

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1555619

Vendor Name: Skillsoft Corporation

Invoice Number: 0000201746

Invoice Date: 07/30/18

PO Number: B0359441

Check Number: E0068845

Check Amount: \$ 15,630.29

Check Date: 08/21/2018

Department ID: 00393

Reviewer Name:

Voucher Number: V0523316

Redaction Type: Other

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below



Skillsoft Corporation
300 Innovative Way, Suite 201
Nashua, NH, 03062
United States
www.skillsoft.com

INVOICE

Invoice #: 0000201746
BU/Contract #: SSOFT/CON034955
Customer Number: EK117131
PO Number:
Invoice Date: 07/30/2018
Payment Terms: NET60
Due Date: 09/28/2018

AP VERIFIED

Bill To: College Of Dupage
Judy Coates
425 22Nd St.
Glen Ellyn IL 60137
United States

Remit to address Skillsoft Corporation
425 22Nd St.
P.O. Box 405527
Atlanta GA 30384-5527
United States

Ship To: College Of Dupage
Judy Coates
425 22Nd St.
Glen Ellyn IL 60137
United States

Wiring Information:

EFT/ACH Information:

Federal ID Number: 02-0496115

Description	Amount
Compliance Implementation Fee	
Gigabyte Hosting Custom Content	
Legal Compliance Collection 2	
SkillStudio	
Training for SkillStudio	

Line Total: USD 15,630.29
Product Subtotal: USD 15,630.29
Total Amount Due: USD 15,630.29

Blanket order
B0359441

May Coates

M. J. Coates

To Pay Via Credit Card: <https://epayment.skillsoft.com>

Note: Our corporate address has changed effective May 22, 2017. Our new address is 300 Innovative Way, Suite 201, Nashua NH 03062.
Our remit to address remains unchanged.

Term: Start Date: 07/30/2018 End Date: 07/29/2019
Notes: Per the Letter Agreement dated 7/30/2018 signed July 17, 2018. Year 1 invoice.

For billing questions, please call
or email:

AR Specialist Phone: 603 821 3790 Fax: 603 821 3505
Receivables@skillsoft.com
autoreceivables@skillsoft.com

Please send remittance info to:
If you are a tax exempt organization, please submit a copy of your tax exemption certificate to Tax@skillsoft.com.

From: mcgowanp295@cod.edu
Sent: Tue Aug 14 11:19:06 CDT 2018
To: invoicing@cod.edu
CC:
Subject: Skillsoft (SkillStudio) - Invoice 201746 - \$15,630.29

Hello!

Please review the attached invoice for processing.

Invoice Summary		Notes
Vendor Number	1555619	
Vendor Name	Skillsoft	
Invoice Number	201746	
PO/BO Number	359441	FY19
Invoice Amount	\$15,630.29	
Blanket Order Remainder	\$1,749.71	
Purchase	For SkillStudio, Year I of III. Compliance training content, implementation, hosting, and training.	
Other	Their Contract: SSOFT/CON034955	

Also attached, should the documents be helpful:

- Signed contract
- W-9
- Signed BOT pages

Please contact me with your questions, concerns, and/or requests for additional support documentation.

Thanks!

Pamela McGowan
Teaching and Learning Specialist
The Teaching and Learning Center

College of DuPage

(630) 942-2637 | mcgowanp295@cod.edu
425 Fawell Blvd. | SRC 1107 | Glen Ellyn, IL 60137
Visit our website for more information

[Click here](#) for more information about August Convocation days, August 15-17, 2018.



-----Original Message-----

From: On Behalf of Mercury Commerce <noreply@esmsolutions.com >
Sent: Tuesday, August 14, 2018 11:00 AM
To: McGowan, Pamela <mcgowanp295@cod.edu >
Subject: Mercury Commerce - Requisition Item Status Notification

Subject: Mercury Commerce - Requisition Item Status Notification

Dear Pamela McGowan,

As of Tuesday, August 14 in the easyPurchase - Mercury Commerce version system:

- 2 requisition items have been returned to you on the Requisitions Tab - Returned Page

You can access the easyPurchase application from <<https://www.mercurycommerce.com/app/jumppage/esmslogin.aspx> >

If you experience any problems accessing the application, please contact your system administrator or ESM Solutions

Customer Support by email at <<mailto:townej@cod.edu>> or by telephone at 630-942-2576.

Thank you.

ESM Solutions Customer Support



Blanket Purchase Order B0359441

[Back to 01-10-00393-5401002 Teaching/Learning Cntr : Instructional Supplies](#)**Overview Approvers GL Distribution**

Status	Outstanding
Vendor	1555619 Skillsoft Corporation
Amount	\$17,380.00
Maintenance Date	7/31/2018
Initiator	Ms Pamela J. McGowan
Associated Documents	<u>0668244</u>

Additional Details**Comments****Internal Comments**

Item 7b Board Approved on June 21, 2018. Fully executed contract and board approval attached. This BO request is for YR 1 of 3. 2018-R0015The Board of Trustees awarded a three year contract in the amount of \$52,140 for a compliance training provider to Skillsoft Corporation, 300 Innovative Way, Suite 201, Nashua, NH 03062.

Approvers**Approval Date**

01-10-00393-5401002

Description Teaching/Learning Cntr :

1	Instructional Supplies	\$17,380.00	\$0.00	\$17,380.00
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Project

Item Code

College of DuPage

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Skillsoft Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

300 Innovative Way, Suite 201

6 City, state, and ZIP code

Nashua, NH 03062

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

0 2 - 0 4 9 6 1 1 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **January 2, 2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COLLEGE OF DUPAGE
REGULAR BOARD MEETING

BOARD APPROVAL

1. SUBJECT

Compliance Training Provider for College of DuPage

2. REASON FOR CONSIDERATION

The Board of Trustees must approve a purchase exceeding the statutory limit of \$25,000.

3. BACKGROUND INFORMATION

The College of DuPage is seeking standardized customizable Human Resources (HR)/Legal compliance training for staff and faculty of the College. To do this the College issued a Request for Proposals seeking a Compliance Training Content Provider who can provide online compliance training courses accessible through the College's HR learning management system, Cornerstone. Key points include:

- **Course Content** – The training solution should be a library of HR/Legal Compliance courses including but not limited to the topics of preventing sexual harassment, ethics, diversity, Title IX, FERPA, and HIPAA. The content needs to be applicable to higher education institutions or similar organizations and customizable to College of DuPage's unique needs, including linking to COD policies and procedures. It should be written and reviewed by legal educators, practicing attorneys, and other SMEs (Subject Matter Experts) and regularly updated to reflect current law and policy changes. The content should have Spanish and Polish translations or translation capabilities.
- **Integrations** – The training should be able to integrate with the College's HR learning management system (Ellucian/Cornerstone).
- **System requirements** – The training should be ADA compliant. The system should have the ability to retain employee completion records in perpetuity in Cornerstone LMS.

A legal notice for a Request for Proposal was published on March 5, 2018 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Eight (8) vendors were directly solicited. Twenty-three (23) vendors downloaded the RFP documents. A public opening was held on April 9, 2018 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following

individuals attended: Jacoby Radford (COD Purchasing Manager/Recorder), Susan Castellanos (COD Buyer/Facilitator), Phil Gieschen (COD Risk Manager/Agent of the Board), Ellen Roberts (COD Director, Business Affairs), Judy Coates (COD Manager, Learning & Organizational Development) and Joe Miragliotta (COD Manager, Planning & Emerging Technology). Two (2) proposals were received. No women/minority owned businesses submitted proposals.

An evaluation committee consisting of the following three (3) employees assessed the submitted proposals: Judy Coates, Manager, Learning & Organizational Development; Joe Miragliotta, Manager, Planning & Emerging Technology; and Gina Wheatley, Instructional Designer & Facilitator.

The evaluation committee's assessments of the proposing firms are quantified below:

COMPLIANCE TRAINING PROVIDER Evaluation Sheet														
Score 1-5 (best)														
Firm Name		Contact	Evaluation Criteria						Scores			Comments		
			Courses available in course library and applicability of content		Ability for customization to the College's needs		Integration with the College's learning management system Cornerstone		Total Cost		Total: Total Score: Vtd. Score	Rank	FINAL	
			30%	30%	30%	30%	10%	100%						
			Score	Vtd. Score	Score	Vtd. Score	Score	Vtd. Score	Score	Vtd. Score				
1	EverFi	Jennifer Davison	2	0.60	0	0.00	3	0.90	2	0.20	7.00	1.70	2	No Polish or Spanish; no customization; high annual fee
2	SkillSoft	Daniella Dorcas	4	1.20	4	1.20	3	0.90	5	0.50	16.00	3.80	1	Ability to customize; existing Spanish; ability to develop Polish; Breadth of available content

Compliance Training Provider Quotes	
Vendor	Total Base Bid
Skillsoft**	\$7,320 per year for library of courses \$6,310 per year for customization rights \$2,000 one time fee for training two employees \$1,750 one time fee for implementation Annual amount not to exceed \$17,380 Three year contract requested with two additional on-year options
Everfi	\$32,000 per year for library \$6,000 one time fee for implementation Total first year amount \$38,000

Budget Status

GL Account	FY2018	FY2019 - Proposed		
	YTD Spend	Annual Budget	YTD Spend	Available Balance
01-10-00393-5401002 <i>Teaching/Learning Cntr: Instructional Supplies</i>	\$ 607	\$ 41,550	\$ -	\$ 41,550
FY2019 Request				\$ 17,380
Future Commitments (FY2020-21)				\$ 34,760
Total Request				\$ 52,140

**FY2019 Budget not yet adopted. YTD Spend as of 6/5/2018.*

Strategic Long Range Plan:

This contract supports Goal #1 Accountability of the Strategic Long Range Plan:
Being transparent, answerable and responsible to all stakeholders.

1.5 Improve internal controls that create an auditable trail of evidence in order to promote efficiency and effectiveness of operations, ensure the safeguarding of assets, and to enhance fraud prevention and detection.

1.6 Ensure compliant and transparent processes that will promote stakeholder confidence and trust.

1.7 Create a fear-free culture where employees and other stakeholders feel compelled to speak up when they witness potential acts of wrongdoing or unethical conduct.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. RECOMMENDATION

That the Board of Trustees awards a three year contract in the amount of \$52,140 for a compliance training provider to Skillsoft Corporation, 300 Innovative Way, Suite 201, Nashua, NH 03062.

Staff Contact: Judy Coates, Manager, Learning & Organizational Development

BOARD APPROVAL

SIGNATURE PAGE FOR

COMPLIANCE TRAINING PROVIDER FOR COLLEGE OF DUPAGE

ITEM(S) ON REQUEST

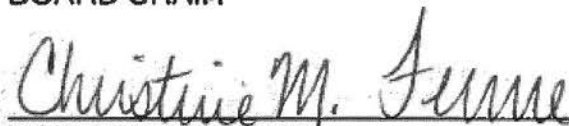
That the Board of Trustees awards a three year contract in the amount of \$52,140 for a compliance training provider to Skillsoft Corporation, 300 Innovative Way, Suite 201, Nashua, NH 03062.



BOARD CHAIR

6/21/18

DATE



BOARD SECRETARY

6/21/18

DATE



30 JULY 2018

College of DuPage
Attn: Judy Coates
425 22nd St.
Glen Ellyn, IL 60137 USA

Dear Judy:

This letter sets forth the agreement between Skillsoft Corporation (Skillsoft) and College of DuPage (Customer) and will confirm the purchase of the License(s) selected below (the Agreement). Customer hereby agrees to a termed license for the products and/or services selected below pursuant to the pricing set forth below and upon the License Terms and Conditions set forth herein.

Products, Services & Pricing:

Access to the following products and/or services selected below is for the applicable number of named authorized Customer employees (the "Authorized Audience") during the period of time from the Start Date through the End Date (the License Term).

LICENSE TERM: **START DATE:** 30 JULY 2018 **END DATE:** 29 JULY 2021

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
COMPLIANCE IMPLEMENTATION FEE (AS FURTHER DEFINED IN EXHIBIT B) - YEAR ONE ONLY	N/A
GIGABYTES WITH CUSTOM CONTENT PUBLISHING SOLUTION: 1 GIGABYTE	N/A
LEGAL COMPLIANCE COLLECTION 2.0	3,500
SKILLSTUDIO (AS FURTHER DEFINED IN EXHIBIT A)	4
SKILLSTUDIO TRAINING-OPEN ENROLLMENT - YEAR ONE ONLY	2

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services

OPTION YEAR ONE. The parties agree that the Customer may extend the License Term of this Letter Agreement for an additional one (1) year term (July 30, 2021 through July 29, 2022) for an Annual Commitment Fee of \$11,880.29, provided Customer notifies Skillsoft of such election in writing ninety (90) days prior to July 30, 2021.

OPTION YEAR TWO. The parties agree that the Customer may extend the License Term of this Letter Agreement for an additional one (1) year term (July 30, 2022 through July 29, 2023) for an Annual Commitment Fee of \$11,880.29, provided Customer notifies Skillsoft of such election in writing ninety (90) days prior to July 30, 2022.

SKILLSOFT PRODUCT DEFINITIONS.

License Consumption occurs when a member of the Authorized Audience has accessed the applicable Skillsoft Product (a Licensed User). Accessing of a Skillsoft Product includes CD or on-line viewing as well as downloading for future use, and/or saving to a bookshelf. Once an individual has accessed a Skillsoft Product, such individual is considered to have consumed a license for that Skillsoft Product for the remainder of the then current annual License Term, or except as otherwise set forth herein.

Course Object shall mean current and future online computer based training materials developed and owned by Skillsoft and/or its licensors in the content areas relating to business skills, employee health and safety, legal compliance, financial services industry, desktop applications and information technology, including all hard copy, machine-readable materials that comprise the object, including, all related software, data, disks, tapes, CD-ROM, Documentation and packaging delivered, including by electronic delivery, to Customer. Planned Course Object(s) that are not commercially available at the time of Customer's selection are available on a "when and if" basis. A target date is indicative of the anticipated release date but is subject to change or removal by Skillsoft without notice. The materials provided hereunder have been developed with subject matter expertise from various third parties but are intended for informational and educational purposes only and do not constitute legal advice or guarantee compliance with any federal, state or local laws or regulations. Although Skillsoft undertakes all reasonable efforts to maintain the legal accuracy of this content and make updated content available to customers, neither Skillsoft nor any third party represents or warrants that the content reflects current legal developments; customers are encouraged to consult local counsel before taking any action based on the content or information provided hereunder.

Custom Content shall mean the creation of an on-line computer based training course proprietary to Customer's business.

Custom Content Publishing Solution shall mean a self service web application that enables Customer to test their custom content for Skillport compatibility, as well as package, upload, preview and publish the content onto the Skillport platform. If Customer licenses Custom Content hosting that includes the Custom Content Publishing Solution then Customer is responsible for package, upload, preview and publish the content onto the Skillport platform themselves.

Extranet Hosting Services with Open Learning Services shall mean a method of delivery and access to the Course Object(s) whereby Skillsoft shall host the Course Object(s) on Skillsoft servers using Skillsoft's Open Learning Services Architecture. The "Open Learning Services Architecture" is Skillsoft's proprietary platform through which Customer FY19-00083770Rawnsley



may access the Course Object(s) through an application interface via the World Wide Web. Skillsoft will provide all Extranet Hosting Services with Open Learning Services as they relate to management of Course Object(s) including securing server space, installation and maintenance of Course Object(s) and allocation of bandwidth. If Customer licenses Extranet Hosting Services with Open Learning Services and Skillsoft releases any Updates to Extranet Hosting Services with Open Learning Services, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer to the latest version. If Customer is not willing or able to upgrade to the latest version, Customer acknowledges that it will not be entitled to other Skillsoft Product Updates that are not compatible with Customer's version of Extranet Hosting Services with Open Learning Services. Skillsoft reserves the right to upgrade Customer's version of Extranet Hosting Services with Open Learning Services site at any time. These upgrades may be conducted during production time.

Legal Compliance Collection 2.0 is a package of Course Objects in the area of legal compliance, including but not limited to the Global Code of Conduct course, subject to the Authorized Audience level, in accordance with the terms and conditions set forth herein. Customer acknowledges that for Customer to enable full use of the Global Code of Conduct course, customizations are required. In the event that Customer elects to have Skillsoft perform such customizations a mutually agreeable Statement of Work setting forth the work to be performed and the applicable fees shall be executed between the parties.

License Term shall mean the period of time from the Start Date through the End Date.

SkillStudio shall mean the services as defined in the Exhibit attached hereto.

LICENSE FEES. Customer's total committed license fees hereunder are set forth below and are calculated as follows. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$15,630.29
Y2	\$11,880.29
Y3	\$11,880.29
TOTAL	\$39,390.87 MT

All fees shall be invoiced annually in advance and are due and payable 100% net 60 days from the date of invoice.

CUSTOMER INDEMNITY. Customer, at its own expense shall indemnify, defend and hold harmless Skillsoft with respect to any and all claims by way of infringement or otherwise that arise out of compliance with any property, information, software, documentation, or materials, provided to Skillsoft by Customer or that Skillsoft hosts on any Skillsoft Product(s) as requested by Customer, provided that (i) Customer shall be notified promptly in writing by Skillsoft of any notice of any such claim; (ii) Customer shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and (iii) Skillsoft shall cooperate reasonably with Customer in the defense, settlement or compromise of such claim at Customer's expense.

The Invoice and Products will be sent to:

College of DuPage
Attn: Judy Coates
425 22nd St
Glen Ellyn, IL 60137 USA
coatesj73@cod.edu

LICENSE TERMS AND CONDITIONS

Subject to the restrictions stated herein Skillsoft grants to the Customer who has executed this Agreement below, and Customer accepts, a nonexclusive, non-transferable license, without the right to sublicense, to the products and services selected (hereinafter the products and services selected shall be collectively referred to as the Skillsoft Products) for internal training purposes only for Customer employees, without the right to exchange during the License Term except as set forth herein. Skillsoft agrees that Customer may reassign: a) up to the total number of the Authorized Audience learner IDs in each agreement year effective on the anniversary of the License Term or b) for Customer's full-time regular employees, at any time during the License Term provided the learner IDs are reassigned from learners no longer employed with Customer effective that year.

The license does not convey any ownership rights to Customer in the Skillsoft Product(s), Skillsoft's web site architecture or other Skillsoft proprietary information, but only a limited use right pursuant to this Agreement. Customer shall not (a) transfer, rent, lease, loan or disclose the Skillsoft Product(s) or intellectual property to any third party; (b) reverse engineer, disassemble, decompile or attempt to derive source code from the Skillsoft Product(s); (c) modify or create derivative works based upon the Skillsoft Product(s); (d) remove any proprietary notices, or trademarks or service marks on any Skillsoft Product(s); (e) merge the Skillsoft Product(s), with another program; (f) use the Skillsoft Product(s), for any purposes other than those stated in the Agreement; (g) have any right to any source code for the Skillsoft Product(s), or (h) permit any party not specifically licensed herein to use the Skillsoft Product(s).

FY19-00083770Rawnsley



SKILLSOFT CORPORATION

Signature Melissa Talty
Print Name **Melissa Talty**
Title **Manager, Revenue & Royalties**
Date July 19, 2018

COLLEGE OF DUPAGE

Signature Brian W. Caputo
Print Name **Dr. Brian Caputo**
Title **Vice President - Administration and Treasurer, CFO**
Date 7/17/18



Customer shall ensure that only the members of the Authorized Audience licensed herein access the Skillsoft Product(s). Customer will maintain records of all use and copying of the Skillsoft Product(s) and assignment of all login identifications used to access the Skillsoft Product(s). Skillsoft shall have the right to examine such records and to audit Customer's access to and usage of the Skillsoft Product(s) to verify compliance with the Agreement. Upon expiration or termination of the License Term, Customer will delete any copies of the Skillsoft Products or Skillsoft Intellectual Property from its computer(s) or server(s), and destroy (and certify as destroyed) or return to Skillsoft all such copies.

If the Skillsoft Products licensed herein are deployed outside of Skillsoft's learner management systems, Customer agrees to submit a report to Skillsoft at the end of each calendar month ("Monthly Usage Report"). The Monthly Usage Report shall include details of all users of the Skillsoft Products. The purpose of the Monthly Usage Report shall be to show the number of Licensed Users that accessed the Skillsoft Products in the preceding month.

Either party may only cancel the Agreement (a) by giving ten (10) days written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice thereof from the other party. In the event that Skillsoft terminates the license and this Agreement based on the foregoing sentence, Skillsoft reserves all rights and remedies available at law, including but not limited to collection of all committed License Fees.

In order to protect Skillsoft's licensors and/or publishers intellectual property rights, Skillsoft may disable any individual's access to the Skillsoft Product(s) immediately if, such individual's use of the license violates the terms and conditions of this Agreement.

The license fees set forth above do not include taxes. Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with this Agreement, including without limitation, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments. If Customer fails to pay any applicable tax, then Skillsoft may pay such tax on Customer's behalf and seek reimbursement from Customer. However, taxes will not be calculated as long as the Customer remains tax exempt and Skillsoft has a valid tax exempt certificate on file from Customer.

Skillsoft shall not be liable for any special, incidental, indirect, exemplary or consequential damages (including without limitation loss of profits, loss of data, costs of cover), however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement. These limitations will apply even if Skillsoft has been informed of the possibility of such damages. FURTHERMORE, IN NO EVENT SHALL SKILLSOFT'S LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OR RESULTING FROM CUSTOMER'S USE OF ANY SKILLSOFT PRODUCT(S) EXCEED THE LICENSE FEES PAID UNDER THIS AGREEMENT WITH RESPECT TO SUCH SKILLSOFT PRODUCT(S).

SKILLSOFT GRANTS NO WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, AND NOT IN LIMITATION OF FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

The License and this Agreement is governed by the laws of the state of Illinois, without reference to its conflict of laws provision. Both parties will comply with all applicable international, federal, state, and local laws and regulations in performing its obligations hereunder, including, without limitation, all U.S. export regulations. Contractor Services licensed under this Agreement are Commercial Computer Software under United States Federal Government Acquisition Regulations and agency supplements thereto. Contractor Services are provided to the federal government and its agency only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial software developed at private expense and not in the public domain. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software at DFAR 252.227-7013. Unless exempt, Customer and Skillsoft shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the Customer and Skillsoft shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

Customer will be eligible to participate in Skillsoft's customer reference program which may include, but is not limited to, participation in customer case studies, press releases, collateral, and opportunities with media and industry analysts. Skillsoft is permitted to use Customer's name and logo in lists with other customers (including listing of customer's on its website). However, Skillsoft shall not use Customer's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance authorization from Customer, which will not be unreasonably delayed, conditioned or withheld. Except as set forth in this Section above, there shall be no public announcement of this Agreement or the relationship between the Parties without mutual review and approval by both Parties, except as part of required governmental filings, SEC filings, quarterly earnings announcements and financial presentations.

This Agreement, set forth in US English, (including Exhibits attached hereto) constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous proposals, agreements and representations between them, whether written or oral, including any translated versions. If any provision of this license is not enforceable, it will be severed from this license and the remainder will remain in full force and effect. Customer shall not assign the Agreement in whole or in part, whether by operation of law or otherwise, without the advance, written consent of Skillsoft. Any purported transfer or assignment in violation of this Agreement shall be null and void and of no force and effect. This Agreement may only be amended in writing signed by Customer and an authorized signatory of Skillsoft that explicitly states that it is intended to amend this Agreement. No terms contained in Customer purchase orders, acknowledgments, shipping documents or other forms or documents shall have any force or effect over the licenses granted herein. The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of any such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.

The authorized representatives of Skillsoft and Customer have executed this Agreement signifying their agreement to its contents.

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EXHIBIT A
SKILLSTUDIO LICENSE TERMS

SKILLSTUDIO DEFINITIONS:

'SkillStudio' is hereby defined as the proprietary Skillsoft tool used to customize Skillsoft Courses and/or Customer's proprietary courses that were produced using SkillStudio.

'Course Player' shall mean the software program developed and owned by Skillsoft that can be deployed via a web browser or can be downloaded to a user personal computer where courses can be played in 'off-line' mode when the PC is not connected to the network and which (i) launches and presents the courses to the user; (ii) enables the toolbar features of the courses to function; (iii) controls and enables the template files of a course display in sequence; and (iv) controls and responds to all user interactions within a course.

'Course Source Code' shall be the source code materials that belong to Skillsoft that make up the Skillsoft Course(s) that is/are herein licensed to Customer to create Customized Course(s) using SkillStudio. The Course Source Code provided hereunder shall be further defined in writing.

'Customer Course' shall mean the derivative work product Customer developed using the SkillStudio and the Customer's Source Material.

'Customer's Source Material' shall mean the Customer's own source computer based training material or subject matter content that Customer may use along with the SkillStudio to create its own computer based training course.

'Customized Course' shall mean the derivative work product Customer creates using the SkillStudio to modify the Skillsoft Courses or Course Source Code.

'Developer' an individual for whom Customer has rightfully obtained a License to use or access to SkillStudio and who is authorized by Customer to use or access SkillStudio regardless of whether the individual is actively using SkillStudio at any given time. Developers are limited to Customer's employees. Customer bears responsibility for ensuring compliance of its employees with the terms and conditions hereof.

'Error' any failure by SkillStudio to conform substantially to the Documentation provided that Customer informs Skillsoft of such failure in writing and Skillsoft can reasonably replicate it.

'Product Support' includes the following: (i) email support through Skillsoft Technical Support, (ii) phone support specific to SkillStudio, the Skillsoft Courses and the Course Source Code available through Skillsoft Technical Support and (iii) maintenance releases and all major new releases of SkillStudio, Skillsoft Courses and Course Source Code available upon request by Customer. Email and phone support are available 24X7X365, and covers the functionality of the tool relating to the operation, features and functions of SkillStudio and troubleshooting of Errors encountered using SkillStudio. Product Support does not cover instructional design or issues regarding hosting services, any support needed in these areas will be charged on a time and materials basis at Skillsoft's then-current rates and set forth on a Statement of Work executed by both parties.

'Skillsoft Course(s)' shall mean the on-line computer-based training materials in object code form developed and owned by Skillsoft in those content areas relating to (1) business, professional development, IT and environmental, safety and health which are available in Skillsoft's business skills, E3 or CCA architecture and which include all hard copy, machine-readable materials that comprise the Skillsoft Course licensed by Skillsoft to Customer pursuant to the Agreement referenced above.

SKILLSTUDIO LICENSE DETAILS:

In consideration for the annual license and training fees paid hereunder, Skillsoft grants to Customer a non-exclusive, non-transferable, termed license to use the Course Source Code and SkillStudio by the number of Developers specified in this Agreement in accordance with the following terms and conditions:

Customer must obtain from Skillsoft a license to use the applicable Skillsoft Course(s) as a prerequisite to using SkillStudio to create a Customized Course(s).

Developers must complete Skillsoft's Basic Blended Learning Training program consisting of a two (2) day training, delivered either (i) virtually; or (ii) onsite; or (iii) a combination of the foregoing methods, at Skillsoft's sole discretion (the 'SkillStudio Training') as a prerequisite to obtaining support on the use of SkillStudio. Customer may only purchase SkillStudio Training (as defined below) for the number of authorized developers. Customer agrees to pay for SkillStudio Training at the rates set forth in an applicable Agreement plus reasonable travel and living expenses. Cancellation or rescheduling of a scheduled training session will result in a fee to cover all lost travel expenses. Cancellation or rescheduling of a scheduled training session with less than 1 week of notice to the trainer will result in an additional fee equal to 35% of the training cost.

Customer may use SkillStudio along with the Skillsoft Courses or Course Source Code to create Customized Course(s). The Customized Course created by Customer is to be used internally by the users licensed to the associated Skillsoft Courses under the Agreement and shall not be distributed, re-sold or sublicensed by Customer to any third-party.

Skillsoft hereby agrees that Customer may use SkillStudio to develop a Customer Course provided that Customer discloses the subject matter of such Customer Course to Skillsoft prior to creation. Customer may not use SkillStudio to create a Customer Course that would compete with a Skillsoft Course; therefore, Skillsoft reserves the right to reject the creation of a Customer Course that Skillsoft reasonably believes to be competitive with a Skillsoft Course.

The Customized Course and/or Customer Course created with SkillStudio must contain the Skillsoft watermark on the splash screen of such course. Customer's right to use the Customized Course(s) shall continue provided that the license to use the Skillsoft Course, Course Source Code and SkillStudio is maintained and renewed by Customer.

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Skillssoft will provide Customer with Product Support for SkillStudio and Course Source Code licensed hereunder. Only a Developer that has completed the relevant training may receive Product Support with respect to the Course Source Code and SkillStudio. Skillssoft will make available to Customer training and education in the installation, operation and use of SkillStudio at the prices set out in the Agreement. Additional training and consulting services may be purchased by Customer for an additional fee based on Skillssoft's then-current pricing for training and consulting services.

Customer, at its own expense shall indemnify, defend and hold harmless Skillssoft with respect to any and all claims by way of infringement or otherwise that arise out of compliance with any property, information, software, documentation, or materials, provided to Skillssoft by Customer or that Skillssoft hosts on any Skillssoft Product(s) as requested by Customer, provided that (i) Customer shall be notified promptly in writing by Skillssoft of any notice of any such claim; (ii) Customer shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and (iii) Skillssoft shall cooperate reasonably with Customer in the defense, settlement or compromise of such claim at Customer's expense.



EXHIBIT B

COMPLIANCE IMPLEMENTATION SERVICE

Compliance Program Implementation

(Minimum audience size of 100 users or a combination of 100 accesses)

Term of engagement – 90 days

Implementation Services delivered by Skillssoft provide clients with resources and expertise that internal L&D teams need to ensure a dynamic release for their new learning environment. By leveraging the collective knowledge and experience of our Platform Specialist resources, our client partners are free to focus on aligning the learning to critical business initiatives to ensure optimal value is achieved.

Skillssoft's Compliance Program Implementation Service guides customers through a simple implementation methodology that focuses on the elements of successful program launch planning. This includes defining completion criteria, module configuration, training and program launch best practices. The objective of this service is to implement an effective program that can be well communicated, reported upon and delivered to an organization quickly. Fundamental to all programs is the need for business alignment and success criteria; beginning the process with a workshop to define this information will shape the implementation decisions that ensure the success of the program.

Benefits:

- You will work with Implementation experts to create a learning environment that will optimize your investment in Skillssoft digital technologies
- Launch communications will drive more program awareness and adoption of learning to deliver value to the organization, while reducing your administrative burden
- Your Platform Specialist will provide best practices for integrating the new environment into the daily workflows of your employees to inspire adoption of the learning
- Your Implementation will follow a phased approach that is proven to garner success
- The Implementation Service delivers a unique site that is ready to optimize user/administrator engagement (including a gated FTP server to deliver content for FTP Content deployments)
- Fully customized administrator training enables easy site administration for Skillport and OLSA deployments

It is Skillssoft's goal to complete implementation within a 90 day period. A summary of what to expect from your implementation engagement, based on your deployment, is as follows:

Pre-Implementation – Program Kick off planning	Strategic Implementation Workshop – This is fundamental to success at all levels, as the outcomes of this workshop define the direction of your program. As the program owner, you are tasked with developing and delivering learning experiences that provide value to your organization. In this workshop, your Skillssoft Consultant will introduce you to the best practice building blocks that operate within a learning culture. These building blocks are comprised of 4 distinct areas: Engagement, Alignment, Adoption, and Value. This framework will allow you to define goals and success criteria that align with the strategic direction of your organization in order to drive the value of your Skillssoft-supported programs.	
Implementation-Phase I	Driven by your requirements and information from the Strategic Implementation workshop, your Platform Specialist will guide you through the configuration of your platform, ensuring that it is optimized for the unique needs of your program.	Driven by your requirements and information from the Strategic Implementation workshop, your Platform Specialist will guide you through best practices for configuring your content server deployment, and will engage technical resources as needed to optimize its interaction with your LMS.
Implementation-Phase II	Designing a user management and content assignment structure that will support both your current and future organizational needs is key to achieving and reporting on program value. In addition, your Skillssoft team will work with you to understand the most efficient way for you to achieve and maintain these structures.	During this phase, your Platform Specialist will ensure that the structure within your content server is configured appropriately to deliver the right content to the right audience. Data imports/exports could be explored in this phase to enable additional data to pass to your LMS (note: a separate Statement of Work would be required to implement data feeds).
Implementation-Phase III	As with any change, education and knowledge can be a key differentiator to program success. Skillssoft offers a variety of administrator training options to best meet your needs and provide you with the knowledge and skills required to manage a successful program beyond the implementation stage.	Skillssoft offers a variety of content server administrator training options to best meet your needs. This could include, but is not limited to: accessing and downloading asset metadata from the content server, extracting data from the content server, and other administrative settings on the content server.

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Launch preparedness

Why recreate the wheel? Communication can make or break any new program and Skillsoft's experience and resources can help you achieve a successful launch for your program, no matter which system you use to deploy the learning. A communication strategy will set the foundation to promote and drive value.

Conditions of engagement

- Identify a Program Manager to work with the designated Skillsoft Implementation team to guide the overall deployment strategy
- Provide Skillsoft with details required for the creation of user accounts, training assignments, and learner communications
- Provide contact details for the Program Sponsor, IT Contact, Marketing Contact, and Program Administrator(s) as needed
- Participate in regular project meetings for the duration of the implementation process

Any additional work not included in the scope above shall be performed at Customer's request at Skillsoft's then current rates associated with such work. A separate Statement of Work will be executed by the parties to memorialize any additional work, including project scope, fees, payment terms, and any other applicable details specific to such additional work.