

EIGHTH AMENDATORY AGREEMENT

THIS EIGHTH 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, a Sixth Amendatory Agreement dated June 14, 2020, and a Seventh Amendatory Agreement dated August 16, 2023, to provide the City with an on-line learning solution (the “Agreement”); and

WHEREAS, the Agreement expired by its terms on May 29, 2024, 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, 2024, all references to Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, and A-7 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, and A-8, as applicable. Exhibit A-8 is attached and will control from May 30, 2024.

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 30, 2025 (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 Eight Hundred Thirty-Eight Thousand Six Hundred Seventy-Seven Dollars and Twenty-Four Cents (\$2,838,677.24). 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. Effective upon execution, a new Section 37, titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is hereby added to the Agreement and shall read as follows:

“37. **COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned

wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

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

6. This Eighth 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.

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

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Contract Control Number: CSAHR-202473581-08 / 201310840-08
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-202473581-08 / 201310840-08
SKILLSOFT (US) LLC



DocuSigned by:
Matthew Glitzer
By: 6AADCCFE20EA4BE...

Name: Matthew Glitzer
(please print)
Title: Chief Revenue Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-8**ORDER FORM**

This Order Form together with any Appendices attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 30 May 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**START DATE:** 30 MAY 2024**END DATE:** 29 MAY 2025

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

DEPLOYMENT METHOD: Percipio Compliance**START DATE:** 30 MAY 2024**END DATE:** 29 MAY 2025

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO LMS CONNECTOR	2 CONNECTORS
SKILLSOFT EXPERT 3.0	9,000
PERCIPIO SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	3,200

DEPLOYMENT METHOD: Percipio**START DATE:** 30 MAY 2024**END DATE:** 29 MAY 2025

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

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services**START DATE:** 30 MAY 2024**END DATE:** 29 MAY 2025

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLSOFT COACHING 6 MONTH SUBSCRIPTION (45 MINUTE SESSIONS)	25
SKILLSOFT COACHING IMPLEMENTATION SERVICE-ANNUAL	SEE APPENDIX 2

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
Y1	USD 246,061.15
TOTAL	USD 246,061.15

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.

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 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 3-Way Coaching Session is a thirty (30) minute session between the user, coach, and the user's manager.

Skillsoft Coaching 6 month Subscription (45 Minute Sessions) provides (i) access to the Skillsoft Coaching platform, with curated content and an enterprise metrics dashboard; (ii) access to 1-on-1 coaching sessions of up to forty-five (45) minutes each per seat; and (iii) access to Skillsoft Coaching 3-Way Coaching Session, licensed for a period commencing upon login into the platform for up to six (6) months or until expiration of the License Term set forth in this Order Form (iv) access to Percipio Skillsoft Leadership Development Program deployed on the Percipio platform. Customer acknowledges that any seats activated with less time than the seat provides will not be credited back for the lost time, and seats not activated on or before the expiration date of the Order Form shall be forfeited; and (v) Customer will not receive a refund of any fees for such forfeited or expired seats. Customer acknowledges that seats cannot be swapped to another user after one (1) coaching session has been completed by the original assigned user.

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 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.

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.

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 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

APPENDIX 2: 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 Skillsoft to a secure FTP server at a regular cadence. Skillsoft 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.