

**AGREEMENT BETWEEN ALACHUA COUNTY AND SKILLSOFT CORPORATION
FOR E-LEARNING**

This Agreement is entered into this ____ day of _____ 2019 between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Skillsoft Corporation**, with a business address of 300 Innovative Way, Unit 201, Nashua, New Hampshire 03062 hereinafter referred to as "Skillsoft". Collectively hereinafter, County and Skillsoft referred to as "Parties" County

WITNESSETH

WHEREAS, since November 8, 2016, the Parties have been in an Agreement for the provisions of Skillsoft providing the County an eLearning solution; and

WHEREAS, the term of the existing Agreement ends on September 30, 2019, with no additional renewal options available; and,

WHEREAS, the County continues to require an eLearning solution and desires to maintain a contractual relationship with Skillsoft; and

WHEREAS, Skillsoft has provided a proposal to the County to continue the eLearning services to the County for a three year period from October 1, 2019 through September 30, 2022, with an option for two additional years; and

WHEREAS, pursuant to the Alachua County Purchasing Code, the procurement of the services to be provided by Skillsoft to the County are exempt from the County's formal bidding and request for proposal processes, pursuant to section 22.12, Sole Source Purchases, of the Alachua County Code.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Products, Services & Pricing:

Access to the following products and/or services selected below is for the applicable number of named authorized County employees (the "Authorized Audience") during the period of time from the Start Date through the End Date (the **License Term**).

LICENSE TERM:

This agreement is effective October 1, 2019, continuing through September 30, 2022, unless earlier terminated as provided herein.

The County has the option of renewing this Agreement for two additional one-year periods, at the same terms and conditions outlined herein, through written amendments executed by both parties as set forth below.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

LICENSE FEES:

Skillsoft will invoice for the annual license fees as set forth below annually in advance as follows:

County

YEAR/TERM	ANNUAL LICENSE FEES
Y1	\$65,733.00
Y2	\$65,733.00
Y3	\$65,733.00
TOTAL	\$197,199.00

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice. **Option Year 1.** Skillsoft agrees that County may elect to extend the License Term for an additional twelve (12) months (10/01/2022 through 09/30/2023), by providing Skillsoft written notice of such election thirty (30) days prior to the expiration of the then current License Term, and through a written amendment executed by both parties for the Authorized Audience set forth herein for an annual License Fee of \$68,034.00.

Option Year 2. Skillsoft agrees that County may elect to extend the License Term for an additional twelve (12) months (10/01/2023 through 09/01/2024), by providing Skillsoft written notice of such election thirty (30) days prior to the expiration of the then current License Term, and through a written amendment executed by both parties for the Authorized Audience set forth herein for an annual License Fee of \$70,335.00.

COUNTY INDEMNITY:

County hereby agrees to indemnify Skillsoft for claims brought against Skillsoft only to the extent that they are found to result from the negligence of the County, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, except where any such third party was acting on behalf of the County. This indemnification shall not be construed as a waiver of the County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in §768.28, Florida Statutes. To the extent required by § 129, Florida Statutes, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes.

TERMINATION:

Either party may cancel the Agreement 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.

Skillsoft will allow Customer the ability to terminate this Agreement for convenience effective 10/1/2020 (the 'Early Termination Date'), provided that such election is made in writing at least 90 days prior to such Early Termination Date.

Skillsoft will allow Customer the ability to terminate this Agreement for convenience effective 10/1/2021 (the 'Second Early Termination Date'), provided that: (i) such election is made in writing at least 90 days prior to such Early Termination Date.

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If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to Skillsoft. The County will be the final authority as to the availability of funds.

Effective 30 days after the termination or expiration of this Agreement, Skillsoft shall have the right to shut down any and all County-specific Skillsoft LMS site(s). If County requests County Data within 30 days of such termination or expiration, Skillsoft will make available to County an electronic copy of the County Data, however, any additional formatting or other work involving County 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 County Data and shall thereafter, unless legally prohibited, delete all County 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 County Data unless all amounts due and owing, including any Committed License

Fees, Overage fees, or any other fee or charge associated with County's use of the Skillsoft Products and/or services, have been paid by County. For purposes of this Agreement, "County Data" means any data, information or material provided or submitted to Skillsoft by the County in connection with County's use of the Skillsoft Products.

LICENSE TERMS AND CONDITIONS

Subject to the restrictions stated herein Skillsoft grants to the County who has executed this Agreement below, and County 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 County employees, without the right to exchange during the License Term except as set forth herein. Skillsoft agrees that County 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 County's full-time regular employees, at any time during the License Term provided the learner IDs are reassigned from learners no longer employed with County effective that year.

The license does not convey any ownership rights to County 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. County 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).

County shall ensure that only the members of the Authorized Audience licensed herein access the Skillsoft Product(s). County 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 County's access to and usage of the Skillsoft Product(s) to verify compliance with the Agreement. Upon expiration or termination of the License Term, County 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, County 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.

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. County 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 County fails to pay any applicable tax, then Skillsoft may pay such tax on County's behalf and seek reimbursement from County.

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 COUNTY'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 COUNTY REQUIREMENTS OR THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

Project Records.

General Provisions:

Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Notwithstanding the foregoing, the parties agree that that the Skillsoft Products and the Skillsoft Technology are Skillsoft's trade secrets and are therefore not subject to any public records release or disclosure.

In accordance with §119.0701, Florida Statutes, Skillsoft), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public

records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Skillsoft shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Notwithstanding the foregoing, the parties agree that the County and the County's custodian of public records shall not have access to any Skillsoft records which contain the confidential information of other Skillsoft customers.

Skillsoft shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Skillsoft does not transfer the records to the County.

Confidential Information:

During the term of this Agreement or license, Skillsoft may claim that some or all of Skillsoft's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Skillsoft in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Skillsoft shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use best efforts to maintain the confidentiality of the information properly identified by the Skillsoft as "Confidential Information" or "CI." Notwithstanding the foregoing, the parties agree that that without limitation the Skillsoft Products and the Skillsoft Technology are Skillsoft's trade secrets and are therefore should be treated as Skillsoft's Confidential Information.

The County shall promptly notify Skillsoft in writing of any request received by the County for disclosure of Skillsoft's Confidential Information and Skillsoft may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Skillsoft shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Skillsoft shall investigate, handle, respond to, and defend, at Skillsoft's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Skillsoft shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to

survive. Skillsoft releases County from claims or damages related to disclosure by County.

Project Completion: Upon completion of, or in the event this Agreement is terminated, Skillsoft, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of Skillsoft or keep and maintain public records required by the County to perform the service. If Skillsoft transfers all public records to the County upon completion or termination of the agreement, it must destroy, in accordance with its data destruction practices, any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Skillsoft keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met.

Compliance: If Skillsoft fails to provide the public records to the County within a reasonable time, Skillsoft may be subject to penalties under §119.10, Florida Statutes.

IF SKILLSOFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SKILLSOFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

Governing Law and Venue. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

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, County 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 County 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.

County 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 County's name and logo in lists with other customers (including listing of customers on its website). However, Skillsoft shall not use County's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance authorization from County, 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. County 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 County and an authorized signatory of Skillsoft that explicitly states that it is intended to amend this Agreement. No terms contained in County 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.

Duties of Skillsoft. Skillsoft shall have and perform the following duties, obligations, and responsibilities to the County, including those in the following Exhibits:

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
COMPLIANCE IMPLEMENTATION FEE (YEAR ONE ONLY)	(SEE EXHIBIT C)
GIGABYTE HOSTING WITH CUSTOM CONTENT PUBLISHER: 5 GIGABYTES	N/A
SKILLPORT BUSINESS	830
SKILLPORT COMPLIANCE LEGAL	830
SKILLPORT PRODUCTIVITY &	830

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
COLLABORATION TOOLS	
SKILLSTUDIO	4 (SEE EXHIBIT B)
SKILLSTUDIO TRAINING (YEAR ONE ONLY)	4

DEPLOYMENT METHOD: SkillPort via Extranet Hosting Services

SKILLSOFT PRODUCT DEFINITIONS.

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.

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 County. Planned Course Object(s) that are not commercially available at the time of County'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 County's business. Skillsoft does not assume any liability with respect such Custom Content of Customer, Customer assumes all liability with respect to its Custom Content.

Custom Content Publishing Solution shall mean a self-service web application that enables County to test their custom content for Skillport compatibility, as well as package, upload, preview and publish the content onto the Skillport platform. If County licenses Custom Content hosting that includes the Custom Content Publishing Solution then County is responsible for package, upload, preview and publish the content onto the Skillport platform themselves.

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. County acknowledges that for County to enable full use of the Global Code of Conduct course, customizations are required. In the event that County 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.

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 County 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 County licenses Skillport via Extranet Hosting Services and Skillsoft releases any Updates to Skillport, Skillsoft and County shall work together to determine a mutually agreeable time to upgrade the County's site to the latest version. If County is not willing or able to upgrade to the latest version, County acknowledges that it will not be entitled to other Skillsoft Product Updates that are not compatible with County's version of Skillport. As a feature of Skillport via Extranet Hosting Services, County may elect to implement the credentialing functionality which enables County to provide information, credit tracking and certificate capabilities for pre-defined credentials. Such feature is dependent upon a minimum Skillport version. In the event County 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'), County agrees that Skillsoft shall have access to County'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 outline/materials; (2) records of participation; (3) date(s) and location(s) of presentation(s) or period during which program was available for purchase; (4) number of credits earned by participants; (5) results of program evaluations.

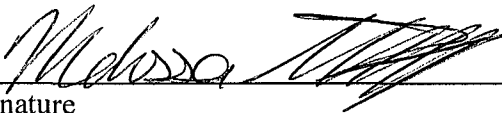
SkillStudio shall mean the services as defined in the Exhibit attached hereto.

Skillport Business is a package of selected assets in the area of business, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Business throughout the term of this Agreement.

Skillport Productivity & Collaboration Tools is a package of selected assets in the area of productivity & collaboration tools, subject to the Authorized Audience level. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Productivity & Collaboration Tools throughout the term of this Agreement.

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

SKILLSOFT CORPORATION



Signature

Print Name **Melissa Talty**
Manager, Revenue & Royalties

Title

Date **August 29, 2019**

ALACHUA COUNTY - FL

Signature

Print Name

Title

Date

EXHIBIT A: COUNTY INFORMATION

BILL TO	Alachua County - FL
CONTACT	Susannah Causier
PHONE	(352) 337-6166
E-MAIL	scausier@alachuacounty.us
ADDRESS	Alachua County Board of County Commissioners
CITY	Gainesville
STATE	FL
COUNTRY	US
ZIP CODE	32601

SHIP TO	Alachua County - FL
CONTACT	Susannah Causier
PHONE	(352) 337-6166
E-MAIL	scausier@alachuacounty.us
ADDRESS	Alachua County Board of County Commissioners
CITY	Gainesville
STATE	FL
COUNTRY	US
ZIP CODE	32601

EXHIBIT B: SKILLSTUDIO LICENSE TERMS

SKILLSTUDIO DEFINITIONS:

'SkillStudio' is hereby defined as the proprietary Skillsoft tool used to customize Skillsoft Courses and/or County'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 and 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 County to create Customized Course(s) using SkillStudio. The Course Source Code provided hereunder shall be further defined in writing.

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

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

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

'Developer' an individual for whom County has rightfully obtained a License to use or access to SkillStudio and who is authorized by County to use or access SkillStudio regardless of whether the individual is actively using SkillStudio at any given time. Developers are limited to County's employees. County 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 County 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 County. 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 County pursuant to the Agreement referenced above.

SKILLSTUDIO LICENSE DETAILS:

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

County 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, delivered either (i) virtually; or (ii) onsite; or (iii) a combination of the foregoing methods, at Skillsoft's sole discretion (the 'SkillStudio Training') as a prerequisite to obtaining support on the use of SkillStudio. County may only purchase SkillStudio Training (as defined below) for the number of authorized developers. County agrees to pay for SkillStudio Training at the rates set forth in an applicable Agreement plus reasonable travel and living expenses. Cancellation or rescheduling of a scheduled training session will result in a fee to cover all lost travel expenses. Cancellation or rescheduling of a scheduled training session with less than 1 week of notice to the trainer will result in an additional fee equal to 35% of the training cost.

County may use SkillStudio along with the Skillsoft Courses or Course Source Code to create Customized Course(s). The Customized Course created by County 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 County to any third-party.

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

The Customized Course and/or County Course created with SkillStudio must contain the Skillsoft watermark on the splash screen of such course. County'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 County.

Skillsoft will provide County 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

County training and education in the installation, operation and use of SkillStudio at the prices set out in the Agreement. Additional training and consulting services may be purchased by County for an additional fee based on Skillsoft's then-current pricing for training and consulting services.

County, 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 County or that Skillsoft hosts on any Skillsoft Product(s) as requested by County, provided that (i) County shall be notified promptly in writing by Skillsoft of any notice of any such claim; (ii) County 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 County in the defense, settlement or compromise of such claim at County's expense.

EXHIBIT C: COMPLIANCE IMPLEMENTATION SERVICE

1. BACKGROUND AND OBJECTIVES

1.1 Background

Skillsoft's Compliance Implementation Service guides customers through a simple implementation methodology that focuses on the elements of successful program launch planning. Based on deployment method, this could include defining completion criteria, configuration, branding, loading the environment with user data, and training. The objective of this service is to implement an effective program that can be well communicated, reported upon and delivered to an organization quickly. As the need for organizational alignment is fundamental to all programs, Skillsoft begins the implementation process with a meeting to review your training matrix. This discussion will shape the implementation decisions that ensure the success of the program. After launch, you may purchase additional, optional, consulting services to assist you with learning strategy, audience definition, and other activities to leverage and expand your compliance environment.

2. SCOPE AND APPROACH

2.1 Scope

Project Management

The Compliance Implementation process follows a predefined project plan with specific activities and deliverables each week. A Skillsoft implementation consultant will serve as the project coordinator and review the tasks and deliverables with County at the start of the project. The County will provide a designated Project Manager who will be available for the duration of the project and who will be responsible for coordinating County resources and ensuring that County deliverables are provided in an accurate and timely manner.

This Compliance Launch process follows a County-enablement approach. County will perform the majority of pre-launch configuration, with Skillsoft consultants providing guidance and orientation. Skillsoft will perform all technical implementation tasks required to create a Compliance environment and provide County with administrative access to perform configuration activities.

Based on deployment method, you will follow a predetermined project plan utilizing a phased approach.

Tasks (Skillport deployed utilizing Advanced Compliance Module (ACM))	Phase 1	Phase 2	Phase 3	Phase 4	Launch
Request current training matrix					
Implementation call					
Discuss use of learner attributes					
Site build					
User attribute meeting					
Identify attributes to use for assignments					
Addition of users to ACM					
Complete the attribute mapping					
Activate data integration					
Create audiences in ACM					

Tasks (Skillport deployed utilizing Advanced Compliance Module (ACM))	Phase 1	Phase 2	Phase 3	Phase 4	Launch
Discuss exemptions & equivalencies					
Historical compliance completions (if applicable)					
Review E-notifications					
Provide whitelist details					
Confirm County has whitelisted					
Create the notifications and customize, as needed					
Identify the training administrators					
Review all administrator videos					
Facilitate administrator training Q&A					
Learner awareness notification					
Identify and address any issues/concerns					
Update reference notes for Compliance support					

Tasks (Third Party LMS Deployed)	Phase 1	Phase 2	Phase 3
Review of client training matrix			
Implementation call			
Identify the training administrators			
Site build			
Review Site documentation			
Facilitate administrator training Q&A (as required)			
Activate content integration system			
Provide whitelist details			
Confirm County has whitelisted			
Learner awareness notification			
Identify and address any issues/concerns			
Update reference notes for Compliance support			

Pre-implementation

This is fundamental to ensure a successful implementation and County alignment. This web-based call will cover a demo of ACM module (if applicable), review County training matrix and set-up considerations, and review the project approach.

User attribute meeting (ACM deployment)

In this one-hour meeting, we will concentrate on user profile data fields ("attributes/demographics"). These serve several purposes within the compliance platform, including audience/group definition, content entitlement, content assignments, and reporting. A one-hour meeting will be conducted by Skillsoft to review best practices for attribute and audience creation, and the impact on the user data load.

County Training

To familiarize County team with the platform, County will review online training materials, as well as participate in up to three (3) supplemental, one-hour consulting sessions to address specific

questions that County administrator(s) may have. The supplemental consulting will be limited to the scope of this Compliance Implementation project and will focus on technology and enablement. All members of the County project team will complete the required online training.

Outside of Scope

The following are outside the scope of the Compliance Implementation process, and are optionally available after the Compliance Implementation is complete and signed-off via supplemental consulting statements of work:

- County-specific reporting or data extract
- Integrations with other systems
- Managing on-going course programs; including adding courses, creating assignments, managing programs, and marketing

ANY ADDITIONAL WORK NOT INCLUDED IN THE SCOPE ABOVE SHALL BE PERFORMED AT COUNTY'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.

After launch, you may purchase additional, optional, consulting services to assist you with learning strategy, audience definition, custom channel creation and curation, and other activities to leverage and expand your Percipio environment.

Any change in scope will likely result in a fee, which will be mutually agreed upon in advance, and in writing, by County and Skillsoft.

2.2 Duration – This implementation project will take up to ninety (90) days. Achievement of the schedule requires County completion of deliverables within the defined timeframes.

2.3 Approach - The Skillsoft Implementation Consultant will seek confirmation in writing of project priorities, milestones, schedule and objectives.

2.4 Assumptions

- Skillsoft will allocate the necessary resources to implement the specific activities outlined within the scope of this Exhibit.
- County 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.

3. 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.

4. TRAVEL AND EXPENSES

This project does not require Skillsoft resources to be resident on the County'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 County in advance, and will be invoiced to the County as incurred and are payable net 30 days from date of invoice. No travel charges shall be billed to County without County's express written approval.

Given that Skillsoft will be providing use and access to our off the shelf eLearning products, and that this is not for custom work, Skillsoft requests that this contract instead be held to the standard of reasonable. Skillsoft requires 100% net 30