

## SEVENTH AMENDATORY AGREEMENT

**THIS SEVENTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SKILLSOFT (US) LLC**, a Delaware limited liability company formerly known as **SKILLSOFT CORPORATION**, whose address is 300 INNOVATIVE WAY, SUITE 201, Nashua, NH 03062 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement June 19, 2013, a First Amendatory Agreement dated July 21, 2014, a Second Amendatory Agreement dated June 28, 2016, a Third Amendatory Agreement dated June 8, 2017, a Fourth Amendatory Agreement dated May 9, 2018, a Fifth Amendatory Agreement date June 12, 2019, and a Sixth Amendatory Agreement dated June 14, 2020, to provide the City with an on-line learning solution (the “Agreement”); and

**WHEREAS**, the Agreement expired by its terms on May 29, 2023, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective May 30, 2023, all references to Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7, as applicable. Exhibit A-7 is attached and will control from May 30, 2023.

2. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:

“4. **TERM**: The term of the Agreement shall commence on May 30, 2013, and expire, unless sooner terminated, on May 29, 2024 (the “Term”).”

3. Subsection 5(d)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(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 Two Million Five Hundred Ninety-Two Thousand Six Hundred Sixteen Dollars and Nine Cents (\$2,592,616.09). 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. Section 8 of the Agreement, titled “**EXAMINATION OF RECORDS**,” is amended to read as follows:

“8. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the

latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

5. Section 23 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

6. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

7. This Seventh Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

8. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-7**, Order Form.

**REMAINDER OF PAGE INTENTIONALLY BLANK**

**Contract Control Number:** CSAHR-202368385-01 / 201310840-01  
**Contractor Name:** Skillsoft (US) LLC

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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

CSAHR-202368385-01 / 201310840-01  
Skillsoft (US) LLC

By:  \_\_\_\_\_  
16ABBF07D1B44F6...

Name: Mike Manix  
(please print)

Title: Director of Revenue  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



Exhibit A-7

**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 2023 (the "Effective Date") by and between Skillsoft (US) LLC ("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 Agreement between Skillsoft and Customer dated 30 May 2013 (the "Agreement").

**1. LICENSE DETAILS****START DATE:** 30 MAY 2023**END DATE:** 29 MAY 2024

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE	2,900
PERCIPIO COMPLIANCE ES&H	2,900
PERCIPIO COMPLIANCE LEGAL	550

**DEPLOYMENT METHOD:** Percipio Compliance

SKILLSOFT PRODUCT
PERCIPIO LMS CONNECTOR (2)

**DEPLOYMENT METHOD:** NO DEPLOYMENT

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	3,200
SKILLSOFT EXPERT 3.0	9,000
60 MIN 1:1 COACHING PROMOTION	10

**DEPLOYMENT METHOD:** Percipio

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT SKILLSOFT EXPERT 2.0	9,000
SKILLPORT COMPLIANCE ES&H	2,900
SKILLPORT COMPLIANCE LEGAL	550
SKILLPORT SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	3,200

**DEPLOYMENT METHOD:** Extranet Hosting Services with Open Learning Services

**2. LICENSE FEES AND COMMITMENT.** Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). In the event there is a license period less than a 12-month term (Stub Period), the 1st annual license fee shall account for the Stub Period and may be prorated based on the length of term. 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	USD 196,066.13
TOTAL	USD 196,066.13

All fees shall be invoiced annually in advance and are due and payable 100% net 35 days from the date of invoice.

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

**Codecademy** is a collection of interactive, hands-on practice environments in 15 programming languages across multiple domains. Skillsoft reserves the right to modify, restrict, or update any content contained in Codecademy throughout the term of this Order Form. Customer acknowledges that if Customer enables the enhanced reporting features of the Codecademy Enhanced reporting, Personal Data will be sent to Codecademy, subsidiary of Skillsoft (US) LLC, and as such Personal Data will be processed by Codecademy in the United States.

**License Consumption** occurs when a member of the Authorized Audience has accessed the Percipio platform (each such person, a "Licensed User"). Further, once a member of the Authorized Audience has accessed the Percipio platform, that member is considered to have consumed a license for the Skillsoft Product(s) that have been assigned to that member for the remainder of the then current annual License Term. Notwithstanding the foregoing, Skillsoft agrees that licenses for terminated employees of Customer can be exchanged for a new member of the Authorized Audience during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's License Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.

**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. Notwithstanding the foregoing, Skillsoft agrees that licenses for terminated employees of Customer can be exchanged for a new member of the Authorized Audience during an annual term and that usage of the Skillsoft Product(s) by a terminated employee will not count toward Customer's License Consumption. The foregoing sentence applies only to full time, regular employees and shall not apply to contractors or temporary employees of Customer.

**License Term** means the period of time from the Start Date to the End Date.

**Percipio** shall mean a method for the delivery of and access to the Skillsoft Products whereby Skillsoft shall host the Skillsoft Products on Skillsoft servers and Customer may obtain access to the Skillsoft Products. Customer may not customize Percipio. Skillsoft shall provide installation of any maintenance releases and/or new version releases to the Percipio platform at no extra charge to Customer. The timing of such installations will be at Skillsoft's discretion. Skillsoft shall maintain backups of customer data for a period of not more than ninety (90) days. Skillsoft will provide storage for custom content, at no additional cost, as follows: 200 gigabytes of storage space (**Initial Storage Allowance**). Customer shall be responsible for monitoring its use of the storage and if Customer exceeds the Initial Storage Allowance, Customer will be charged at the price per gigabyte of \$70.00.

**Percipio Compliance** means an interface located on Percipio by which Customer shall access all licensed compliance products hosted on Skillsoft's Online Training Academy platform.

**Percipio Compliance ES&H** is a package of Course Objects in the area of Safety and Health, including but not limited to the Global Safety Compliance course, licensed to Customer in US English and any additional languages as set forth in the license table above, in accordance with the terms and conditions set forth herein. Customer acknowledges that for Customer to enable full use of the Global Safety Compliance 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.

**Percipio Compliance Legal** is a package of Course Objects in the area of legal compliance, including but not limited to the Global Code of Conduct course, 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.

**Percipio LMS Connector** shall mean access to Percipio and Percipio content whereby Skillsoft shall host the content and Percipio on Skillsoft-managed servers and Customer may obtain access to the content and Percipio via a suite of integration tools on Skillsoft-managed servers through the World Wide Web. Skillsoft will provide the Percipio LMS Connector as it relates to management of content and the Percipio experience including securing server space, installation, maintenance, and allocation of bandwidth. If Customer licenses the Percipio LMS Connector and Skillsoft releases any Updates to the Percipio LMS Connector, those updates will be automatic and may require updates to any Customer systems connected to or using the Percipio LMS Connector. Skillsoft reserves the right to upgrade Customer's version of the Percipio LMS Connector at any time. These upgrades may be conducted during production time.

**Percipio Skillsoft Expert** is a package of selected assets in the area of business, productivity and collaboration, digital transformation, and technology and developer. Skillsoft reserves the right to modify, restrict, or update any content contained in the Percipio Skillsoft Expert throughout the term of this Order Form.

**Percipio Skillsoft Leadership Development Program** is a package of selected assets in the area of leadership development, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillsoft Leadership Development Program throughout the term of this Order Form.

**Skillsoft Coaching 60 Min 1:1** Coaching provides (i) access to the Skillsoft Coaching platform, with curated content and an enterprise metrics dashboard; and (ii) twelve (12) coaching sessions of sixty (60) minutes each per seat licensed, quarterly kick-off sessions, coach surveys, Skillsoft Coaching SSO, and Skillsoft Coaching Customizations; and (iii) access to Percipio Skillsoft Leadership Development Program deployed on the Percipio platform. Once a seat is activated by Customer, the user shall have one hundred and eighty (180) days from the date of activation to complete the twelve (12) coaching sessions. Customer acknowledges that, unless otherwise approved by Skillsoft in writing, (i) Customer must activate all seats no later than one hundred and eighty (180) days prior to the expiration of the License Term, and any seats not activated on or before such date shall be forfeited; and (ii) any unused coaching sessions shall expire one hundred and eighty (180) days after the activation date of the applicable licensed seat. Customer will not receive a refund of any fees for such forfeited or expired seats or coaching sessions.

**Skillport Compliance ES&H** is a package of Course Objects in the area of Safety and Health, including but not limited to the Global Safety Compliance course, licensed to Customer in US English and any additional languages as set forth in the license table above, 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 Safety Compliance 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.

**Skillport Compliance Legal** 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 performed and the applicable fees shall be executed between the parties.

**Skillport Skillsoft Expert 2.0** is a package of selected assets in the area of business, productivity and collaboration, digital transformation, and technology and developer. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Skillsoft Expert 2.0 throughout the term of this Order Form.

**Skillport Skillsoft Leadership Development Program** is a package of selected assets in the area of leadership development, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillsoft Leadership Development Program throughout the term of this Agreement.

**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 (US) LLC**

**CITY AND COUNTY OF DENVER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CUSTOMER INFORMATION EXHIBIT**

BILL TO	City and County of Denver
CONTACT	Patti Rowe
PHONE	(720) 360-7603
E-MAIL	patricia.rowe@denvergov.org
ADDRESS	201 W Colfax Avenue
CITY	Denver
STATE	CO
COUNTRY	US
ZIP CODE	80202

SHIP TO	City and County of Denver
CONTACT	Patti Rowe
PHONE	(720) 360-7603
E-MAIL	patricia.rowe@denvergov.org
ADDRESS	201 W Colfax Avenue
CITY	Denver
STATE	CO
COUNTRY	US
ZIP CODE	80202