FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **SKILLSOFT CORPORATION**, a Delaware corporation whose address is 107 Northeastern Blvd., Nashua, New Hampshire 03062 (the "Contractor"), jointly ("the Parties").

WITNESSETH:

- A. The Parties entered into an Agreement dated June 19, 2013, a First Amendatory Agreement dated July 21, 2014, a Second Amendatory Agreement dated June 28, 2016, and a Third Amendatory Agreement dated June 8, 2017 (collectively, the "Agreement") to provide the City with an on-line learning solution and to import third-party course progress/completion data into Skillport, and to have the option to integrate that data into Skillport views or reporting.
- **B.** The Parties wish to amend the Agreement to increase funding and extend the term as set out in the attached Order Form.

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

1. 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 **ONE MILLION SEVEN HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED NINETY-SEVEN DOLLARS AND 95/100 CENTS** (\$1,724,997.95). 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."
- 2. As herein amended, the Agreement is affirmed and ratified in each and every particular.
- 3. This Fourth Amendatory Agreement will not be 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:	
IN WITNESS WHEREOF, the parties h Denver, Colorado as of	ave set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By



Contract C	Control Number:	CS	SAHR-2013 10840-04
Contractor	Name:	SK	LILLSOFT CORPORATION
18.			
22			Maria
		Ву:	Melissa Mill
			Melissa Taity
		Name:	Manager, Revenue & Royalties
			(please print)
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1		ATTE	ST: [if required]
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		ву:	10/1/
			Brian Prusak Vice President
			Finance Operations
		Name:	
			(please print)
		Title:	



(please print)



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 2018 (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 19 June 2013 (the "Agreement").

1. LICENSE DETAILS

LICENSE TERM: START DATE: 30 MAY 2018 END DATE: 29 MAY 2019

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE	
DESKTOP & IT VIDEOS - PROMOTIONAL	7,500	
ES&H COURSEWARE COLLECTION	2,970	
GIGABYTES WITH CUSTOM CONTENT PUBLISHING SOLUTION: 4 GIGABYTES	N/A	
LEADERSHIP CHANNEL	2,000	
LEGAL COMPLIANCE COURSEWARE COLLECTION	2,000	
*MAINTENANCE SERVICES	N/A	
PROGRAM AWARENESS SERVICE	EXHIBIT D	
SITE CONFIGURATION MAINTENANCE	EXHIBIT C	
SKILLCHOICE BUSINESS	7,500	
SKILLCHOICE DESKTOP	7,500	
SKILLCHOICE IT	309	
SKILLSTUDIO	UP TO 4 DEVELOPERS	

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services

*Maintenance Services provided under SOW No. CCD2915 dated 2 September 2015 are extended through the License Term of this Order Form and such SOW is incorporated by reference herein.

Special Use of Skillsoft Confidential Information (Special Use)

- (a) The parties recognize that there may be investigations, proceedings, disputes, or lawsuits (each a **Special Event**) where Customer is asked to share with limited third parties certain Skillsoft materials that Skillsoft considers to be proprietary and/or confidential, including without limitation, course transcripts, course rosters, course printouts, or other materials containing trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, reports, studies and other technical and business information, regardless of the existence or absence of any confidentiality markings thereon (**Confidential Information**). Customer acknowledges that Skillsoft claims its Confidential Information as a special, valuable and unique asset.
- (b) Skillsoft permits Customer to use Confidential Information solely in connection with a Special Event, provided that Customer i) promptly notifies Skillsoft of the Special Event and the parties involved, ii) keeps in confidence all Confidential Information and does not directly or indirectly use Confidential Information for its own benefit, or use it for any purpose other than the Special Event, except as expressly provided for in this Agreement, or iii) does not disclose Confidential Information to any third party other than the third party requesting the Confidential Information in connection with the Special Event (the **Requesting Party**) or the Requesting Party's counsel. Should Customer be faced with a Special Event where the Confidential Information may be made available to the public, as evidence or otherwise, the Customer shall promptly notify Skillsoft and, upon the request of Skillsoft, shall cooperate with Skillsoft in either contesting such a disclosure, or ensuring that a protective order or non-disclosure agreement is in place prior to such disclosure, such that the Confidential Information can only be used for the purposes deemed necessary by the investigator, presiding court or government body in carrying out its duties and responsibilities in connection with the Special Event, and for no other purposes.
- (c) All information furnished under this Special Use Section shall remain the property of Skillsoft and shall be returned to it or destroyed promptly at Skillsoft's request together with all copies made of such information by Customer, the Requesting Party, or any other third parties permitted access to the Confidential Information. At the conclusion of the Special Event, the parties agree that it shall be the Customer's duty under this Agreement to give to Skillsoft, and to obtain from the Requesting Party and/or Requesting Party's counsel in the Special Event, a written representation that the materials produced hereunder have been returned or destroyed, as the case may be, and that no copies of the Confidential Information have been retained by them.
- (d) Customer acknowledges that its breach of this Special Use Section may result in immediate and irreparable harm to Skillsoft, for which there will be no adequate remedy at law, and Skillsoft shall be entitled to equitable relief to compel Customer to cease and desist all unauthorized use and disclosure of Confidential Information.
- 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	\$287,006.00
TOTAL	\$287,006.00



All fees shall be invoiced annually in advance and are due and payable 100% net 350 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.
- 4. For the purposes of this Order Form only, **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.

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.

Desktop & IT 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 Desktop & IT Videos collection at any time during the License Term of this Order Form.

Environmental, Safety & Heath (ES&H) Courseware Collection is a package of the following Skillsoft products 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:

Safety and Health Solution Area Platform Software

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 Skillsoft in connection with any video lesson. Skillsoft 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 Skillsoft products 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:

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. Skillsoft 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 Platform Software, Mentoring Service and selected Course Objects and Referenceware in the area of business skills, in US English and any additional languages as set forth in the license table above, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the SkillChoice Business package throughout the term of this Order Form.

SkillChoice Desktop is a prepackaged offering of the Platform Software, Mentoring Service and selected Course Objects and Referenceware in the area of desktop skills, in

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US English and any additional languages as set forth in the license table above, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the SkillChoice Desktop package throughout the term of this Order Form.

SkillChoice IT is a prepackaged offering of the Platform Software, Mentoring Service and selected Course Objects and Referenceware in the area of IT skills, in US English and any additional languages as set forth in the license table above, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the SkillChoice IT package throughout the term of this Order Form.

Skillport® via Extranet Hosting Services shall mean Skillport delivered through a method of delivery and access to the Course Object(s) and Skillport whereby Skillsoft shall host the Course Object(s) and Skillport on Skillsoft servers and Customer may obtain access to the Course Object(s) and Skillport on Skillsoft servers through the World Wide Web. Skillsoft 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 outlin

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

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; and/or (iii) removal of any retired Course Object from the licensed Solution Area. Skillsoft reserves the right to determine the schedule of Updates. 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.

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	Signature	
Print Name	Print Name	
Title	Title	
Date	Date	



CUSTOMER INFORMATION EXHIBIT A

BILL TO	City and County of Denver	SHIP TO	City and County of Denver
CONTACT	Chris Longshore	CONTACT	Chris Longshore
PHONE	(720) 913-5657	PHONE	(720) 913-5657
E-MAIL	christopher.longshore@denvergov.org	E-MAIL	christopher.longshore@denvergov.org
ADDRESS	201 W Colfax Avenue	ADDRESS	201 W Colfax Avenue
CITY	Denver	CITY	Denver
STATE	СО	STATE	co
COUNTRY	US	COUNTRY	US
ZIP CODE	80202	ZIP CODE	80202



SKILLSTUDIO LICENSE TERMS EXHIBIT B

SKILLSTUDIO DEFINITIONS:

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

'Course Player' shall mean the software program developed and owned by Skillsoft that can be deployed via a web browser or can be downloaded to a user personal computer where courses can be played in 'off-line' mode when the PC is not connected to the network and which (i) launches and presents the courses to the user; (ii) enables the toolbar features of the courses to function; (iii) controls 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 Skillsoft that make up the Skillsoft Course(s) that is/are herein licensed to Customer to create Customized Course(s) using SkillStudio. The Course Source Code provided hereunder shall be further defined in writing.

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

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

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

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

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

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

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

SKILLSTUIDIO LICENSE DETAILS:

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

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

Developers must complete Skillsoft's Basic Blended Learning Training program consisting of a two (2) day training to be delivered virtually (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. Non-attendance to a scheduled training session may result in an additional fee equal to 35% of the training cost.

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

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

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

Skillsoft 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. Skillsoft 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 Skillsoft's then-current pricing for training and consulting services.

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



Customer Success Site Configuration Refresh Service Exhibit C

Ideal for organizations that require a complete site configuration reset

Term of engagement: approximately 4 weeks

Services delivered by Skillsoft Customer Success provide clients with resources and expertise that internal L&D teams need to ensure a dynamic release for their new learning environment. By leveraging the collective knowledge and experience of our Platform Specialist resources, our client partners are free to focus on aligning the learning to critical business initiatives to ensure optimal value is achieved. Each deliverable associated with these comprehensive engagements will leverage our industry expertise and best practices to ensure the delivery of an optimized learning ecosystem.

Benefits:

- · You will work with experts to create a learning environment that will optimize your investment in Skillsoft digital technologies
- Your Platform Specialist will provide best practices for integrating the learning technologies into the daily workflows of your employees to inspire adoption of the learning
- Facilitate effective deployment and adoption of the learning programs across the organization to maximize your investment in learning
- · With refreshed learner/organization data in the system, you enable stronger reporting & data mining opportunities
- Fully customized administrator training enables easy site administration

A summary of what to expect from your site configuration engagement is as follows:

Configuration planning

Designing a back-end user hierarchy and content assignment structure that will support both your current and future organizational needs is key to achieving and reporting on program value. Your Skillsoft team will work with you to understand the most efficient way for you to achieve and maintain these structures.

Three phases of program configuration

Phase I Driven by your technical requirements and strategic objectives, your Platform Specialist will guide you through the configuration of your platform, ensuring that it is optimized for the unique needs of your program.

Phase II

User management and content assignment structure is key to effective program management. Your Platform Specialist expert will work with you to understand your organizational structure, audience needs and how to best present content to those audiences.

Phase III

The last phase will focus on planning for your future program management success. A variety of administrator training options are available to best meet your needs and provide you with the knowledge and skills required to manage a successful program beyond configuration.

Contact services@skillsoft.com for details.

Conditions of engagement

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

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



Customer Success Program Awareness Service Exhibit D

Ideal for clients who are in need of assistance with marketing communications to their target audiences Term of engagement: 12 months

Services delivered by Skillsoft Customer Success provide clients with resources and expertise that internal L&D teams need to ensure a dynamic learning experience across their organization. By leveraging the collective knowledge and experience of our Platform Specialists, our client partners are free to focus on aligning the learning to critical business initiatives to ensure optimal value is achieved. Each deliverable associated with the Program Awareness engagement will leverage our industry expertise and best practices to inspire the success of your program through effective communication.

Benefits:

- Drive more program awareness, adoption of learning to deliver value to the organization
- Alleviate marketing administration burden on client resources
- Your Platform Specialist will provide best practices for designing, branding & deploying effective communications to inspire adoption of the learning
- Evaluation of communication cadence and method to ensure the marketing is aligned to client organizational culture

What to expect:

We recognize that many organizations and L&D departments work hard to build a corporate and learning brand. Designing an engaging communication campaign that highlights that brand and the value of the learning available can greatly increase the adoption of your program. Skillsoft Platform Specialists will help you design promotional material that resonates with your learners, helps increase adoption of learning and drives overall program success. You can expect:

- A 12 month custom marketing project plan to track the deliverables and responsibilities
- 12 branded marketing/promotional items selected from a library of successful, engaging templates these materials will be based on your branding requirements and the particulars of your program
- Distribution of materials to various audiences through ExactTarget
- Basic reporting to determine the effectiveness of communications (data included: % of audience that opened the distribution, # of people that clicked through to the resource)

Conditions of engagement

- Identify a Program Sponsor/Manager, IT Contact and Marketing Contact (as necessary) to work with the designated Platform Specialist to guide the overall
 communication strategy
- · Provide Skillsoft with corporate branding requirements, logos and graphics, access to targeted audiences and content access instructions (if leveraging a TPLMS)
- Provide contact details to IT contact to test delivery of targeted messages