



ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 8 May 2023 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and City of El Mirage ("Customer"), and by this reference this Order Form incorporates the Master License General Terms and Conditions available at <https://www.skillsoft.com/mlatermsandconditions/24may2021> (the "Agreement"). For the avoidance of doubt, pursuant to Section 10.16 of the Agreement, the Agreement may only be modified via a written document executed by both parties.

WHEREAS, Customer desires to use the products and/or services described in this Order Form; and

WHEREAS, Skillsoft is willing to license the products and/or services described in this Order Form to Customer upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Skillsoft and Customer agree as follows:

1. LICENSE DETAILS

START DATE: 8 MAY 2023

END DATE: 7 MAY 2024

START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
8 MAY 2023	7 MAY 2024	PERCIPIO TECH & DEV EXPERT WITH CODECADEMY	3

DEPLOYMENT METHOD: Percipio

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 537.42
TOTAL	USD 537.42

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

RENEWAL. Upon the End Date of the License Term set forth herein (the "Initial Term"), and unless terminated in accordance with the Agreement (or as otherwise expressly permitted herein), the subscriptions contained herein shall renew for an additional twelve (12) month term and shall continue to automatically renew each 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 sixty (60) 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, any Skillport products, 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 Order Form for the Initial Term.

Skillsoft reserves the right, at its sole discretion, to increase the license fees for any Renewal Term by the greater of (i) 3% of the license fees paid for the then-current license year; or (ii) the increase in the U.S. Consumer Price Index for All Urban Consumers (or applicable national inflation measure if outside the United States) over the prior twelve months. In the event Skillsoft elects to implement such a price increase, Skillsoft will notify Customer no less than ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable. Such notice may be provided via email, and such notice may be provided in the form of a quote for the pending Renewal Term showing the pending price increase.

3. ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

Licensed User shall mean an individual employee of Customer based in the Territory who is authorized by Customer to access the Skillsoft Products.

Territory shall mean North America, however, if any portion of the Territory is subject to an embargo or other legal restriction imposed on either party, that portion of the Territory shall be deemed excluded from the definition of "Territory".



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.

Percipio Technology & Developer Expert is a package of selected assets in the area of technology & developer, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Percipio Technology & Developer Expert throughout the term of this Agreement.

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.

4. ADDITIONAL TERMS.

Notices: Notices shall be sent to the respective addresses of each party as follows:

If to Skillsoft:
Skillsoft (US) LLC
300 Innovative Way
Suite 201
Nashua, NH 03062
Attn: Contracts Dept Admin
Email: contractcopies@skillsoft.com

If to Customer:
City of El Mirage
12428 W. Thunderbird
El Mirage,
AZ,85335
Attn: Tom Bacome

Governing Law and Venue. 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 Delaware 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 Delaware, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts.

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 (US) LLC

CITY OF EL MIRAGE

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date



CUSTOMER INFORMATION EXHIBIT

BILL TO	City of El Mirage
CONTACT	Tom Bacome
PHONE	(623) 876-2991
E-MAIL	tbacome@elmirageaz.gov
ADDRESS	12428 W. Thunderbird
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	12428 W. Thunderbird
CITY	El Mirage
STATE	AZ
COUNTRY	US
ZIP CODE	85335