

## **MASTER SUBSCRIPTION AGREEMENT**

THIS MASTER SUBSCRIPTION AGREEMENT (“*MSA*”) is entered into by and between Pluralsight, LLC, a Nevada limited liability company, whose principal address is 182 N. Union Avenue, Farmington, Utah 84025 (“*Pluralsight*”), and the Ordering Activity under GSA Schedule contracts (“*Customer*” or “*Ordering Activity*”). Pluralsight and Customer are referred to in this Agreement, individually as a “*Party*”, and collectively, the “*Parties*”. This MSA, together with any exhibits attached hereto and all applicable Sales Orders (as defined below), are referred to collectively herein as this “*Agreement*”.

Pluralsight provides an online technology learning platform on its website <http://www.pluralsight.com> and any applicable subdomains thereof, and through any applications, mobile applications, functionalities, content, materials, Interactive Features (as defined below), or other online services provided by Pluralsight (collectively, the “*Site*”). Customer desires to acquire business subscriptions for a number of its employees or its Affiliates’ employees (collectively, the “*Business Users*”) to access the Site, and Pluralsight agrees to grant such subscriptions subject to the terms and conditions set forth in this Agreement.

### **TERMS AND CONDITIONS**

#### **1. GRANT OF LICENSE**

- (a) **License Grant**. Subject to the terms and conditions set forth in this Agreement, Pluralsight grants Customer a worldwide, non-exclusive, non-transferable license (the “*License*”) to use the Site. The License is for use by a specific number of Customer’s Business Users to whom Customer has assigned a valid business subscription (the “*Business Subscriptions*”) to access the Site by way of the License. The License and each Business Subscriptions are to be used solely for internal purposes of Customer, for which the applicable Business License Fees have been paid. The number of Business Subscriptions granted hereunder will be set forth in a separate sales order or purchase order form (each, a “*Sales Order*”) to be signed by Customer. Customer acknowledges and agrees that any breach of the terms and conditions of this Agreement by any of its Business Users will be deemed a breach by Customer.
- (b) **Additional Business Subscriptions**. Customer may add additional Business Subscriptions during the Term; provided that any and all such additions will be coterminous with the subscription end date of the then-applicable Term. The additional Business Subscription will be granted by Pluralsight conditioned on payment of the applicable Business License Fee(s), and prorated for the number of days remaining in such Term, unless otherwise set forth on the applicable Sales Order.
  - (i) *Via Sales Order*. The Parties agree that Pluralsight may deliver to Customer a Sales Order setting forth the number of additional Business Subscriptions, the fees to be paid, and the start and end date of the additional subscriptions, with such Sales Order constituting an offer from Pluralsight subject to the terms and conditions of this Agreement. Notwithstanding the form of Sales Order, Customer may accept the Sales Order by either: (1) signing the Sales Order; (2) delivering a purchase order to Pluralsight; (3) giving Pluralsight written instructions to proceed, provide the subscriptions, or invoice Customer; or (4) paying the applicable Pluralsight-provided invoice.

- (ii) *Via Site*. Customer's Plan Manager may also purchase additional Business Subscriptions via the Site's plan administration functionalities by selecting the additional Business Subscriptions needed.
  - (iii) Notwithstanding the foregoing or anything else to the contrary, Customer expressly agrees that any purchase order standard terms and conditions found in or referenced on any Customer's purchase order *do not apply* to any Business Subscriptions ordered by Customer or this Agreement, and that all Business Subscriptions purchased by Customer will be governed *exclusively* by this Agreement.
- (c) Designation of Business Subscriptions; Transfer. Customer will designate one or more Customer employees to act as plan manager(s) ("**Plan Manager**") with regard to Customer's plan(s). Customer's Plan Managers will have the ability via the Site to assign and authorize Business Subscriptions to Customer's Business Users, after which each Business User will be provisioned log-in credentials to receive access to use the Site. Alternatively, if Customer desires that Pluralsight assign and authorize Business Subscriptions, Customer may provide to Pluralsight the first name, last name, and email address of the individuals that will be Business Users entitled to access the Site pursuant to this Agreement. Under either scenario, Customer acknowledges and agrees that the Business Subscriptions granted under this Agreement are specific to the individual Business Users identified by Customer. Except as specifically set forth below, the Business Subscriptions granted under this Agreement are not transferable to any other individual for any reason during the Term of this Agreement. Customer agrees to take all commercially reasonable steps to prevent Business Users from granting access to the Site to any individuals that are not authorized Business Users holding a Business Subscription. Notwithstanding, Customer may transfer Business Subscriptions within its organization to account for Business Users who cease to be employed for any reason by Customer or any Affiliate or otherwise change roles within Customer or any Affiliate during the term of this Agreement, but such transfers may not exceed more than ten percent (10%) during any twelve-month period.
- (d) Reserved.
- (e) Pluralsight and Customer Marks. Either Party may use the logo and name of the other Party for the purpose of identifying Customer as a customer of Pluralsight or identifying Pluralsight as a provider of services to Customer, to the extent that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.
- (f) Scope. The scope and features of Customer's and its Business Users' access to the Site is determined by the subscription plan and account type Customer purchases ("**Plan**"), as set forth on the applicable Sales Order—to review the scope and features associated with Pluralsight's Plans, please visit <http://www.pluralsight.com/plans>.

## 2. PROPRIETARY MATERIALS

- (a) Use of Materials. The Site contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight (collectively, "**Proprietary Materials**"), including, but not limited to, source code, video, text, software, photos, graphics, image, music, and sound. Customer agrees, for itself and for each Business User, not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Materials.

Proprietary Materials may only be accessed through the Site, and not from any other site or means. The License granted by this Agreement is a right of access through the Site only, and does not grant Customer or its Business Users any right to download or store any Proprietary Materials in any medium, other than that downloadable content that is provided for certain training courses, including exercise files, course slides, and sample code (“***Authorized Downloadable Materials***”). Authorized Downloadable Materials are held by Customer or its Business Users pursuant to a limited right only, and are subject to all restrictions described in this Agreement, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.

- (b) Reservation of Rights. Pluralsight reserves all intellectual property rights to the Proprietary Materials, other than as specifically granted under the License contained in this Agreement. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Materials in any form or by any means, for any purpose, is permitted without the express written permission of Pluralsight.
- (c) Marks. “Pluralsight”, “Code School”, and other Pluralsight marks and logos are service marks and trademarks of Pluralsight or its Affiliates. Other trademarks, service marks, and logos which may be used in the Site are the trademarks, service marks, or logos of their respective owners.

### 3. PROHIBITED CONDUCT

- (a) Prohibited Conduct. Customer will use the Site in compliance with applicable law and acknowledges and agrees that neither it nor its Business Users may:
  - (i) reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, capture, download, save, upload, print, or otherwise retain information and content available on the Site other than with regard to Authorized Downloadable Materials, subject to the limited permissions set forth in this Agreement;
  - (ii) permit or provide others access to the Site’s library using a Business User username and password or otherwise, or the username and password of another authorized user;
  - (iii) remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Proprietary Materials or any other content available on the Site;
  - (iv) violate or attempt to violate the Site’s security mechanisms, or otherwise breach the security of the Site or corrupt the Site in any way;
  - (v) attempt to gain unauthorized access to the Site or assist others to do so;
  - (vi) co-brand or frame the Site or establish a link in such a way as to suggest any form or association, approval, or endorsement on our part, without the prior express written permission of an authorized representative of Pluralsight;
  - (vii) post to the Interactive Features or any other portion of the Site any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory, or libelous content;

- (viii) use or attempt to use the Site to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; or
  - (ix) manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Site, other than permitted use of Authorized Downloadable Materials or temporary storage of video materials for offline viewing as permitted by the Site's intended features.
- (b) Restricted Use of Site. Pluralsight may temporarily revoke or deny access to any Business User (i) engaging in any prohibited conduct described in this Agreement, or (ii) attempting to access the Site from within a country subject to embargo or other trade restriction by any government regulatory agency having jurisdiction, including without limitation the Office of Foreign Assets Control of the U.S. Department of Treasury; however, Pluralsight will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat following such temporary suspension. Notwithstanding any other provision of this Agreement, Pluralsight may take any of the foregoing actions in its sole discretion without any liability to Customer.

#### 4. PAYMENT

- (a) Fees. Pluralsight's grant of the License is expressly conditioned on timely payment of the then-applicable license fee in accordance with the GSA Pricelist for all Business Subscriptions on or added to Customer's Plan (the "***Business License Fee***"). The Business License Fee is billed as of the effective subscription start date or renewal thereof, as applicable. Customer agrees to pay the Business License Fee within thirty (30) days of the receipt date of any invoice issued by Pluralsight. .
- (b) Taxes. Pluralsight shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

#### 5. TERM AND TERMINATION

- (a) Term of this Agreement. This Agreement will be effective as of the Effective Date and will continue until terminated by either Party pursuant to the FAR and Contract Disputes Act. Notwithstanding the foregoing, with respect to any Sales Order in effect as of the date of such termination, the terms and conditions of this Agreement will continue in effect and will govern such Sales Order until its expiration or earlier termination for cause.
- (b) Term of Sales Order. The initial license term for the Business Subscriptions provided under the initial Sales Order will be set forth therein (the "***Initial Term***"). For purposes of this Agreement, "***Term***" means the Initial Term or any Renewal Term, as applicable.
- (c) Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Pluralsight shall proceed diligently with performance of this Agreement, pending final resolution

of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

## 6. REPRESENTATION, WARRANTIES, AND COVENANTS

- (a) Authority. Each Party represents, warrants and covenants that it has the full power and authority to enter into this Agreement and perform its obligations hereunder and that entering into this Agreement does not violate any applicable laws.
- (b) Uptime. Pluralsight represents and warrants that it will make commercially reasonable efforts to ensure that the Site is available 98% of the time during the Term of this Agreement.
- (c) Pluralsight Intellectual Property. Pluralsight represents, warrants and covenants that: (i) it has and will have all rights, titles, licenses, intellectual property, permissions, and approvals necessary in connection with its performance under this Agreement and to grant Customer the rights granted hereunder; and (ii) neither the Site (including the Proprietary Materials) nor the provision or utilization thereof as contemplated under this Agreement, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party.
- (d) LIMITED WARRANTIES. Pluralsight warrants that the SITE will, for a period of sixty (60) days from the date of Customer's subscription start date, perform substantially in accordance with SITE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS OTHERWISE INDICATED, THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CURRENCY, CORRECTNESS, OR VALIDITY OF ANY INFORMATION, SOFTWARE, MATERIAL OR CONTENT PROVIDED BY OR THROUGH THE SITE RESTS WITH THE USER.
- (e) Functionality. Pluralsight does not warrant that the content or functions of the Site will meet Customer's requirements or that the operation of the Site will be uninterrupted or error free. The Site (including without limitation its blogs and Interactive Features) may include content provided by third parties, including materials provided by other users, bloggers, or third-party licensors, syndicators, aggregators, and reporting services. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Pluralsight, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Pluralsight. Pluralsight is not responsible or liable to Customer, its Business Users, or any third party, for the content or accuracy of any materials provided by any third parties.
- (f) Third-party services, links, SSO, OAuth. If any portion of the Site contains services, links, resources, or materials provided by third parties, including without limitation URL links, discussion forum engines, single-sign on services (SSO), OAuth resources, or capabilities to share to social media websites, these are provided for convenience only. Pluralsight has no control over the contents, software, or privacy practices of these third-party services, links, resources, or materials, and accept no responsibility for them or for any loss or damage that may arise from Customer's or its Business Users' use of them; access and use to such services, links, resources, or materials is entirely at Customer's or its Business Users' own risk.

## 7. INDEMNIFICATION

- (a) By Pluralsight. Pluralsight will indemnify, defend, and hold harmless Customer, its directors, officers, employees, agents, and Affiliates (each, a “*Customer Indemnitee*”) from and against any and all third-party liabilities, claims, damages and losses, including all reasonable attorneys’ fees, costs, and expenses (collectively, “*Claims*”), arising out of or connected with any Claims that the Site or the Proprietary Materials infringe, misappropriate, or violate any third party’s intellectual property rights (“*Infringement Claim*”), except for any such infringement, misappropriation, or violation that arises out of any act or omission by Customer, Customer’s Business User, or any employee, agent, or Affiliate of Customer in violation of the terms and conditions of this Agreement or any Sales Order, including without limitation, those prohibitions set forth in Sections 2(a) and 3(a). In the event of any such Infringement Claim, Pluralsight may, at its option: (i) obtain the right to permit Customer to continue using the Site, (ii) modify or replace the relevant portion(s) of the Site with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (iii) terminate this Agreement as to the infringing portion of the Site and refund to Customer any prepaid, unused Fees for such infringing portion of the Site hereunder. Notwithstanding the foregoing, Pluralsight will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Site made by a party other than Pluralsight, (2) the combination of the Site with other products, processes or technologies (where the infringement would have been avoided but for such combination), or (3) Customer’s use of the Site other than in accordance with the Specifications and this Agreement. The indemnification obligations set forth in this Section 7(a) are Pluralsight’s sole and exclusive obligations, and Customer’s sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind. Nothing contained herein this Section 7 shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.
- (b) Reserved. .
- (c) Indemnification Procedure. A party (the Customer Indemnitee, “*Indemnitee*”) that believes it is entitled to be indemnified pursuant to this Agreement will (i) promptly notify the applicable Party (the “*Indemnitor*”) in writing of any Claims for which such Party owes an indemnification obligation hereunder, and (ii) cooperate with the Indemnitor at the Indemnitor’s sole cost and expense. The Indemnitor will immediately take control of the defense and investigation of such Claim and will employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 7(c) will not relieve the Indemnitor of its obligations under this Section 7 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. In no event will Indemnitor settle any Claim without the consent of the Indemnitee, which Indemnitee will not unreasonably withhold, condition, or delay, unless such settlement includes an unconditional release of Indemnitee from all liability and does not contain any admission of liability on behalf of Indemnitee.

## 8. LIMITATIONS ON LIABILITY AND REMEDIES

- (a) EXCLUSION BASED ON USE OF SITE. Except as otherwise stated herein, Pluralsight is not liable for any loss or injury of Customer or its Business Users arising out of or caused, in whole or in part, by (i) Customer’s or its Business Users’ use or application of the knowledge gained

from Site, (ii) any interruption in or inability to access to the Site that is not caused by Pluralsight or by any third-party service providers engaged by Pluralsight in maintaining the Site, (iii) any computer virus not originating from the Site, or (iv) any unauthorized use of the Site by Customer or by any of its Business Users as described in this Agreement. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

- (b) No Consequential or Indirect damages. In no event will either Party be liable for any indirect, special, incidental, punitive, or consequential damages, arising out of or related to this Agreement, even if a Party has been advised of the possibility of such damages.
- (c) Limitation of Liability. Except for instances arising from (i) a Party's indemnification (Section 7) or confidentiality (Section 9) obligations under this Agreement, or (ii) a Party's gross negligence or willful misconduct, in no event will the aggregate liability of either Party arising out of or relating to this Agreement exceed two (2) times the amount of the Contract Price Customer paid during the Term.

## 9. CONFIDENTIALITY

- (a) Non-Disclosure. Each Party undertakes that it will not at any time during this Agreement, and for a period of three (3) years after termination of this Agreement, disclose to any person any Confidential Information (as defined below) of the other Party, except as permitted by this Section 9.
- (b) Permitted Disclosure. Each Party may disclose the other Party's Confidential Information:
  - (i) to its employees, officers, representatives, or advisers who need to know that information for the purposes of carrying out the Party's obligations under this Agreement on a need to know basis. Each Party will ensure that each of its employees, officers, representatives, or advisers to whom it discloses the other Party's Confidential Information complies with this Section; and
  - (ii) as may be required by law, a court of competent jurisdiction, any governmental or regulatory authority or stock exchange, provided that the disclosing Party notifies the other Party in advance of the disclosure if permitted.
- (c) Use of Confidential Information. Each Party agrees to use the other Party's Confidential Information only for purpose of performing its obligations under this Agreement.
- (d) Definition. "**Confidential Information**" means all information which is disclosed to or obtained by one Party (whether directly or indirectly) from the other (whether before or after the signing of this Agreement), including the Proprietary Materials and all information relating to that other's business, operations, systems, processes, products, trade secrets, know-how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the above) whether or not such information is marked as being confidential, but excluding information which: (i) is available to the public other than because of any breach of this Agreement; (ii) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; (iii) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or (iv) is developed independently of and without

reference to any Confidential Information provided. Pluralsight recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

## 10. ADDITIONAL TERMS

- (a) Interactive Features. The Site from time to time may provide Customer and its Business Users with the ability to upload, post, submit, publish, or transmit to other Business Users, users, or persons (hereinafter, “*post*”) via online forums, chat capabilities, user discussion groups, blogs, online profiles, or other online forums (“*Interactive Features*”). Some, if not most, of the content found on such Interactive Features is provided by third-party users, and not Pluralsight (such content, “*User Content*”). Each third-party user (including Business Users, as applicable) is solely responsible for the User Content and for complying with applicable laws relating thereto. Pluralsight reserves the right to temporarily take any action with respect to any User Content it deems necessary or appropriate in its sole reasonable discretion, violates this Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create risk or liability for Pluralsight;
- (b) Mentoring Terms. If Customer or its Business Users visit, view, use, or access the ‘Mentoring’ functionalities or features found on the Site (“*Mentoring*”), such use and access of those functionalities or features is governed by this Agreement.
- (c) Professional Services. Customer and Pluralsight may enter into a Sales Order that describe specific Professional Services to be performed by Pluralsight. Pluralsight will provide any Professional Services in accordance with the Pluralsight Professional Services Terms listed on such Sales Order. If applicable, while on Customer premises for Professional Services, Pluralsight will comply with reasonable Customer rules and regulations regarding safety, security, and conduct made known to Pluralsight, and will at Customer’s request promptly remove from the project any Pluralsight personnel not following such rules and regulations.

## 11. MODIFICATION OF SERVICE; SERVICE INTERRUPTION

If any content published on the Site relates to technology that has since become obsolete (as determined by Pluralsight in its sole discretion) or is discovered to have incomplete or inaccurate information, Pluralsight may at any time, without liability, eliminate such content from the Site. If during the Term of this Agreement Pluralsight publishes new content that augments or supersedes existing content, Pluralsight may eliminate the previously existing content, in its sole discretion and without liability. Customer’s exclusive right with respect to any dissatisfaction with any non-material reduction of content as previously described is to cease use of the Site. If Pluralsight makes a material reduction of content, whether in terms of number of courses or subject matter of key courses, Customer may notify Pluralsight of its dissatisfaction; if Pluralsight does not redress the reduction of content to Customer’s satisfaction within a reasonable period of time, Customer may terminate this Agreement and receive a pro-rata refund of any prepaid fees, retroactive to the date of reduction. Customer’s access to the Site may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of the Site, including system failure or other events beyond the reasonable control of Pluralsight or its Affiliates.

## 12. GENERAL

- (a) Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between the parties and



supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to the subject matter herein.

- (b) Governing Law. This Agreement is governed by and will be construed in accordance with the Federal laws of United States. Should any dispute arise with regard to this Agreement, the Parties agree to first work in good faith to resolve such dispute.
- (c) Notice. All notices required by this Agreement will be in writing and sent in any commercially reasonable manner, including certified mail, return receipt requested, facsimile, or any other customary means of communication to the other Party at the applicable mailing address set forth below as may be updated by the Parties from time to time. Any notice given otherwise than in accordance with this Section will be deemed ineffective.

To Customer:

To Pluralsight:

Address listed on Sales Order/Purchase Order

Pluralsight, LLC  
182 North Union Avenue  
Farmington, Utah 84025  
Attn: Legal Counsel  
Email: [contract-notices@pluralsight.com](mailto:contract-notices@pluralsight.com)

- (d) Non-Waiver. Failure by either Party to enforce any provision(s) of this Agreement will not be construed as a waiver of any provision or right.
- (e) Severability. If any provision of this Agreement or a Sales Order is found to be illegal, void, or unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions of this Agreement.
- (f) No Agency. Nothing in this Agreement will be construed as making either Party the partner, joint venture, agent, legal representative, employer, contractor, or employee of the other. Neither Pluralsight nor any other Party to this Agreement has, or may hold itself out to any third party as having, any authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other, except as provided for in this Agreement or authorized in writing by the Party to be bound.
- (g) Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, in its sole discretion. Any attempted transfer or assignment of this Agreement without the prior written consent of the other Party will be null and void ab initio. This Agreement will be binding upon and will inure to the benefit of the permitted successors and assigns of each Party to this Agreement.
- (h) Miscellaneous. This Agreement and any Sales Order may be executed in any number of counterparts, all of which will constitute a single agreement. Facsimile or electronic signatures will have the same force and effect as original signatures. Any modification of or amendment to any provision contained in this Agreement or any Sales Order will be effective only if the modification or amendment is in writing and signed by both Pluralsight and Customer. In the event of any inconsistency between this Agreement and a Sales Order, the terms and conditions of the Sales Order with respect to such conflicting provision will control over this Agreement .

THIS MSA is entered into as of the Effective Date set forth above.