

SIXTH AMENDATORY AGREEMENT

This **SIXTH 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, a Third Amendatory Agreement dated June 8, 2017, a Fourth Amendatory Agreement dated May 9, 2018, and a Fifth Amendatory Agreement date June 12, 2019 (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.

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

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

“**4. TERM:** The Term of the Agreement is from May 30, 2013 through May 29, 2023 (the “Term”).”

2. 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 **TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED FORTY-NINE DOLLARS AND 96/100 CENTS (\$2,396,549.96)**. 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.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Sixth 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: CSAHR-202054443-06
Contractor Name: SKILLSOFT CORPORATION

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:

Mayor

Clerk and Recorder, Ex-Officio Clerk of the City
and County of Denver

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

Assistant City Attorney

Manager of Finance

By:

Auditor

Contract Control Number:
Contractor Name:

CSAHR-202054443-06
SKILLSOFT CORPORATION

By:  233A9CEC913F421...

Name: Melissa Talty
(please print)

Title: Sr Manager Revenue
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-6

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 2020 (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 Agreement between Skillsoft and City and County of Denver dated 30 May 2013 (the "Agreement").

1. LICENSE DETAILS

LICENSE TERM: START DATE: 30 MAY 2020

END DATE: 29 MAY 2023

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT COMPLIANCE ES&H	2,400
SKILLPORT COMPLIANCE LEGAL	550
SKILLPORT SKILLSOFT EXPERT	ENTERPRISE
SKILLPORT SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	ENTERPRISE

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services

Enterprise. The parties acknowledge and agree that for the purposes of this Order Form, "Enterprise" shall mean unlimited use of the Skillsoft Products licensed in this Order Form by the Authorized Audience. As of the date of this Order Form, the total knowledge worker population of the Authorized Audience is 9,000. In the event that the total population of the Authorized Audience increases by more than 10%, whether organically or through acquisition, then the parties agree to negotiate in good faith an increase the fees based on the adjusted Expected Utilization, to take effect upon the next annual anniversary date.

In the event that Customer acquires an entity that has an active Skillsoft agreement and/or Order Form ("Acquired Agreement"), then the parties agree that Skillsoft will continue to provide, and Customer will continue to pay for, the Skillsoft Products licensed under that Acquired Agreement through its expiration date. To the extent that the Skillsoft Products licensed under that Acquired Agreement are, in whole or in part, duplicative to the Skillsoft Products licensed herein, then the parties may negotiate in good faith to substitute other Skillsoft Products of the same value for the remaining term of the Acquired Agreement. For the avoidance of doubt, under no circumstances will Customer be entitled to terminate any Acquired Agreement prior to its expiration date, except as otherwise provided in the Acquired Agreement, even if the acquisition event has resulted in an increase in fees as set forth in the previous paragraph.

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	\$160,000.00
Y2	\$170,517.34
Y3	\$170,517.34
TOTAL	\$501,034.67

All fees shall be invoiced annually in advance and are due and payable 100% net 30 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.

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.

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



subject to the Authorized Audience level, in accordance with the terms and conditions set forth herein. Customer acknowledges that for Customer to enable full use of the Global Safety Compliance course, customizations are required. In the event that Customer elects to have Skillsoft perform such customizations a mutually agreeable Statement of Work setting forth the work to be performed and the applicable fees shall be executed between the parties.

Extranet Hosting Services with Open Learning Services shall mean a method of delivery and access to the Course Object(s) whereby Skillsoft shall host the Course Object(s) on Skillsoft servers using Skillsoft's Open Learning Services Architecture. The 'Open Learning Services Architecture' is Skillsoft's proprietary platform through which Customer may access the Course Object(s) through an application interface via the World Wide Web. Skillsoft will provide all Extranet Hosting Services with Open Learning Services as they relate to management of Course Object(s) including securing server space, installation and maintenance of Course Object(s) and allocation of bandwidth. If Customer licenses Extranet Hosting Services with Open Learning Services and Skillsoft releases any Updates to Extranet Hosting Services with Open Learning Services, Skillsoft and Customer shall work together to determine a mutually agreeable time to upgrade the Customer 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 Extranet Hosting Services with Open Learning Services. Skillsoft reserves the right to upgrade Customer's version of Extranet Hosting Services with Open Learning Services site at any time. These upgrades may be conducted during production time.

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 be performed and the applicable fees shall be executed between the parties.

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

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

Skillport Skillsoft Expert is a package of selected assets in the areas of business, management, productivity & collaboration tools and technology & developer, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Skillsoft Expert throughout the term of this Order Form.

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

BILL TO	City and County of Denver
CONTACT	Chris Longshore
PHONE	(720) 913-5657
E-MAIL	christopher.longshore@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) 913-5727
E-MAIL	patricia.rowe@denvergov.org
ADDRESS	201 W Colfax Avenue
CITY	Denver
STATE	CO
COUNTRY	US
ZIP CODE	80202