

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City” or “Customer”) and **SKILLSOFT CORPORATION**, a Delaware corporation, registered to do business in Colorado, whose address is 107 Northeastern Blvd., Nashua, NH 03062 (“Contractor” or “SkillSoft”) collectively, the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated June 19, 2013 (the “Agreement”), to provide the City with a solution to import third-party course progress/completion data into Skillport, and to have the option to integrate that data into Skillport views or reporting; and

WHEREAS, the Parties wish to amend the Agreement to revise the scope of work, extend the term and increase the compensation to the Contractor as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference.

2. Article 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“**4. TERM:** The term of the Agreement is from May 30, 2013 through May 29, 2016.

3. Article 5(D)(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **EIGHT HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND .29/100 (\$863,980.29)**. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor’s risk and without authorization under this Agreement.”

4. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT LIST:

EXHIBIT A-1 – SCOPE OF WORK

EXHIBIT A-1 – SCOPE OF WORK



SCOPE OF WORK - ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 30 May 2014 (the "Effective Date") by and between Skillsoft Corporation ("Skillsoft") and City and County of Denver ("Customer") and issued in accordance with the terms and conditions and made a part of the Master License and Services Agreement between Skillsoft and City and County of Denver dated 30 May 2013 (the "Agreement").

1. LICENSE DETAILS.

START DATE: 30 MAY 2014

END DATE: 29 MAY 2016

PRODUCT	AUTHORIZED AUDIENCE
ENVIRONMENTAL, HEALTH & SAFETY COURSEWARE COLLECTION – US ENGLISH	2,970
GIGABYTES WITH CUSTOM CONTENT PUBLISHING SOLUTION	4 GIGABYTE(S)
ILT MODULE	7,500
LEADERSHIP CHANNEL	2,000
LEGAL COMPLIANCE COURSEWARE COLLECTION – US ENGLISH	2,000
MAINTENANCE SERVICES*	N/A
SKILLCHOICE BUSINESS – US ENGLISH	7,500
SKILLCHOICE DESKTOP – US ENGLISH	7,500
SKILLCHOICE IT – US ENGLISH	309
SKILLSOFT IT AND DESKTOP VIDEOS	7,500
SKILLSOFT IT VIDEOS	309
SKILLSTUDIO	4 DEVELOPER(S)

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services

*Annual Maintenance Fee pursuant to the Statement of Work No. CCD03262013 attached to the Agreement as Exhibit C Part C

2. LICENSE FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). 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	\$287,993.43
Y2	\$287,993.43
TOTAL	\$575,986.86

~~All fees shall be invoiced annually in advance and are due and payable net 100% net 30 days from the date of invoice.~~

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3. ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

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.

Environmental, Health & Safety (EH&S) Courseware Collection is a package of the following Skillsoft products licensed to Customer, subject to the Authorized Audience



level, in accordance with the terms and conditions set forth herein:
Safety and Health Solution Area
Platform Software

ILT Module shall mean the Skillport Add-On Module Instructor Lead Training, which will allow Customer to list, and track classroom training through Skillport via Extranet Hosting Services. The ILT Module is dependent upon a minimum Skillport version (6.2 SR 2).

Leadership Channel means the video lessons and other content and materials pursuant to this Order Form, including, without limitation, on demand video programs, all lesson summaries, ideas for action, and questions to ask provided by Skillssoft in connection with any video lesson. Skillssoft reserves the right to modify, restrict or update any content contained in Leadership Channel throughout the License Term.

Legal Compliance Courseware Collection is a package of the following Skillssoft products licensed to Customer, subject to the Authorized Audience level, in accordance with the terms and conditions set forth herein:
Legal Compliance Solution Area
Platform Software

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

Mentoring Service shall mean a service that enables a user to ask questions relating to specific information technology courses or the general subject matter of those courses and receive responses from experts in the field of information technology. The Mentoring Service is only available for Customers that purchase a license to Extranet Hosting Service and/or Skillport via Extranet Hosting Services.

Platform Software shall mean the technology infrastructure selected by Customer in Section 1 of this Order Form above as further defined in Section 3 of this Order Form.

Referenceware shall mean the Books24x7 online library of third party reference materials, editorial materials, electronic books and other resources hosted by Books24x7.com, Inc. Skillssoft reserves the right to modify, restrict or update any content contained in a Referenceware collection throughout the term of this Order Form.

SkillChoice Business is a prepackaged offering of the Skillssoft Products set forth below:
Business Strategy and Operations Solution Area
Finance, Human Resources, and Administration Solution Area
Management and Leadership Solution Area
Professional Effectiveness Solution Area
Project Effectiveness Solution Area
Sales and Customer Facing Skills Solution Area
Mentoring Service
Platform Software
BusinessPro Referenceware

SkillChoice Desktop is a prepackaged offering of the Skillssoft Products set forth below:
Desktop Computer Skills Solution Area
Mentoring Service
Platform Software
OfficeEssentials Referenceware

SkillChoice IT is a prepackaged offering of the Skillssoft Products set forth below:
Software Development Solution Area
Operating Systems and Server Technology Solution Area
Internet and Network Technologies Solution Area
Enterprise Database Systems Solution Area
Web Design Solution Area
Enterprise Resource Planning Systems Solution Area
Project Effectiveness Solution Area
Mentoring Service
Platform Software
ITPro Referenceware

Skillport® via Extranet Hosting Services shall mean Skillport delivered through a method of delivery and access to the Course Object(s) and Skillport whereby Skillssoft shall host the Course Object(s) and Skillport on Skillssoft servers and Customer may obtain access to the Course Object(s) and Skillport on Skillssoft servers through the World Wide Web. Skillssoft will provide Skillport via Extranet Hosting Services as they relate to management of Course Object(s), including securing server space, installation and



maintenance of Course Object(s) allocation of bandwidth and the ability to generate usage reports. . If Customer licenses Skillport via Extranet Hosting Services and Skillsoft releases any Updates to Skillport, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer's site 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 Skillport. As a feature of Skillport via Extranet Hosting Services, Customer may elect to implement the credentialing functionality which enables Customer to provide information, credit tracking and certificate capabilities for pre-defined credentials. Such feature is dependent upon a minimum Skillport version. In the event Customer chooses the module to obtain continuing professional education ("CPE") credit for the Skillsoft Courses that are qualified by the National Association of State Boards of Accountancy ("NASBA"), Customer agrees that Skillsoft shall have access to Customer's Skillport administrator reporting feature of the module to print and maintain reports on NASBA CPE credits issued in accordance with its obligations of being a NASBA sponsor organization. The following are the requirements: CPE program sponsors must retain appropriate records for a minimum of five (5) years. To accomplish this, the records must contain the following: (1) program outline/materials; (2) records of participation; (3) date(s) and location(s) of presentation(s) or period during which program was available for purchase; (4) number of credits earned by participants; (5) results of program evaluations.

Skillsoft IT and Desktop Videos shall mean a collection of short, instructional videos covering IT and desktop related topics, hosted on Books24x7. Skillsoft reserves the right to modify, restrict or update any content contained in the Skillsoft IT Video collection at any time during the License Term of this Order Form.

Skillsoft IT Videos shall mean a collection of short, instructional videos covering IT related topics, hosted on Books24x7. Skillsoft reserves the right to modify, restrict or update any content contained in the Skillsoft IT Video collection at any time during the License Term of this Order Form.

Solution Areas shall mean the Course Object bundle(s) named in this Order Form and comprised of the Course Object(s) included in the respective bundle(s) as set forth in Skillsoft's course catalog which may be found at <http://www.skillsoft.com>, including any Updates thereto.

Updates shall mean (i) any new Skillsoft Product(s) added to a Solution Area licensed and/or (ii) all revisions, new versions and changes to, or modifications of, existing Skillsoft Product(s), which Skillsoft may, in its sole discretion, make generally available to its customers from time to time throughout the License Term. Skillsoft reserves the right to determine the schedule of Updates. Skillsoft's current Course Object KnowledgeCenter and Referenceware update schedule is once per month during the License Term. Customer will not be provided Updates if they are not compatible with Customer's deployment method or the version of the Platform Software licensed by Customer.

4. RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Skillsoft Products provided hereunder

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

SKILLSOFT CORPORATION

CITY AND COUNTY OF DENVER

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date



CUSTOMER INFORMATION EXHIBIT

BILL TO
CONTACT
PHONE
E-MAIL
ADDRESS
CITY
STATE
COUNTRY
ZIP CODE

City and County of Denver
Natalie Landau
720-913-5727
Natalie.landau@denvergov.org
201 W Colfax Avenue, Dept. 412
Denver
CO
US
80202

SHIP TO
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ZIP CODE

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Natalie Landau
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US
80202



SKILLSTUDIO LICENSE TERMS EXHIBIT

SKILLSTUDIO DEFINITIONS:

'SkillStudio' is hereby defined as the proprietary Skillssoft customization and course authoring tool used to customize the Skillssoft Courses and/or to author Customer proprietary online courses.

'Course Player' shall mean the software program developed and owned by Skillssoft 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 an 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 Skillssoft that make up the Skillssoft 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 Skillssoft 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 Skillssoft of such failure in writing and Skillssoft can reasonably replicate it.

'Product Support' includes the following: (i) email support through Skillssoft Technical Support, (ii) phone support specific to SkillStudio, the Skillssoft Courses and the Course Source Code available through Skillssoft Technical Support and (iii) maintenance releases and all major new releases of SkillStudio, Skillssoft 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 Skillssoft's then-current rates and set forth on a Statement of Work executed by both parties.

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

SKILLSTUDIO LICENSE DETAILS:

In consideration for the annual license and training fees paid hereunder, Skillssoft 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 Order Form in accordance with the following terms and conditions:

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

Developers must complete Skillssoft'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 Skillssoft'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 Order Form 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 Skillssoft 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 Skillssoft Courses under the Agreement and shall not be distributed, re-sold or sublicensed by Customer to any third-party.

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



The Customized Course and/or Customer Course created with SkillStudio must contain the Skillssoft 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 Skillssoft Course, Course Source Code and SkillStudio is maintained and renewed by Customer.

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 Order Form. 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.~~

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Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: 201310840-01

Contractor Name: SKILLSOFT CORPORATION

By: 

Name: Mark P. Murray
(please print) ~~Senior Director Finance~~
Corporate Controller

Title: _____
(please print)

June 19, 2014

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

