

## NINTH AMENDATORY AGREEMENT

**THIS NINTH 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 7887 E Belleview Ave Ste 600, Englewood, CO 80111 (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, a Sixth Amendatory Agreement dated June 14, 2020, a Seventh Amendatory Agreement dated August 16, 2023, and an Eighth Amendatory Agreement June 12, 2024, to provide the City with an on-line learning solution (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify 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 November 30, 2024, all references to Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, and A-8 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, and A-9, as applicable. Exhibit A-9 is attached and will control from November 30, 2024.
- 2.** Except as amended here, the Agreement is affirmed and ratified in each and every particular.
- 3.** This Ninth 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.
- 4.** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-9**, Order Form.

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**Contract Control Number:** CSAHR-202473581-09 / 201310840-09  
**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-202473581-09 / 201310840-09  
SKILLSOFT (US) LLC

By: Signed by:  
*Tom Infantino*  
2E66212F6F0245A...

Name: Tom Infantino  
(please print)

Title: SVP, North America Sales  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-9  
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 November 2024 (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 and Services Agreement between Skillsoft and City and County of Denver dated 30 May 2013 (the "Agreement").

**1. LICENSE DETAILS**

<b>START DATE:</b> 30 NOVEMBER 2024		<b>END DATE:</b> 29 MAY 2025	
SKILLSOFT PRODUCT		AUTHORIZED AUDIENCE	
PERCIPIO COMPLIANCE SUITE ES&H		2,900	
PERCIPIO COMPLIANCE SUITE LEGAL		550	
PERCIPIO COMPLIANCE SUITE MIGRATION SERVICE		SEE APPENDIX 2	
PERCIPIO SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM		3,200	
PERCIPIO LMS CONNECTOR		2 CONNECTORS	
SKILLSOFT EXPERT 3.0		9,000	

**DEPLOYMENT METHOD:** Percipio

<b>START DATE:</b> 30 NOVEMBER 2024		<b>END DATE:</b> 29 MAY 2025	
SKILLSOFT PRODUCT		AUTHORIZED AUDIENCE	
PERCIPIO COMPLIANCE ES&H		2,900	
PERCIPIO COMPLIANCE LEGAL		550	

**DEPLOYMENT METHOD:** Percipio Compliance

<b>START DATE:</b> 30 NOVEMBER 2024		<b>END DATE:</b> 29 MAY 2025	
SKILLSOFT PRODUCT		AUTHORIZED AUDIENCE	
SKILLSOFT COACHING 6 MONTH SUBSCRIPTION (45 MINUTE SESSIONS)		25	
SKILLSOFT COACHING IMPLEMENTATION SERVICE-ANNUAL		SEE APPENDIX 3	

**DEPLOYMENT METHOD:** Skillsoft Coaching

**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
Stub	USD 0.00*
<b>TOTAL</b>	<b>USD 0.00*</b>

\*See Section 4.1 Termination of Previous Licenses

All fees shall be invoiced annually in advance and are due and payable Other 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.

**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 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 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 Compliance Suite ES&H** is a package of assets in the area of Safety and Health, including but not limited to the Global Safety Compliance course and CAISY. 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. For the purposes of Percipio Compliance Suite ES&H, License Consumption occurs when a Licensed User has accessed an asset within Percipio Compliance Suite ES&H. CAISY is intended to provide a Licensed User with conversational practice and are not intended, and should not be taken, as legal advice.

**Percipio Compliance Suite Legal** is a package of assets in the area of legal compliance, including but not limited to the Global Code of Conduct course and CAISY. 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. For the purposes of Percipio Compliance Suite Legal, License Consumption occurs when a Licensed User has accessed an asset within Percipio Compliance Suite Legal. CAISY is intended to provide a Licensed User with conversational practice and are not intended, and should not be taken, as legal advice.

**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 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 Expert 3.0** is a package of selected assets in the area of business, productivity and collaboration, digital transformation, and technology and developer and 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 Skillsoft Expert 3.0 throughout the term of this Order Form.

#### 4. ADDITIONAL TERMS.

**4.1 TERMINATION OF PREVIOUS LICENSES.** Effective 30 November 2024 the parties agree that Order Form dated 30 May 2024 is terminated and of no further force or effect (the **Terminated Agreement**). The paid but unused portion attributed to the Terminated Agreements is an amount equal to USD 122,019.36 (the **Credit**). Therefore, the license fees due for Year 1 of this Order Form have been reduced by the Credit. No further credits will be due for the Terminated Agreement.

**APPENDIX 1:  
CUSTOMER INFORMATION**

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

**APPENDIX 2:  
PERCIPIO COMPLIANCE SUITE MIGRATION SERVICE**

**BACKGROUND**

Skillsoft’s Percipio Compliance Suite Migration service will guide the Customer through an implementation methodology that focuses on the elements of a successful program launch. The objective of this service is to implement an effective program that can be well communicated, reported upon and delivered to an organization quickly.

A Skillsoft Learning Engagement Consultant will provide consulting on project planning, site configuration, audience setup, library management, and SSO configuration. This process focuses on configuring the environment and does not focus on business processes or complex use cases.

The Percipio Compliance Suite Migration service is intended for customers in one of the following solutions:

Solution 1 (S1) – Customer is currently using Percipio Compliance and moving to Percipio Compliance 2.0

Solution 2 (S2) – Customer is currently using Skillport or Academy Direct and moving to Percipio Compliance 2.0

Any customer that falls outside of these two solution definitions would be considered a new implementation and would use that service for implementation.

**SCOPE AND APPROACH**

**Scope**

**Project Scope and Duration**

The Percipio Compliance Suite Migration project will take approximately six (6) to twelve (12) weeks from the Project Kickoff meeting. Achievement of the schedule requires customer completion of deliverables within the defined timeframes.

**Project Management**

The Percipio Compliance Suite Migration process follows a predefined project plan, with specific activities and deliverables during each step. A Skillsoft Learning Engagement Consultant will serve as the project manager and review the tasks and deliverables with Customer at the start of the project. The Customer will provide a designated Project Manager who will be available for the duration of the project and who will be responsible for coordinating Customer resources and ensuring that Customer deliverables are provided in an accurate and timely manner.

The Percipio Compliance Suite Migration process follows a customer-enablement approach. Customer will perform the majority of pre-launch configuration, with Skillsoft consultants providing basic guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Percipio Compliance Suite environment and provide Customer with administrative access to perform configuration activities.

<b>Compliance Suite Migration Steps</b>	<b>S1</b>	<b>S2</b>
Project Kickoff	x	x
Site build and settings		x
Single sign-on (SSO)		x
Attributes, audiences, and user management		x
Site branding		x
Historical Data Import	x	x
Library management (Custom Content, Curation, Linked Content)	x	x
Site configuration consulting sessions	x	x
Platform launch planning and user acceptance testing	x	x
Launch marketing and communications	x	x
Full launch	x	x
Project close	x	x

**Project Kickoff (All Solutions)**

Focusing on Customer requirements, this kickoff is fundamental to ensure successful implementation and customer alignment. This web-based kickoff will cover a demo of Percipio Compliance 2.0, review set-up considerations, and review the project approach.

### **Site Build and Settings (S2 Only)**

Skillssoft will ensure that the Percipio site is created with the Customer's choice of URL and fulfilled with the correct content.

### **Single sign-on (SSO) (S2 Only)**

Skillssoft will assist Customer with configuring Single Sign-on ("SSO"). Customer system must be the authentication provider for SSO. Customer is responsible for all customer-side SSO implementation and troubleshooting, for securing any necessary certificates, and for providing the required information to Skillssoft. For technical details and list of supported SSO methodologies, please refer to the online product documentation.

### **Attributes, audiences, and user management (S2 Only)**

Skillssoft will support the Customer to create Percipio attributes, audiences, and assignments, and their relationship to Customer learning requirements. Customer can create up to 30 custom employee attributes if desired to manage audiences, reporting, and assignments.

Skillssoft will assist Customer with one (1) initial user data load into Percipio. Customer is responsible for creating a user data file in the required format specified by Skillssoft. After initial data load, data validation and deactivation of incorrect user data will be performed by Customer. Customer may choose to create and maintain user accounts via automated bulk import, whereby user data is loaded to Percipio from a CSV file generated by the Customer's HRIS. Customer is responsible for configuring their HRIS to deliver a CSV file in the format specified by Skillssoft to a secure FTP server at a regular cadence. Skillssoft will configure a schedule within Percipio to pick up and process the file.

### **Site Branding (S2 Only)**

Skillssoft will work with Customer to apply Customer's organizational logo and color scheme to the platform. Branding is limited to the standard options available via the administrative interface of the platform. No customization to the platform is allowed. Customer will provide their organizational logo in the appropriate format defined by Skillssoft.

### **Historical Data Import (All Solutions)**

Skillssoft will work with the Customer to define any Historical Data required from the previous platform if applicable. Skillssoft will perform a one-time extract of the Compliance Completion data from the source system into the required format for Import and import the data into Percipio. The Customer will be provided with the full data set for sign off prior to the actual Import.

### **Library management (Custom Content, Curation, Linked Content) (All Solutions)**

Skillssoft will advise on the process for the customer to curate the Compliance content. This may include some or all of the following: Publishing of Customer's own Custom Content, creation of External Learning Objects and/or Publication of Certitude assets, followed by configuration of Channels/Journeys in Percipio to fit the Customer's Compliance Program.

### **Site configuration consulting sessions (All Solutions)**

To familiarize Customer project team with the platform, Skillssoft will provide access to on-demand, web-based training, as well as up to four (4) hours of supplemental consulting sessions, in blocks of one or two hours, to address specific questions that Customer project team may have. The supplemental consulting will be limited to the scope of this Percipio Compliance Suite Migration project and will focus on technology and enablement. All members of the Customer project team to complete the required online training.

### **Platform launch planning and user acceptance testing (All Solutions)**

Customer is responsible for conducting User Acceptance Testing (UAT) prior to launch, including but not limited to site login, navigation, content launch, content completion, email notifications, and reporting. In the case of identified errors, Customer will complete any required site configuration updates prior to launch; Customer will report any technical issues uncovered during UAT to Skillssoft Support.

### **Launch marketing and communications (All Solutions)**

Skillssoft will provide access to the resources and marketing templates available via Learning Edge, and the engagement management options available in the Percipio admin UI. Configuration of launch communications and/or system-generated notifications is outside the scope of this Percipio Compliance Suite Migration process and is available optionally via additional Skillssoft consulting services offerings.

### **Full Launch (All Solutions)**

Skillssoft will support the customer in planning the full launch and to review and resolve any issues or queries that arise in the two (2) weeks following Go Live.



### **Project Close (All Solutions)**

Two (2) weeks after launch the Skillsoft Learning Engagement Consultant will close the Percipio Compliance Suite Migration project and support will revert to the Customer's Account Team and Skillsoft Support.

### **Outside of Scope**

The following are outside the scope of the Percipio Compliance Suite Migration process, and are optionally available via supplemental consulting statements of work:

- Custom channel and journey design, curation, or needs analysis
- Site configuration by Skillsoft on Customer's behalf (exception of attribute creation, initial user data load, and application of branding)
- Customer-specific reporting or data extract
- Integrations with other systems (exception of SSO and automated bulk import of user data)
- Review or configuration of customer-specific business rules or workflows
- Customer administrator training outside of project team

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 for any additional work, including project scope, fees, payment terms, and any other applicable details specific to such additional work.

*Any change in scope will likely result in a fee, which will be mutually agreed upon in advance, and in writing, by Customer and Skillsoft.*

**Duration and Effort** – The Percipio Compliance Suite Migration project will take approximately six (6) to twelve (12) weeks. Achievement of the schedule requires customer completion of deliverables within the defined timeframes.

**Approach** - The Skillsoft Learning Engagement Consultant will seek confirmation in writing of project priorities, milestones, schedule and objectives. A detailed project plan will be prepared and maintained by the Skillsoft Learning Engagement Consultant.

### **Assumptions**

- Skillsoft will allocate the necessary resources to implement the specific activities outlined within the scope of this Exhibit.
- Customer will ensure access to all individuals whose input is critical to the work defined in this Exhibit and will provide timely reviews of all project deliverables.
- Customer project team should consist of the primary site owner(s) responsible for site configuration decision-making and execution. Customer project team tasks include, but are not limited to, creating user attributes and audiences, uploading user data, configuring Percipio library, etc.
- Customer project team may choose to engage additional resources for customer tasks such as importing user files or configuring authentication providers.

### **CHANGE PROCESS**

Any changes will be documented in a change order document (the "Change Order"). The Change Order shall document the change in services and a fee estimate. Implementation of the change shall be factored into the initial project plan and a modified completion date for the services will be detailed, if necessary. Any changes must be memorialized in a duly executed Change Order before such changes are implemented.

## **TRAVEL AND EXPENSES**

This project does not require Skillsoft resources to be resident on the Customer's site for the duration of the project. However, should there be additional travel or miscellaneous expenses incurred in providing this service, these additional costs will be approved by the Customer in advance, and will be invoiced to the Customer as incurred and are payable net 30 days from date of invoice. No travel charges shall be billed to Customer without Customer's express written approval.

## APPENDIX 3:

### SKILLSOFT COACHING IMPLEMENTATION SERVICE

#### BACKGROUND

The Skillsoft Coaching implementation service will guide the Customer through an implementation methodology that focuses on the elements of a successful program launch. The objective of this service is to implement an effective program that can be well communicated, reported upon, and delivered to an organization quickly.

A Skillsoft implementation consultant will provide consulting on project planning, Skillsoft Coaching platform configuration and customization, branding, and user data requirements. This process focuses on configuring the environment and does not focus on business processes or complex use cases.

The Skillsoft Coaching implementation approach is designed for a small customer project team and is limited to a customer team size of up to five (5) people. Additional customer resources may be required for customer-side tasks, such as preparing user files or configuring authentication providers.

#### SCOPE AND APPROACH

##### Scope

##### Project Scope and Duration

The Skillsoft Coaching implementation project will take approximately four (4) weeks from the initial Skillsoft team and customer team implementation kickoff meeting led by the Skillsoft implementation consultant. Achievement of the schedule requires customer completion of deliverables within the defined timeframes.

##### Project Management

The Skillsoft Coaching implementation process follows a predefined project plan, with specific activities and deliverables during each step. A Skillsoft implementation consultant will serve as the project manager and review the tasks and deliverables with the Customer at the start of the project. The Customer will provide a designated Project Manager who will be available for the duration of the project and who will be responsible for coordinating customer resources and ensuring that the Customer deliverables are provided in an accurate and timely manner.

The Skillsoft Coaching implementation process follows a customer-enablement approach. The Customer will provide the inputs required for pre-launch configuration, with Skillsoft consultants providing basic guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Skillsoft Coaching environment and experience and will provide the Customer with administrative access to perform additional configuration activities if desired.

##### Implementation Kickoff

Focusing on the Customer requirements, this implementation kickoff is fundamental to ensure successful implementation and customer alignment. This web-based kickoff meeting will cover a demo of Skillsoft Coaching, review set-up considerations and customization options for Skillsoft Coaching, and review the project approach.

##### Authentication

Skillsoft will assist the Customer with configuring Single Sign-on ("SSO") to Skillsoft Coaching, if desired. Customer system must be the authentication provider for SSO. The Customer is responsible for all customer-side SSO implementation and troubleshooting, for securing any necessary certificates, and for providing the required information to Skillsoft. For technical details and list of supported SSO methodologies, please refer to the online product documentation.

As an option, if SSO is not available, Customer can utilize the native authentication functionality available in Skillsoft Coaching.

##### User Data Load

Skillsoft will assist the Customer with loading users into the Skillsoft Coaching platform. The Customer is responsible for creating a user data file in the required format specified by Skillsoft. After the data load, data validation will be performed by Customer.

Customer may choose to create and maintain Percipio user accounts via automated bulk import, whereby user data is loaded to Percipio from a CSV file generated by the Customer's HRIS. Customer is responsible for configuring their HRIS to deliver a

CSV file in the format specified by Skillssoft to a secure FTP server at a regular cadence. Skillssoft will configure a schedule within Percipio to pick up and process the file.

### **Branding**

Skillssoft will work with the Customer to apply the Customer's organizational logo to the Skillssoft Coaching platform. Branding is limited to the standard options available via the administrative interface of the platform. No customization to the platform is allowed. Customer will provide their organizational logo in the appropriate format defined by Skillssoft.

### **Library Management**

Skillssoft will provide a one-hour library management overview focusing on custom channels, custom journeys, custom content, and promoting content in Percipio. This session will introduce available functionality, as well as best practices for its use. Curation and setup of custom channels and/or custom journeys are outside the scope of this Skillssoft Coaching implementation process and are available optionally via additional Skillssoft consulting services offerings.

### **Site Configuration Overview**

In the Skillssoft Coaching platform, Skillssoft will configure up to two (2) leadership assessments, up to two (2) manager sentiment surveys, and up to two (2) individual contributor sentiment surveys per contract year. The Customer is responsible for completing the customization for the assessment and survey in the provided workbook to Skillssoft at least two (2) weeks before the cohort launch date mutually agreed upon by Skillssoft and the Customer project teams.

To familiarize Customer project team with the Percipio platform, Skillssoft will provide access to on-demand, web-based training, as well as up to two (2) hours of supplemental consulting sessions, in blocks of one (1) or two (2) hours, to address specific questions that Customer project team may have. The supplemental consulting will be limited to the scope of this Skillssoft Coaching implementation project and will focus on technology and enablement. All members of the Customer project team will complete the required online training.

### **Reporting**

Skillssoft will enable standard reporting functionality, which is available to Customer administrators via the Skillssoft Coaching Enterprise Dashboard. The Coaching Customer Success Manager (CSM) will provide training to the Customer on the built-in reporting available within the Enterprise Dashboard.

The creation of additional or customer-specific reports is outside the scope of the Skillssoft Coaching implementation process and is available optionally via additional Skillssoft consulting services offerings.

### **User Acceptance Testing**

Skillssoft will conduct Quality Assurance (QA) in the Skillssoft Coaching platform before cohort launch, including site login, assessment and survey launch and completion, and email notifications. Skillssoft will report any technical issues uncovered during QA to Skillssoft Support.

Skillssoft will setup a test user in the Skillssoft Coaching platform for the Customer to review the site before the first cohort launch. The Customer is responsible for conducting User Acceptance Testing (UAT) in the platform before launch. In the case of identified errors, the Customer will report any technical issues uncovered during UAT to Skillssoft.

### **Skillssoft Coaching Cohort Launches**

Skillssoft will assist the Customer with all Skillssoft Coaching cohort launches per contract year. The Customer is responsible for defining the participants of each cohort. Participant launches outside of a cohort should be discussed and agreed upon by Skillssoft and the Customer.

The launch date/time will be mutually agreed upon by the Skillssoft and Customer project teams.

The Customer is responsible for providing all inputs for the above activities in the provided workbook to Skillssoft at least two (2) weeks prior to the cohort launch date.

### **Outside of Scope**

The following are outside the scope of the Skillssoft Coaching implementation process, and are optionally available via supplemental consulting statements of work:

- Custom channel and journey design, curation, or needs analysis
- Platform customization
- Customer-specific reporting or data extract
- Integrations with other systems (exception of SSO and automated bulk import of user data)
- Review or configuration of customer-specific business rules or workflows
- Customer administrator training outside of project team

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

*Any change in scope will likely result in a fee, which will be mutually agreed upon in advance, and in writing, by Customer and Skillsoft.*

**Duration and Effort** – The Skillsoft Coaching implementation project will take approximately four (4) weeks. Achievement of the schedule requires customer completion of deliverables within the defined timeframes.

**Approach** – The Skillsoft implementation consultant will seek confirmation in writing of project priorities, milestones, schedules, and objectives. A detailed project plan will be prepared and maintained by the Skillsoft implementation consultant.

#### **Assumptions**

- Skillsoft will allocate the necessary resources to implement the specific activities outlined within the scope of this Exhibit.
- Customer will ensure access to all individuals whose input is critical to the work defined in this Exhibit and will provide timely reviews of all project deliverables.
- Customer project team should consist of the primary site owner(s) responsible for site configuration decision-making and execution.
- Customer project team may choose to engage additional resources for customer tasks such as importing user files or configuring authentication providers.
- Implementation Services defined in this Exhibit will be applicable to each contract year and will include up to four (4) cohort launches as defined in Section 2.1. Any additional cohort launches will be on a fee basis and available via Skillsoft's On-Demand Services.

#### **CHANGE PROCESS**

Any changes will be documented in a change order document (the "Change Order"). The Change Order shall document the change in services and a fee estimate. Implementation of the change shall be factored into the initial project plan and a modified completion date for the services will be detailed, if necessary. Any changes must be memorialized in a duly executed Change Order before such changes are implemented.

#### **TRAVEL AND EXPENSES**

This project does not require Skillsoft resources to be resident on the Customer's site for the duration of the project. However, should there be additional travel or miscellaneous expenses incurred in providing this service, these additional costs will be approved by the Customer in advance and will be invoiced to the Customer as incurred and are payable net 30 days from date of invoice. No travel charges shall be billed to Customer without Customer's express written approval.