



AMENDMENT TO MASTER SUBSCRIPTION AGREEMENT

This Amendment to the Master Subscription Agreement (“**Amendment**”) is made and entered into as of the last date of signature below (the “**Amendment Effective Date**”) by and between The Texas A&M University System with an office located at 301 Tarrow, College Station, Texas 77840 (“**A&M System or Customer**”) and Pluralsight, LLC with a place of business at 42 Future Way, Draper, UT 84020 (“**Pluralsight**”).

WHEREAS, Customer and Pluralsight have entered into a Master Subscription Agreement with an effective date of May 8, 2020 (the “**Agreement**”), and

WHEREAS, Customer and Pluralsight now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises, terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows.

1. The exhibit attached hereto as Exhibit A: Pluralsight Cloud is hereby added and incorporated into the Agreement as Schedule 1.
2. The appendix attached hereto as Appendix A: Insurance Requirements, is hereby added and incorporated into the Agreement.
3. The first sentence of Section 5.1 of the Agreement is amended as follows:
“This Agreement will be effective as of the Effective Date and will continue until May 7, 2026, unless terminated earlier by either Party by giving at least thirty (30) days prior written notice.”
4. The first sentence of Section 8.3 of the Agreement is replaced with the following:

“**Indemnification Procedure.** The Customer Indemnitee (the “**Indemnitee**”) that believes it is entitled to be indemnified pursuant to this Agreement will, subject to the consent of the Attorney General of Texas, (i) promptly notify 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.

5. The last sentence of Section 12.2 of the Agreement is deleted entirely and replace with the following:
“**Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and Pluralsight to attempt to resolve any claim for breach of contract made by Pluralsight that cannot be resolved in the ordinary course of business. Pluralsight shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of Customer, who shall examine Pluralsight’s claim and any counterclaim and negotiate with Pluralsight in an effort to resolve the claim. This provision and nothing in this Agreement waives Customer’s sovereign immunity to suit or liability, and Customer has not waived its right to seek redress in the courts.”
6. Section 12 of the Agreement is amended to add the following:

12.28 Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this



Agreement, Pluralsight verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

12.29 Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, Pluralsight verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Pluralsight acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.

12.30 Prompt Pay. Customer's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

12.31 Venue. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Customer is to be in the county in which the principal office of Customer's governing officer is located.

12.32 Electronic and Information Resources. Pluralsight represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If Pluralsight becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, Pluralsight shall, at no cost to Customer, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Pluralsight knowingly fails or is knowingly unable to do so, Customer may immediately terminate this Agreement, and Pluralsight will refund to Customer fees paid for any unused portion of the term within thirty (30) days following the effective date of termination.

12.33 Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, Pluralsight shall implement and maintain appropriate administrative, technical, and physical security measures (the "Security Controls") to safeguard and preserve the confidentiality, integrity, and availability of Customer's data. Pluralsight shall periodically provide Customer with evidence of its compliance with the Security Controls within thirty (30) days of Customer's request.

13.34 Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

12.35 Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

12.36 Representations & Warranties. If Pluralsight is a business entity, Pluralsight warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received



all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Pluralsight has been duly authorized to act for and bind Pluralsight.

12.37 Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

12.38 Data Privacy and Security

- a. A&M System shall retain all right, title, and interest in and to all information, data or other content that the A&M System, its employees, contractors, students, or any other third party on behalf of A&M System enter, submit or upload to Services or otherwise provide access to Pluralsight under this Agreement (collectively, the "A&M System Data"). A&M System Data may include information relating to employees and students, including, but not limited to personally identifiable information, social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.
- b. Pluralsight shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. Pluralsight shall only use or disclose A&M System Data for the purpose of fulfilling Pluralsight's obligations under this Agreement, as required by law, or as otherwise authorized in writing by A&M System. Pluralsight shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of Pluralsight that have a need to access the A&M System Data in order for Pluralsight to perform its obligations under this Agreement. Pluralsight shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Pluralsight in this Agreement and Pluralsight agrees that it shall be responsible for its subcontractors' and agents' compliance with such obligations.
- c. Pluralsight must, without undue delay, notify A&M System of any legal request for A&M System Data from a third party and take (and assist A&M System in taking) appropriate steps not to disclose such A&M System Data. Pluralsight shall, within forty eight (48) hours of discovery, report to A&M System any use or disclosure of A&M System Data not authorized by this Agreement or in writing by A&M System.
- d. Within thirty (30) days of the expiration or termination of this Agreement, Pluralsight, as directed by A&M System, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to A&M System or, at A&M System's option, delete all such A&M System Data, if return is not feasible. Pluralsight shall provide A&M System with at least ten (10) days' written notice of Pluralsight's intent to delete such A&M System Data, and shall confirm such deletion in writing.

13.39 Insurance. Pluralsight shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

Except as amended hereby, the Agreement between the parties shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, Customer and Pluralsight have caused duly authorized representatives of their respective companies to execute this Amendment as of the Amendment Effective Date.



CUSTOMER:

The Texas A&M University System

Signature: ^{DocuSigned by:} Jeff Zimmermann
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Name: Jeff Zimmermann

Title: Executive Director, Procurement Services

Date: 12/19/2023

PLURALSIGHT:

Pluralsight, LLC

Signature: ^{DocuSigned by:} Jennifer McMahan
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Name: Jennifer McMahan

Title: Associate General Counsel, Contracts

Date: 12/20/2023





APPENDIX A—INSURANCE REQUIREMENTS

A. Pluralsight shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Customer. By requiring such minimum insurance, Customer shall not be deemed or construed to have assessed the risk that may be applicable to Pluralsight under this Agreement. Pluralsight shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Pluralsight is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Customer at least ten days before the effective date of the cancellation.

1. Worker’s Compensation

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for Customer. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

If this coverage is waived by System Risk Management, Pluralsight, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

2. Automobile Liability

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

3. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000



Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures Pluralsight's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. **Umbrella Liability Insurance** \$5,000,000

5. **Professional Liability (Errors & Omissions)**

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of [Vendor] and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, [Vendor] agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

- B. Pluralsight shall deliver to Customer evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Pluralsight under this Agreement. Pluralsight shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Customer as additional insureds up to the actual liability limits of the policies maintained by Pluralsight. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and Customer.



- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Customer ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by Customer prior to the performance of any services by Pluralsight under this Agreement. Pluralsight shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: SOProurement@tamus.edu
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Customer in writing.

EXHIBIT A
PLURALSIGHT CLOUD

1. **“Pluralsight Cloud”** plans include access to Pluralsight’s cloud skills development platform, with the features and options of the Plan purchased as described in the applicable Sales Order(s), currently hosted



at <https://www.acloudguru.com> (the “**Cloud Site**”) or any successor website or any app through which Pluralsight makes Pluralsight Cloud or the Features accessible for use.

2. “**Features**” means the interactive cloud playground and hands-on lab features of Pluralsight Cloud, which may be included as part of the overall Plan purchased by Customer.
3. **External Site Disclaimer.** The Cloud Site and certain features of Pluralsight Cloud may provide links to external internet sites. Pluralsight will not be liable for the use, content, operation, Personal Data or other data or information processing of internet sites that link to the Cloud Site or which are linked-to from it. Pluralsight does not represent that it endorses any external sites or the content thereon or that it believes the operation of any external site will be accurate, useful, or non-harmful. Pluralsight’s Data Protection Addendum and Privacy Policy do not apply to any collection and processing of the Customer’s Personal Data on or through such external sites. The Customer is responsible for taking precautions to protect themselves and their computer systems in connection with the use of external sites.
4. **Cloud Platforms.** The Features allow Users to access certain third-party cloud platform services including, 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 Pluralsight for the provision of the Cloud Platforms to end-users, including, as applicable, Customer and its Users. Pluralsight has incorporated relevant terms and restrictions on end-user usage of the Cloud Platforms into this Agreement. CUSTOMER AGREES THAT: (A) PLURALSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AND WILL NOT HAVE ANY LIABILITY TO CUSTOMER, WITH RESPECT TO ANY CLOUD PLATFORM; AND (B) THE CLOUD PLATFORMS HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
5. **Access and Use of Features**
 - a. **Customer Responsibilities.** Customer acknowledges and agrees that: (a) Customer is solely responsible for ensuring Customer and its Users comply with this Schedule 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 Customer 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 Pluralsight nor its affiliates or licensors (including Cloud Providers) will have any responsibility for Customer’s or its Users’ Interactive Content or Interactive Sessions; and (c) Pluralsight will have the right, but not the obligation, to monitor the use of the Features (including Interactive Content and Interactive Sessions) by Customer and its Users for compliance with the Agreement and this Schedule, and any such monitoring will not relieve Customer of its obligations under the Agreement or this Schedule.
 - b. **Restrictions on Use.** To the extent Customer has not so agreed under the Agreement, Customer 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 Customer's use of the Features under the Agreement;
- vi. transfer or resell Customer's access to the Features or share access information to allow non-Users to access Customer'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 Pluralsight 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 Cloud Site;
- 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 Pluralsight, 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 Customer 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).

6. **User Content.** If Users submit any user-generated content, materials, or works to the Services or to interact with other users ("User Content") to a publicly-available (by other users of the Services) sections of the Cloud Site, then: (a) such User Content will be deemed non-confidential and non-proprietary; (b) Pluralsight will have the non-exclusive, royalty-free, sublicensable right to use, publish, reproduce, modify, perform, display, and distribute the User Content (in whole or in part), throughout the world and in any media now known or hereafter devised; and (c) Pluralsight reserves the right to, at its sole discretion, remove, block, refuse to post, or take other action with respect to User Content as Pluralsight deems appropriate, including where Pluralsight believes that User Content is in violation of this Agreement.
7. **Suspension.** Pluralsight reserves the right to, in Pluralsight'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 Pluralsight'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 Customer's and/or a violating User's access to the Features.
8. **Feature Changes.** The Features are currently provided as an add-on feature in connection with Customer's subscription to Pluralsight Cloud. A subscription to Pluralsight Cloud may allow Customer 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 Pluralsight may change, modify, suspend, or terminate all or part of the Features at any time. For example, and without limiting Pluralsight'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 Pluralsight's use of its Cloud Platform, in accordance with the underlying Cloud Provider terms and conditions (a "Cloud Platform Change"); and in the event of such a Cloud Platform Change, Pluralsight will have the right to take action with respect to the Features commensurate with the Cloud Platform Change.
9. **Miscellaneous.**
 - a. **Third-Party Licensors.** Customer acknowledges and agrees that: (a) certain elements of the Features (including Cloud Platforms) are owned by Pluralsight's third-party licensors (including Cloud Providers); (b) the acknowledgments, obligations, restrictions, and undertakings given or accepted by Customer in this Schedule are for the benefit of Pluralsight and its third-party licensors, with such licensors being third-party beneficiaries with the right to enforce this Schedule directly against Customer or through Pluralsight; and (c) Customer is prohibited from bringing any claims related to Pluralsight's Products or Services against Pluralsight's third-party licensors.