued by a supervisory authority for records regarding Personal Data, Licensor will cooperate to provide the supervisory authority with records related to processing activities performed on Buyer's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

13.   **Transfer of Personal Data; Appointment**. Buyer authorizes Licensor to Process Personal Data in the United States or any other country in which Licensor or its Sub-Processors maintain facilities. Buyer appoints Licensor to perform any such transfer of Personal Data to any such country and to store and process Personal Data in order to provide the Services. Licensor will conduct all such activity in compliance with the Standard Contract, this Addendum, Data Protection Law, any applicable International Data Transfer Mechanism and Buyer instructions.

14.   **Deletion or Return**. When instructed by Buyer, Licensor will delete any Personal Data or return it to Buyer in a secure manner and delete all remaining copies of Personal Data after such return except where otherwise required under applicable Law. Licensor will relay Buyer's instructions to all Sub-Processors.

15.   Breach Notification. After becoming aware of a Personal Data Breach, Licensor will notify Buyer without undue delay of: (a) the nature of the Personal Data Breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at Licensor.

16.   Audits. Upon request, Licensor will make available to Buyer all information necessary, and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer, to demonstrate compliance with Data Protection Law. For clarity, such audits or inspections are limited to Licensor's Processing of Personal Data only, not any other aspect of Licensor's business or information systems. If Buyer requires Licensor to contribute to audits or inspections that are necessary to demonstrate compliance, Buyer will provide Licensor with written notice at least 60 days in advance of such audit or inspection. Such written notice will specify the things, people, places or documents to be made available. Such written notice, and anything produced in response to it (including any derivative work product such as notes of interviews), will be considered Confidential Information and, notwithstanding anything to the contrary in the Standard Contract, will remain Confidential Information in perpetuity or the longest time allowable by applicable Law after termination of the Standard Contract. Such materials and derivative work product produced in response to Buyer's request will not be disclosed to anyone without the prior written permission of Licensor unless such disclosure is required by applicable Law. If disclosure is required by applicable Law, Buyer will give Licensor prompt written notice of that requirement and an opportunity to obtain a protective order to prohibit or restrict such disclosure except to the extent such notice is prohibited by applicable Law or order of a court or governmental agency. Buyer will make every effort to cooperate with Licensor to schedule audits or inspections at times that are convenient to Licensor. If, after reviewing Licensor's response to Buyer's audit or inspection request, Buyer requires additional audits or inspections, Buyer acknowledges and agrees that it will be solely responsible for all costs incurred in relation to such additional audits or inspections.

PLURALSIGHT AMENDMENT TO THE STANDARD CONTRACT FOR AWS MARKETPLACE

This Amendment to the Standard Contract for AWS Marketplace (the "Amendment") supplements, constitute an amendment to, and are incorporated into the Standard Contract for AWS Marketplace (collectively, with this Amendment, the "Agreement") between Licensor and Buyer. Capitalized terms not defined in this Amendment will have the same definition as within the Standard Contract.

The Parties agree to amend the terms of the Standard Contract as follows:

1. Section 13 (Definitions) of the Standard Contract is modified to include to include the following Definitions:

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

"DORA" means the EU Regulation (EU) 2022/2554 on digital operational resilience for the financial sector, as amended, supplemented or replaced from time to time.

"EEA" means the European Economic Area

"Financial Entity" has the same meaning given to the term "financial entities" in paragraph 2 of Article 2 of DORA.

"Output" as defined on Schedule 3.

"Pluralsight AI" as defined on Schedule 3.

"Platform" means Licensor's platform(s) with applications and features as more fully described on one or more Product Listing(s), as applicable and includes without limitation https://www.pluralsight.com/.

"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 Buyer marketing preferences.

"Standard Contractual Clauses" means the standard data protection clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and implemented by the European Commission decision 2021/914, dated 4 June 2021.

"UK Addendum" means the International Data Transfer Addendum to the SCCs issued by the UK Information Commissioner under Section 119A(1) of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022).

2. The Parties agree to supplement the terms of the Standard Contract by inserting:

 a. the Product Specific Licensing Terms of Schedules 1, 2 and 3 of this Amendment into the Agreement in relation to Buyer's use of the Platform and Licensor's SaaS Service (Schedule 1), hands-on labs, interactive cloud playgrounds, and sandboxes (Schedule 2) and for SaaS Services that may include Pluralsight generative artificial intelligence products or services (Schedule 3); and/or

 b. where a Buyer is a Financial Entity subject to DORA (as defined below), the Parties agree to comply

with the terms of the EU DORA Financial Entity Addendum attached hereto as Schedule 4.

In the event of any conflict or inconsistency between the terms of this Amendment and the Standard Contract, the terms of this Amendment shall prevail and take precedence over the Standard Contract. Nothing in this Amendment varies or modifies the Standard Contractual Clauses.

SCHEDULE 1

PRODUCT SPECIFIC LICENSING TERMS

USE OF THE PLATFORM AND PRODUCTS

These Product Specific Licensing Terms for use of the Platform and Products govern Buyer's access to and use of Licensor's SaaS Service.

1. **Usage Restrictions**. Buyer 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 Buyer ; (c) upload, post, transmit, or otherwise make available to the Platform any content that (i) Buyer knows or reasonably should know is unlawful, harmful, threatening, abusive, 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; (ii) that Buyer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights; (d) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Platform, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks; (f) use the Platform in violation of applicable laws; (g) access the Platform or the Documentation to build a competitive product or platform; (g) engage in Excess Use; (h) input, upload, transmit, access, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any material that is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, or other malicious software) (collectively, "Malware"); or (i) impersonate any person or entity, including Licensor or any Licensor employee, or falsely state or otherwise misrepresent an affiliation with any person or entity. Licensor may, in its sole discretion, revoke or deny access to any User violating the terms of this Section 1. Buyer acknowledges and agrees that any breach of these terms and conditions by any of its Users will be deemed a breach by Buyer.

2. **Aggregated Statistical Information**. Licensor owns the Aggregated Statistical Information derived from the operation of the Platform. Nothing herein shall be construed as prohibiting Licensor from utilizing the Aggregated Statistical Information for purposes of operating Licensor's business, provided that Licensor's use of Aggregated Statistical Information will not reveal personal information to any third party.

3. **Additional EU Regulatory Requirements**. If Buyer is a Financial Entity subject to DORA, the Parties agree to comply with the terms of the EU DORA Financial Entity Addendum (if any) attached to this Amendment.

4. **Indemnification By Buyer**. Section 9.2 (Buyer Indemnity) is modified to include a new subsection (c):

    (c)   act or omission by Buyer, its Users or any employee, agent or contractor of Buyer in violation of the terms and conditions set forth in Section 1 (Usage Restrictions) above and Schedules 2 and 3 of this Amendment and any and all third party claims, actions and demands alleging (i) Buyer Data, and/or (ii) Buyer's use of Outputs, infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

5. **Product Communications Consent.**
    By agreeing to these terms, Buyer consents to Licensor and its affiliates using the contact information
    provided by Buyer to send Product Communications to End Users. In compliance with the General Data Protection Regulation (GDPR) and other applicable privacy laws, Licensor ensures that:

    i.   Consent: Buyer 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 Buyer account settings.
    ii. Data Protection: Buyer personal data will be processed in accordance with Licensor's Privacy Policy, which details

how data is collected, used, and stored securely. Licensor will not share Buyer personal data with third parties for marketing purposes without explicit consent. For more information on how we handle Buyer Personal Data, please refer to Section 7 above (Data Protection), and if applicable the Data Protection Addendum between the parties.

    iii.   Legitimate Interest: Licensor may also send Product Communications to End Users based on legitimate interest. These communications are necessary to keep Buyer informed of essential changes that affect Buyer use of Licensor Products and Services.

6. Notwithstanding anything to the contrary in Section 10.3.2 of the Standard Contract, Buyer and its User's access to the Saas Service will terminate on the end date of the then-applicable Subscription term. Buyer may retrieve or delete Buyer Data from the Licensor's Computing Environment prior to termination or expiration of any SaaS Service Subscription.

7. Sub-processors.
Licensor makes available information about Sub-processors on Licensor's website https://www.pluralsight.com/terms/sub-processors for Skills, Flow Products and Cloud Products.

8. Professional Services.

    i.   Buyer and Licensor may enter into a Sales Order or statement of work ("SOW") that describe specific Professional Services as described on an applicable Sales Order or statement of work ("Professional Services) to be performed by Licensor. The scope and features of the Services may be determined by the subscription Plan Buyer has purchased under the Agreement or by way of the description of Services set forth on a Sales Order or SOW executed by the Parties.

    ii.   Unless otherwise specified in a SOW, all professional services must be utilized by Buyer within one (1) year of purchase. 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 Licensor.

    iii.   Services provided by Licensor hereunder are for use by Customer only and for the purposes described herein. Buyer shall have a revocable, non-transferable, term license to use the copy of the materials provided by Licensor in connection with the Services for its internal use only. All other rights in the materials remain in and/or are assigned to Licensor. In no event will Buyer allow third parties to access or use the materials provided by Licensor in connection with the Services.

    iv.   Buyer acknowledges that Licensor may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes Licensor from developing or disclosing such materials and information, provided that the same does not contain or reflect Buyer Confidential Information.

9. International Data Transfers

Buyer Data that Licensor processes on Buyer's behalf may not be transferred to or stored and processed in a geographic location except in accordance with the Agreement and the safeguards provided below in this section. Taking into account such safeguards, Buyer hereby authorizes Licensor to transfer Personal Data and Buyer Data, to the United States or any other country in which Licensor or its Sub-processors operate and to store and process Buyer Data, and Personal Data to provide the Products, except as described elsewhere in the Agreement and, for Buyers established in the European Economic Area, the United Kingdom or Switzerland, provided that the transfer is performed (i) to any country deemed to have an adequate level of data protection by the European Commission or the competent authorities, as appropriate, or, if not applicable, (ii) on the basis of appropriate safeguards in accordance with Data Protection Requirements, including pursuant to the SCCs and the UK Addendum referred to below.

By executing a private offer via the AWS Marketplace, and where applicable, Licensor and Buyer conclude the Module 2 (Controller-to-Processor) of the Standard Contractual Clauses "SCCs", attached in Appendix 1 – International Data Transfers of this Amendment and which hereby incorporated by reference and completed as follows: the "data exporter" is Buyer; the "data importer" is Licensor; the optional docking clause in Clause 7 shall not apply; Option 2 of Clause 9(a) is implemented and the time period therein is specified in Section O. below; the optional redress clause in Clause 11(a) is struck; Option 1 in Clause 17 is implemented and the governing law is the law of the Republic of Ireland; the courts in Clause 18(b) are the Courts of the Republic of Ireland, Dublin; Annex I and II to the SCCs are set out in Appendix 1 to this

Amendment. For International Data Transfers from Switzerland, Data Subjects who have their habitual residence in Switzerland may bring claims under the SCCs before the courts of Switzerland.

By executing a private offer via the AWS Marketplace, and where applicable, Licensor and Buyer conclude the UK Addendum, which is hereby incorporated by reference and applies to International Data Transfers outside the UK. Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the "Exporter" is Buyer and the "Importer" is Licensor, their details are set forth in the private offer, and the Agreement; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the SCCs referred to in the second paragraph of this Section 9; (iii) in Table 3, Annexes 1 (A and B) and II to the "Approved EU SCCs" are Annex I and II.A to Appendix 1 to this Amendment respectively; and (iv) in Table 4, neither party can terminate the UK Addendum and clause 18 will apply in the event the approved UK Addendum changes in accordance therewith. Upon execution of a private offer via the AWS Marketplace, the Buyer shall promptly return a fully signed copy of the SCCs to the Licensor at contract-notices@pluralsight.com.

All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

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SCHEDULE 2

PRODUCT SPECIFIC LICENSING TERMS

HANDS-ON LABS, INTERACTIVE CLOUD PLAYGROUNDS, AND SANDBOXES

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These Product Specific Licensing Terms for use of hands-on labs, interactive cloud playgrounds, and sandboxes (the "**Feature Terms**") govern the access to and use of Licensor's hands-on labs, interactive cloud playground, and sandbox features (the "**Features**"), which Features may be included as part of the overall services (the "SaaS **Service**") offered by the Licensor entity providing Buyer with the SaaS Service ("**Licensor**").

These Feature Terms supplement and are incorporated into the Standard Contract for AWS Marketplace ("**Standard Contract**") governing use of the Licensor's SaaS Service (collectively, with these Feature Terms, the "**Agreement**") between Licensor and the person or business subscribing to the SaaS Service ("**Buyer**"). Capitalized terms not defined in these Feature Terms will have the same definition as within the Standard Contract.

BY USING THE FEATURES, BUYER UNCONDITIONALLY AGREES TO THESE FEATURE TERMS. IF BUYER DOES NOT AGREE TO THESE FEATURE TERMS, BUYER AND ITS USERS MAY NOT USE THE FEATURES.

1. **GENERAL APPLICATION**

    a. **For all Users.** All terms of Buyer's Standard Contract will also apply to the Features and, except as supplemented by these Feature Terms if Buyer elects to use the Features, all terms of Buyer's Standard Contract remain in full force and effect. If there is any conflict between these Feature Terms and the terms of the Standard Contract, the Standard Contract will control unless expressly stated otherwise in these Feature Terms.

    b. **Business Subscriber Users.** Any action taken by Buyer's Users with respect to the Features will be deemed an action taken by Buyer; as such, a breach of these Feature Terms by a User will be deemed a breach by Buyer.

    c. **Compliance With Feature Terms and Agreement.** Buyer and its Users agree to use the Features solely in compliance with these Feature Terms, the Agreement, and any other terms and policies identified herein (including the Cloud Provider Terms described below) and in compliance with all applicable laws and regulations.

2. **Cloud Platforms and Providers.** The Features allow Users to access certain third-party cloud platform services including, but not limited to, as available, Microsoft Azure, Google Cloud Platform, and Amazon Web Services (the "**Cloud Platforms**"). Each Cloud Platform is provided by its respective provider (each a "**Cloud Provider**") and is governed by and subject to its own agreement with Licensor for the provision of the Cloud Platforms to end-users, including, as applicable, Buyer and its Users. Each of the Cloud Provider Terms are listed and linked below and are hereby incorporated into these Feature Terms by reference:

     a.   Microsoft Azure **Online Subscription Agreement** and **Product Terms**

     b.   Google Cloud Provider **Terms of Service**, **Service Specific Terms** and **Acceptable Use Policy**

     c.   Amazon Web Services **Customer Agreement** and **Service Terms**

2. **Cloud Provider Terms.** When using the Features, Buyer and its Users are deemed to be end-users (or any similar term of the Cloud Provider Terms referencing the party making end-use of the Cloud Platform) of the Cloud Platforms. Use of the Features is subject to all Cloud Provider Terms applicable to end-users of the respective Cloud Platform. Buyer agrees to, at all times, comply with and ensure its Users comply with, all Cloud Provider Terms applicable to end-users. The Cloud Provider Terms may be subject to change at the Cloud Providers' discretion as provided for by the Cloud Provider Terms, and any such changes will be automatically incorporated into these Feature Terms by reference. Buyer understands that Licensor does not control any changes to Cloud Provider Terms made by a Cloud Provider.

3. **DISCLAIMER:** BUYER AGREES THAT: (A) LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND WILL NOT HAVE ANY LIABILITY TO BUYER, WITH RESPECT TO ANY CLOUD PLATFORM; AND (B) THE CLOUD PROVIDERS HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

4. **Access and Use of Features**

    a. **Buyer Responsibilities.** Buyer acknowledges and agrees that: (a) Buyer is solely responsible for ensuring Buyer and its Users comply with these Feature Terms and for all information, data, communications, programs, applications, protocols, media, formulae, code, works, content, configurations, or other materials inputted, uploaded, transmitted, submitted, posted, or published by Buyer or its Users in connection with use of the Features (collectively, "**Interactive Content**") and/or into or on the server instances that provide interactive environments as a part of the Features and the API and materials related thereto ("**Interactive Sessions**"); (b) neither Licensor nor its affiliates or licensors (including Cloud Providers) will have any responsibility for Buyer's or its Users' Interactive Content or Interactive Sessions; and (c) Licensor will have the right, but not the obligation, to monitor the use of the Features (including Interactive Content and Interactive Sessions) by Buyer and its Users for compliance with the Agreement and this Schedule, and any such monitoring will not relieve Buyer of its obligations under the Agreement or this Schedule.

    b. **Restrictions on Use.** To the extent Buyer has not so agreed under the Standard Contract, Buyer and its Users will not (or allow any third party to) do any of the following:

       i.   copy, download, modify, distribute, rent, lease, or provide access to any portion of the Features or any Interactive Sessions or the source code thereof or any other user's accounts;

      ii.   gain or attempt to gain unauthorized access to Features or Interactive Sessions or the systems or networks connected thereto;

     iii.   provide web, database, or forum access on or through the Features;

     iv.   reverse engineer, decompile, or disassemble any part of the Features or create derivative works thereof;

      v.   exceed the usage limitations (including but not limited to, any time, Interactive Session number, or User number limitations) applicable to Buyer's use of the Features under the Agreement;

     vi.   transfer or resell Buyer's access to the Features or share access information to allow non-Users to access Buyer's or its Users' registered Interactive Session account(s);

    vii.   use the Features to transmit any bulk unsolicited commercial communications or as a mail sender or use any automated process or service to access or use the Features such as a BOT, a spider, or periodic caching of information stored by Licensor or its licensors;

   viii.   distribute any downloadable material from the Features;

     ix.   use or access an Interactive Session in any commercial production environment;

      x.   use any code and/or software that allows automated control of the Features and/or any component or feature thereof or use any device, software, or routine to interfere or attempt to interfere with the proper working of the Features or any activity being conducted on the Features;

     xi.   materially disrupt or assist in the disruption of any computer, system, or network used to support the Features, the Cloud Platforms, any other user's Interactive Sessions, or the Platform;

    xii.   use computer programming routines intended to damage, detrimentally interfere with, or

surreptitiously intercept or expropriate any systems, data, personal data or information, confidential information, or any other property of Licensor, its affiliates or licensors (including Cloud Providers), or any third party;

xiii. circumvent or attempt to circumvent or render ineffective any security measures of the Features or the Cloud Platforms;

xiv. use any data or information other than simulated, anonymous, non-live data when using the Interactive Sessions, and will not use real customer data or information or real transactions;

xv. use the Features to engage in or encourage activity that is illegal or would give rise to civil liability;

xvi. use the Features to engage in cryptocurrency mining;

xvii. use the Features or Cloud Platforms to violate, tamper with or circumvent the security of any computer network, software, passwords, encryption codes or technological protection measures or to otherwise enable others to do so; or

xviii. use the Features or Cloud Platforms, or upload, publish, submit or transmit any Interactive Content that, in any way: (a) infringes, misappropriates, or violates a third party's intellectual property rights (including but not limited to, patent, copyright, trademark, or trade secret rights), or rights of publicity, or privacy; (b) contains information that is fraudulent, false, misleading, deceptive, or intentionally inaccurate; (c) is defamatory, obscene, indecent, pornographic, harassing, threatening, vulgar, or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (e) promotes or discusses illegal or harmful activities or substances; (f) contains personal information, personally identifiable, information, or personal data (each as defined by applicable law) that Buyer or its Users are not authorized by the subject thereof to publish or process within the Features; (g) contains confidential or proprietary information that is not authorized by the owner thereof for publication or processing within the Features; (h) contains advertising or any form of commercial solicitation; (i) is related to partisan political activities; or (j) contains "Malware" ("Malware" being any viruses, Trojan horses, worms, time bombs, corrupted files, spyware or any other similar software that may damage the operation of another's computer or property).

5. **Suspension**. Licensor reserves the right to, in Licensor's sole discretion, take any action to: (a) investigate, prevent, mitigate, or remediate any violations or suspected violations of this Schedule; (b) maintain or restore the security of the Features or Pluralsight Cloud; and/or (c) comply with Licensor's obligations under its agreements with the Cloud Providers. These actions may include but are not limited to: (i) editing or removing the applicable Interactive Content or portion thereof; (ii) disabling or denying access to Interactive Sessions and/or associated User accounts; and/or (iii) suspending or terminating Buyer's and/or a violating User's access to the Features.

6. **Feature Changes.** The Features are currently provided as an add-on feature in connection with Buyer's subscription to Pluralsight Cloud or an Everything plan. A subscription to Pluralsight Cloud or Everything may allow Buyer to access and use the Features, but a subscription does not guarantee access to or use of the Features in any particular form or at all; and Licensor may change, modify, suspend, or terminate all or part of the Features at any time. For example, and without limiting Licensor's general rights, each Cloud Provider may have the right to change, modify, suspend, terminate, or take other action with respect to its Cloud Platform or Licensor's use of its Cloud Platform, in accordance with the underlying Cloud Provider Terms (a "Cloud Platform Change"); and in the event of such a Cloud Platform Change, Licensor will have the right to take action with respect to the Features commensurate with the Cloud Platform Change. If the Cloud Platform Change results in a material change to the Features, Licensor will notify Buyer in accordance with the STANDARD CONTRACT.

7. **Third-Party Licensors.** Buyer acknowledges and agrees that: (a) certain elements of the Features (including Cloud Platforms) are owned by Licensor's third-party licensors (including Cloud Providers); (b) the acknowledgments, obligations, restrictions, and undertakings given or accepted by Buyer in this Schedule are for the benefit of Licensor and its third-party licensors, with such licensors being third-party beneficiaries with the right to enforce this Schedule directly against Buyer or through Licensor; and (c) Buyer is prohibited from bringing any claims related to Licensor's Products or Services against Licensor's third-party licensors.

SCHEDULE 3

PRODUCT SPECIFIC LICENSING TERMS

ARTIFICIAL INTELLIGENCE TERMS OF USE

1. ARTIFICIAL INTELLIGENCE

Buyer acknowledges that the SaaS Service may include Pluralsight generative artificial intelligence products or services ("Pluralsight AI"). Buyer further acknowledges that aspects of the SaaS Service (or features within them) may be powered by, or otherwise utilize, Licensor's proprietary or third-party generative artificial intelligence modes ("**Generative AI**") and may include the generation of output ("**Output**") based on data, information, or other content Buyer 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 SaaS Service do not provide professional advice, and any Output is provided for informational purposes only and is not a substitute for advice from a qualified professional. Buyer 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.

2. LICENSE & OWNERSHIP

Buyer hereby grants to Licensor a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use all Inputs and Outputs to provide the SaaS 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. Buyer 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. Buyer 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 the Agreement.

3. USE RESTRICTIONS

While interacting with the Pluralsight AI, in addition to the prohibited conduct set forth in the Agreement, Buyer 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; (iv) upload, post, transmit, or otherwise make available to the Pluralsight AI as Input any content that Buyer: (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 (v) collect, process, or store any Sensitive Personal Data (defined below) using the Pluralsight AI, nor make such data available to Licensor 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.

4. DISCLAIMERS:

THE FOLLOWING DISCLAIMERS ARE IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE AGREEMENT.

4.1 PLURALSIGHT AI USES EXPERIMENTAL TECHNOLOGY AND MAY SOMETIMES PROVIDE INACCURATE OR OFFENSIVE CONTENT THAT DOESN'T REPRESENT LICENSOR'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.

4.2 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.

4.3 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.

5. LIMITATION OF LIABILITY.
LICENSOR WILL HAVE NO LIABILITY FOR ANY INFRINGEMENT CLAIM OF ANY KIND TO THE EXTENT ARISING OUT OF OR RESULTING FROM OUTPUT.

6. TERM
Buyer's access to the Pluralsight AI and related features is granted at Licensor's sole discretion. Licensor may cancel these AI Terms as they apply to Buyer's access to and use of the Pluralsight AI at any time, without prior notice and without liability to Buyer. These AI Terms will remain in effect from the Effective Date until termination by Licensor. Licensor may propose modifications to these AI Terms as it deems necessary. If Buyer desires to continue using the Pluralsight AI, Buyer may be required to enter into an amendment to reflect such modifications.

SCHEDULE 4

EU DORA FINANCIAL ENTITY ADDENDUM

1. **Definitions**

   Capitalized terms in this Addendum have the same meaning given to those terms in Section 13 of the Standard Contract, except as otherwise defined below.

   a. **"Competent Authority"** means a competent authority of Buyer for the purposes of DORA.
   b. **"ICT Incident"** means an event resulting in the unauthorized access, use, disclosure or corruption of Buyer Data or personal data and which impacts Buyer's use of the Platform, Products or Services.
   c. **"ICT Services"** has the meaning given to it in DORA.
   d. **"ICT Third-Party Risk"** has the meaning given to it in DORA.
   e. **"Resolution Authority"** means a resolution authority of Buyer for the purposes of DORA.

2. **Termination rights**

   a. Buyer may terminate this Agreement or any Subscription to the extent the Agreement or the relevant Sales Order relates to the provision of ICT Services by providing sixty (60) days' written notice to Licensor:

      i. if Licensor has committed a significant breach of laws or regulations applicable to Licensor's provision of the Platform, Product or Services to Buyer.
      ii. if Buyer has identified circumstances throughout the monitoring of ICT Third-Party Risk that are deemed capable of altering the performance of the functions provided to Buyer through this Agreement or any affected Sales Order, including any material changes that affect this Agreement, an affected Sales Order or which would adversely affect the operation of Licensor;
      iii. if Licensor has failed to comply with its obligations under clauses 7 (Data Protection) and 10 (Confidentiality) of the Master Services Agreement; and
      iv. where a Competent Authority has determined that it can no longer effectively supervise Buyer as a result of the conditions of, or circumstances related to, this Agreement or any affected Sales Order,

      provided that, in each case, Licensor has failed to remedy any such failure, breach or circumstance within sixty (60) days of receiving the relevant notice.

   b. In the event Buyer terminates this Agreement or any Sales Order in accordance with section 2(a) of this Addendum, all unpaid fees are due and payable by Buyer immediately.

3. **Location of Services and Buyer Data**

The Services will be provided from, and Buyer Data will be stored and processed from, the locations identified in the Data Protection Addendum ("Approved Jurisdictions"). Licensor will use reasonable commercial endeavors to notify Buyer prior to or as soon as reasonably possible after transferring and processing   Buyer Data outside of the Approved Jurisdictions.

4. **Accessibility and return of Buyer Data**

   If:

   a. Licensor becomes insolvent, is resolved or discontinues its operations or Products and Services in accordance with clause 2.3 of the Master Services Agreement; or

   b. this Agreement or a Sales Order relating to the provision of ICT Services is terminated Buyer may request that Buyer Data is made accessible, recoverable and is returned to Buyer in format accessible by Buyer within a reasonable timeframe of such request being made. Nothing in this section 4 affects Licensor's right to retain Aggregated Statistical Information in accordance with this Agreement or any Sales Order.

5. **Regulatory Assistance and Cooperation**

   Licensor will:

   a. fully cooperate with Competent Authorities or Resolution Authorities (and their respective appointees) upon receipt of a request made to Licensor by the relevant authority or its appointees (as applicable) to provide such cooperation; and

   b. provide reasonable assistance to Buyer in respect of an ICT Incident (at no additional cost to Buyer or at such other cost agreed by the parties prior to Licensor providing assistance) to the extent the incident affects or potentially affects the Services or the availability of the Platform or Products provided to Buyer.

6. **Security training.**
   At Buyer's request and cost, Licensor will participate in Buyer's ICT security awareness programs and digital operational resilience training no more than once per calendar year.

7. **Data Security.**
   Licensor will use reasonable commercial efforts to implement appropriate technical and organizational measures designed to: (i) ensure the security, availability, authenticity and integrity of Buyer Data (including personal data; (ii) protect against threats or hazards to the security or integrity of personal data; and (iii) prevent unauthorized access to   personal   data   (the   "Security   Measures").   The   Security   Measures   are   available   at https://www.pluralsight.com/solutions/trust-at-pluralsight. The Security Measures may be updated by Licensor from time to time, provided that the controls set forth therein will not materially diminish during the Term. The Data Protection Addendum will govern Licensor's processing of personal data shared with Licensor by Buyer. Users' personal data is defined in and shall be governed by the Data Protection Addendum.

8. **Service Level**
   The Parties may agree in writing an update or revision to the existing Service Level, if any, or any additional service levels for an individual Subscription from time to time.

APPENDIX 1 – INTERNATIONAL DATA TRANSFERS

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

1. Name:

    Address: ...

    Contact person's name, position and contact details: ...

    Activities relevant to the data transferred under these Clauses

    Signature and date: ...

    Role (controller/processor): ...Controller

  ...

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*]

1. Name: ...Pluralsight, LLC

    Address: ...42 Future Way, Draper, UT 84020

    Contact person's name, position and contact details: ...

    Activities relevant to the data transferred under these Clauses: ...For the provision of SaaS Products.

    Signature and date: ... *JL McMahan* Deputy General Counsel; February 26, 2025

    Role (controller/processor): ...Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

... Data subjects: Data subjects include the Customer's representatives and end-users including employees, contractors, and collaborators. Pluralsight acknowledges that, depending on Customer's use of the Products, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- *Employees, contractors and temporary workers (current, former, prospective) of data exporter; and*

- *Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former).*

Categories of personal data transferred

... Categories of data: The personal data that is uploaded to the Platform and included in email, documents and other data in an electronic form in the context of the Products. Pluralsight acknowledges that, depending on Customer's use of the Products, Customer may elect to include personal data from any of the following categories in the personal data:

- *Basic personal data (for example street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, screen name/handle, email address);*

- *Authentication data (for example user name/handle, password, security question, audit trail);*

- *Contact information (for example physical addresses, email, phone numbers, social media identifiers);*

- *Unique identification numbers such as IP addresses, employee number, student number, unique identifier in tracking cookies or similar technology);*

- *Pseudonymous identifiers;*

- *Financial information (for example bank account name and number, credit card name and number, and invoice number;*

- *Commercial Information (for example history of purchases, special offers, subscription information, payment history);*

- *Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);*

- *Photos, video and audio;*

- *Internet activity (for example browsing and search history while on the Platform);*

- *Device identification (for example IMEI-number, SIM card number, MAC address);*

- *Profiling (for example based on pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);*

- *Employment data derived from a data subject's association with a commercial customer (for example job and position data);*

- *Education data (for example degree and certification history);*

- *Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority; or*

- *Any other personal data identified in Article 4 of the GDPR.*

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

... Not applicable

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

... On a continuous basis as necessary for the data importer to meet its obligations in conjunction with the provision of the SaaS services for the term of the agreements with the data exporter.

Nature of the processing

...The nature and purpose of the processing shall include the collection, organisation, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of the personal data as necessary to provide the products or services pursuant to the agreements with data exporter.

Purpose(s) of the data transfer and further processing

*...***Personal data will be processed in conjunction with data exporter's Agreements to allow the data importer to fulfill its obligations thereunder.**

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

…Personal data will be retained for so long as the user(s) continue to maintain and use their accounts. Dormant accounts are checked intermittently and where contact cannot be made with the user to confirm their intent to maintain the account, the account is canceled. Upon such cancelation all date associated with that account will no longer be identifiable to a natural person.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

...Sub-processors are retained in support of the SaaS products/services provided to data exporters and are contractually bound as to subject matter, nature and duration of the processing similarly in kind as the data importer taking into account the sub-processors specific role.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority for the processing of Personal Data relating to data subjects located in the EEA is the following:

If the data exporter is established in an EU Member State: *the supervisory authority with responsibility for ensuring compliance by the data exporter with GDPR as regards the data transfer will act as competent supervisory authority.*

If the data exporter is not established in an EU Member State, but falls within the territorial scope of application of GDPR (i.e., Article 3(2) GDPR) and has appointed a representative in the EU (i.e., Article 27(1) GDPR): *the supervisory authority of the Member State in which the representative is established will act as competent supervisory authority.*

If the data exporter is not established in an EU Member State, but falls within the territorial scope of application of GDPR without however having to appoint a representative in the EU: *the supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under the Standard Contractual Clauses in relation to the offering of goods or services to them, or whose behavior is monitored, are located, will act as competent supervisory authority.*

The competent supervisory authority for the processing of Personal Data relating to data subjects located in Switzerland is the Swiss Federal Data Protection and Information Commissioner.

The competent supervisory authority for the processing of Personal Data relating to data subjects located in the UK is the UK Information Commissioner.

ANNEX II.A

(Platform - https://www.pluralsight.com)

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Licensor 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 (the "Security Measures"). The Security Measures are available at: https://www.pluralsight.com/solutions/trust-at-pluralsight