





Storage Allowance, Customer will be charged at the price per gigabyte of \$70.00.

**LICENSE FEES.** Customer's total committed license fees hereunder are set forth below and are calculated as follows. 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	\$995.00
TOTAL	\$995.00

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

**AUTO RENEWAL.** Following the End Date of the License Term set forth in Section 1 (the "Initial Term"), unless terminated in accordance with this Agreement (or as otherwise expressly permitted herein), this Agreement will automatically renew for an additional twelve (12) month term, and shall continue to automatically renew every year thereafter on the anniversary of the Effective Date (each such renewal, a "Renewal Term"). Either party may opt out of any prospective Renewal Term by notifying the other party in writing at least thirty (30) days prior to the commencement of such Renewal Term.

During each Renewal Term, Customer shall license the same Skillsoft Products for the same number of Authorized Audience members that were licensed and paid for (specifically excluding any promotional or free of charge Skillsoft Products and/or Authorized Audience members and/or any "one time" course or platform customization services) as of the End Date of the preceding Initial Term or Renewal Term, as applicable. For clarification purposes, "one time" course or platform customization services shall mean the initial work required to perform such customizations, however, ongoing maintenance fees related to such one-time customizations shall automatically renew.

All license fees payable during any Renewal Term shall be payable annually in advance in accordance with the payment terms set forth in this Agreement for the Initial Term.

Skillsoft reserves the right, at its sole discretion, to increase the license fees for any Renewal Term by up to 3% of the license fees paid for the then-current license year ("Price Increase Option"). In the event Skillsoft elects to exercise such Price Increase Option, Skillsoft will notify Customer no less than sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable. Such notice may be provided via email.

### LICENSE TERMS AND CONDITIONS

Subject to the restrictions stated herein Skillsoft grants to the Customer who has executed this Agreement below, and Customer accepts, a nonexclusive, non-transferable license, without the right to sublicense, to the products and services selected (hereinafter the products and services selected shall be collectively referred to as the **Skillsoft Products**) for internal training purposes only for Customer employees, without the right to exchange during the License Term except as set forth herein. Skillsoft agrees that Customer may reassign: a) up to the total number of the Authorized Audience learner IDs in each agreement year effective on the anniversary of the License Term or b) for Customer's full-time regular employees, at any time during the License Term provided the learner IDs are reassigned from learners no longer employed with Customer effective that year.

The license does not convey any ownership rights to Customer in the Skillsoft Product(s), Skillsoft's web site architecture or other Skillsoft proprietary information, but only a limited use right pursuant to this Agreement. Customer shall not (a) transfer, rent, lease, loan or disclose the Skillsoft Product(s) or intellectual property to any third party; (b) reverse engineer, disassemble, decompile or attempt to derive source code from the Skillsoft Product(s); (c) modify or create derivative works based upon the Skillsoft Product(s); (d) remove any proprietary notices, or trademarks or service marks on any Skillsoft Product(s); (e) merge the Skillsoft Product(s), with another program; (f) use the Skillsoft Product(s), for any purposes other than those stated in the Agreement; (g) have any right to any source code for the Skillsoft Product(s), or (h) permit any party not specifically licensed herein to use the Skillsoft Product(s).

Customer shall ensure that only the members of the Authorized Audience licensed herein access the Skillsoft Product(s). Customer will maintain records of all use and copying of the Skillsoft Product(s) and assignment of all login identifications used to access the Skillsoft Product(s). Skillsoft shall have the right to examine such records and to audit Customer's access to and usage of the Skillsoft Product(s) to verify compliance with the Agreement. Upon expiration or termination of the License Term, Customer will delete any copies of the Skillsoft Products or Skillsoft Intellectual Property from its computer(s) or server(s) and destroy (and certify as destroyed) or return to Skillsoft all such copies.



If the Skillsoft Products licensed herein are deployed outside of Skillsoft's learner management systems, Customer agrees to submit a report to Skillsoft at the end of each calendar month ("Monthly Usage Report"). The Monthly Usage Report shall include details of all users of the Skillsoft Products. The purpose of the Monthly Usage Report shall be to show the number of Licensed Users that accessed the Skillsoft Products in the preceding month.

Skillsoft regularly updates its software platforms to serve the needs of its customers, improve the learner experience, and utilize changes in available technology. In the event that Skillsoft introduces a new platform during the term of this Agreement, the parties will meet to assess the new platform and develop a mutually acceptable plan for the migration of Customer to the new platform.

Either party may only cancel the Agreement (a) by giving ten (10) days written notice if a material breach remains uncured thirty (30) days after the breaching party receives written notice thereof from the other party. In the event that Skillsoft terminates the license and this Agreement based on the foregoing sentence, Skillsoft reserves all rights and remedies available at law, including but not limited to collection of all committed License Fees.

Effective 30 days after the termination or expiration of this Agreement, Skillsoft shall have the right to shut down any and all Customer-specific Skillsoft LMS site(s). If Customer requests Customer Data within 30 days of such termination or expiration, Skillsoft will make available to Customer an electronic copy of the Customer Data, however, any additional formatting or other work involving Customer Data shall be subject for an additional fee at Skillsoft's then-current rates. After such 30-day period, Skillsoft shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, in accordance with Skillsoft's internal policies. Skillsoft will not provide copies or extracts of Customer Data unless all amounts due and owing, including any Committed License Fees, Overage fees, or any other fee or charge associated with Customer's use of the Skillsoft Products and/or services, have been paid by Customer. For purposes of this Agreement, "Customer Data" means any data, information or material provided or submitted to Skillsoft by the Customer in connection with Customer's use of the Skillsoft Products.

In order to protect Skillsoft's licensors and/or publishers intellectual property rights, Skillsoft may disable any individual's access to the Skillsoft Product(s) immediately if, such individual's use of the license violates the terms and conditions of this Agreement.

The license fees set forth above do not include taxes. Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with this Agreement, including without limitation, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments. If Customer fails to pay any applicable tax, then Skillsoft may pay such tax on Customer's behalf and seek reimbursement from Customer.

Skillsoft shall not be liable for any special, incidental, indirect, exemplary or consequential damages (including without limitation loss of profits, loss of data, costs of cover), however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement. These limitations will apply even if Skillsoft has been informed of the possibility of such damages. FURTHERMORE, IN NO EVENT SHALL SKILLSOFT'S LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OR RESULTING FROM CUSTOMER'S USE OF ANY SKILLSOFT PRODUCT(S) EXCEED THE LICENSE FEES PAID UNDER THIS AGREEMENT WITH RESPECT TO SUCH SKILLSOFT PRODUCT(S).

SKILLSOFT GRANTS NO WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SPECIFICALLY, AND NOT IN LIMITATION OF FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

This Agreement and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state of New Hampshire without reference to its conflicts or choice of law provisions. All claims, disputes and/or lawsuits in connection with this Agreement shall be brought in the courts of the state of New Hampshire, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts. Both parties will comply with all applicable international, federal, state, and local laws and regulations in performing its obligations hereunder, including, without limitation, all U.S. export regulations. Contractor Services licensed under this Agreement are Commercial Computer Software under United States Federal Government Acquisition Regulations and agency supplements thereto. Contractor Services are provided to the federal government and its agency only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial software developed at private expense and not in the public domain. The use, duplication or disclosure by the government is subject to restrictions as set forth in subdivision (c) (1) (ii) of the Rights in Technical Data and Computer Software at DFAR 252 227-7013. Unless exempt, Customer and Skillsoft shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. If applicable, the Customer and Skillsoft shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29



CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.

Customer will be eligible to participate in Skillsoft's customer reference program which may include, but is not limited to, participation in customer case studies, press releases, collateral, and opportunities with media and industry analysts. Skillsoft is permitted to use Customer's name and logo in lists with other customers (including listing of customer's on its website). However, Skillsoft shall not use Customer's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance authorization from Customer, which will not be unreasonably delayed, conditioned or withheld. Except as set forth in this Section above, there shall be no public announcement of this Agreement or the relationship between the Parties without mutual review and approval by both Parties, except as part of required governmental filings, SEC filings, quarterly earnings announcements and financial presentations.

This Agreement, set forth in US English, (including Exhibits attached hereto) constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous proposals, agreements and representations between them, whether written or oral, including any translated versions. If any provision of this license is not enforceable, it will be severed from this license and the remainder will remain in full force and effect. Customer shall not assign the Agreement in whole or in part, whether by operation of law or otherwise, without the advance, written consent of Skillsoft. Any purported transfer or assignment in violation of this Agreement shall be null and void and of no force and effect. This Agreement may only be amended in writing signed by Customer and an authorized signatory of Skillsoft that explicitly states that it is intended to amend this Agreement. No terms contained in Customer purchase orders, acknowledgments, shipping documents or other forms or documents shall have any force or effect over the licenses granted herein. The failure or delay by either party in exercising any right or remedy hereunder shall not operate as a waiver of any such right, power or remedy. Waiver by either party of any default shall not waive any prior, concurrent or subsequent defaults by the other party.

The authorized representatives of Skillsoft and Customer have executed this Agreement signifying their agreement to its contents.

**SKILLSOFT CORPORATION**

**CITY OF EL MIRAGE**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

CUSTOMER INFORMATION EXHIBIT

BILL TO	City of El Mirage
CONTACT	Tom Bacome
PHONE	(623) 876-2991
E-MAIL	tbacome@elmirageaz.gov
ADDRESS	10000 N El Mirage RD
CITY	El Mirage
STATE	AZ
COUNTRY	USA
ZIP CODE	85335

SHIP TO	City of El Mirage
CONTACT	Tom Bacome
PHONE	(623) 876-2991
E-MAIL	tbacome@elmirageaz.gov
ADDRESS	10000 N El Mirage RD
CITY	El Mirage
STATE	AZ
COUNTRY	USA
ZIP CODE	85335