



12 OCTOBER 2020

Weber County
Attn: Cari Southwick
2380 Washington Blvd
Ogden, UT 84401 United States

Dear Cari:

This letter and any exhibits attached hereto sets forth the agreement between Skillsoft Corporation (**Skillsoft**) and Weber County (**Customer**) effective as of 12 OCTOBER 2020 (the **Effective Date**) and will confirm the purchase of the License(s) selected below (the **Agreement**). Customer hereby agrees to a termed license for the products and/or services selected below pursuant to the pricing set forth below and upon the License Terms and Conditions set forth herein.

Products, Services & Pricing:

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

1. **LICENSE TERM:** **START DATE:** 12 OCTOBER 2020 **END DATE:** 11 OCTOBER 2024

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO	1,200
PERCIPIO COMPLIANCE COMPLETE	1,000
PERCIPIO SKILLSOFT EXPERT	200

DEPLOYMENT METHOD: Percipio

Territory: 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".

2. **DEFINITIONS.**

Customer Data shall mean any data, information, or material provided or submitted to Skillsoft by the Customer in connection with Customer's use of the Skillsoft Products, such that a reasonable person engaged in a similar transaction would consider to be Confidential Information under this Agreement.

Skillsoft Product(s) shall mean the Skillsoft products and services set forth in this Agreement.

Skillsoft Property shall mean the Skillsoft Product(s) and Skillsoft's web site architecture and content thereof including, but not limited to, the intellectual property rights inherent therein and/or appurtenant thereto and any copies made as authorized under this Agreement.

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.

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

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provided hereunder.

Percipio 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 Percipio Skillsoft 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.

Percipio Compliance means an interface located on Percipio by which Customer shall access all licensed compliance products hosted on Skillsoft's Online Training Academy platform.

Percipio Compliance Complete is a package of Course Objects in the areas of legal compliance and Safety and Health, including but not limited to the Global Code of Conduct and Global Safety Compliance courses, 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 and 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.

3. 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	\$22,880.40
Y2	\$22,880.40
Y3	\$22,880.40
Y4	\$22,880.40
TOTAL	\$91,521.61

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

4. LICENSE TERMS.

Subject to the restrictions stated in this Agreement, Skillsoft grants to Customer, and Customer accepts, a non-exclusive, non-transferable license (without the right to sublicense) for the License Term, to use and to allow the applicable Authorized Audience to access and use the Skillsoft Product(s) set forth therein in within the Territory for internal training purposes only. Customer shall take all reasonable security precautions to ensure that only the Authorized Audience accesses the Skillsoft Property. 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.

All Skillsoft Products are the property of Skillsoft and/or its third-party publishers and/or licensors and are protected by copyright and other laws relating to proprietary rights. Except for the limited license rights granted to Customer above, the terms of this license do not convey any ownership or other rights of any kind to Customer in or to the Skillsoft Property, and Skillsoft reserves all rights not expressly granted to Customer herein. During the License Term, Customer shall have the right to receive any corrections, enhancements, or other modifications as made commercially available to all Skillsoft customers licensing the same Skillsoft Products.

Customer shall not (a) reproduce, distribute, sell, sublicense, or otherwise make available the Skillsoft Property, or any part thereof, to any third party; (b) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Skillsoft Property, or any part thereof; (c) modify, translate, adapt, alter, or create derivative works (as defined under the United States copyright laws) based upon the Skillsoft Property or any part thereof; (d) remove any proprietary notices, labels, or trademarks, or service marks on any Skillsoft Property; (e) merge the Skillsoft Property, or any component thereof, with another program; (f) use the Skillsoft Property, or any component thereof, for any purposes other than those explicitly stated in this Agreement; or (g) have any right to any source code for the Skillsoft Property. Customer further agrees that Customer is solely responsible for the content of all visual, written, or audible communications made by Customer or its Authorized Audience using the Skillsoft Product(s).

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Skillsoft shall have the right to review its records of Customer's access to and usage of the Skillsoft Product(s) to verify compliance with the Agreement.

If Customer's use of the Skillsoft Products exceeds the permitted Authorized Audience for such product, then Skillsoft shall notify Customer in writing of such excess (an "Overage"). Customer will execute any amendments necessary to memorialize such excess. Customer shall pay Skillsoft for such Overage plus interest within five (5) business days of its receipt of invoice.

5. INDEMNITY.

a. Skillsoft, at its expense, shall indemnify, defend, and hold Customer harmless from and against all claims, damages or other liabilities asserted by or payable to a third party that a Skillsoft Product infringes upon a patent, copyright, trademark, or trade secret of said third party in the Territory (each, a "Product Claim").

b. Customer, at its expense, shall indemnify, defend, and hold Skillsoft harmless from and against all claims, damages, or other liabilities asserted by or payable to a third party arising out of or in connection 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 (each, a "Customer Content Claim").

c. In order to seek or receive indemnification pursuant to the provisions of this Section 5, (i) the party seeking indemnification (the "Indemnified Party") will promptly notify the other party (the "Indemnifying Party") in writing after receiving notice of any Product Claim or Customer Content Claim (a "Claim"); (ii) the Indemnifying Party shall have sole control of the defense of any action on such Claim and all negotiations for its settlement or compromise; and (iii) the Indemnified Party shall cooperate reasonably with the Indemnifying Party in the defense, settlement, or compromise of such Claim at the Indemnifying Party's expense. The Indemnifying Party shall not be responsible for the expenses, including attorney's fees, of the Indemnified Party incurred after the Indemnifying Party assumes defense of a Claim, but the Indemnified Party may participate therein and retain counsel at its own expense. The Indemnifying Party will not be responsible for any settlement or compromise of any Claim made by the Indemnified Party without the Indemnifying Party's written consent. The Indemnifying Party will not consent to the entry of any judgment or enter into any settlement or compromise affecting the Indemnified Party, to the extent that the judgment, settlement, or compromise requires the admission of liability, fault, or wrongful act or conduct on the part of the Indemnified Party, and/or otherwise involves more than the payment of money by the Indemnifying Party, without the prior written consent of the Indemnified Party.

6. TERMINATION RIGHTS. This Agreement shall commence on the Effective Date and will expire on the End Date as set forth on page one of this Agreement, unless terminated earlier pursuant to this Section 6. Either party may cancel this Agreement (a) upon written notice to the other party, if the other party commits a material breach which it fails to cure within thirty (30) days of receipt of written notice of such breach; or (b) immediately if a party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by such party, except as may be prohibited by applicable bankruptcy laws. If either party terminates this Agreement pursuant to (a) or (b) above, then such party reserves the right to pursue any and all rights and remedies available to it under applicable law, including, in the case of Skillsoft, collection of the committed License Fees. If Customer terminates this Agreement pursuant to (a) above, then Skillsoft shall not retain any amount previously paid by Customer for the period after the effective date of termination, but shall be entitled to receive and retain all amounts attributed to the period before the effective date of termination. 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.

Skillsoft LMS Shut Down and Return/Deletion of Customer Data. Effective thirty (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 to 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.

7. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY.

a. **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**
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CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

b. Neither party shall be liable for any consequential, collateral, special, incidental, indirect, exemplary, or punitive damages, including, without limitation, loss of profits or revenue, loss of use, damage, loss or destruction of data, costs of cover, or costs of delay, however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement or its subject matter. These limitations will apply even if a party has been informed of the possibility of such damages or any other liability which cannot be excluded or limited by law.

c. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF ANY CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE), UNDER THIS AGREEMENT OR ARISING OUT OF OR RESULTING FROM CUSTOMER'S USE OF ANY SKILLSOFT PRODUCT(S) EXCEED THE LICENSE FEES PAID OR PAYABLE UNDER THIS AGREEMENT WITH RESPECT TO SUCH SKILLSOFT PRODUCT(S).

d. The limitations of liability set forth in (b) and (c) above shall not apply to (i) the Customer's indemnification obligations under this Agreement; (ii) damages arising out of or in connection with Customer's breach of Section 4 of this Agreement; or (iii) any damages arising out of or in connection with Customer's misappropriation of Skillsoft's intellectual property rights.

8. CONFIDENTIALITY. Each party agrees that it shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. For the avoidance of doubt, the Skillsoft Products shall be considered the confidential information of Skillsoft. All confidential information provided by a party hereto shall be used by the other party solely in furtherance of this Agreement and shall not be disclosed to any third party without the prior consent of the disclosing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed pursuant to any judicial or administrative process or otherwise by applicable law. The recipient of confidential information shall immediately notify the other party of any actual or suspected unauthorized disclosure of the other party's confidential information. The parties agree that a breach or threatened breach of this Section 8 would result in irreparable harm to the non-breaching party, which breach would be inadequately compensated by money damages. Accordingly, the non-breaching party may, in addition to any other legal remedies that may be available, seek injunctive relief, including without limitation preliminary injunctive relief, prohibiting or enjoining any such actual or threatened breach of this Section 8. The parties agree that the non-breaching party will not be required to post a bond in seeking such injunctive relief.

9. COMPLIANCE WITH LAW. Each party will comply with all applicable laws and regulations in performing its obligations hereunder, including, without limitation, all U.S. and/or EU 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 comply with all applicable laws and regulations in connection with its downloading and use of the Skillsoft Property and in performing its obligations hereunder, including, but not limited to, export controls and embargo restrictions under the laws and regulations of the United States ("U.S.") and the European Union ("EU"), including without limitation, export controls administered by the U.S. Department of Commerce, the United States Department of the Treasury Office of Foreign Assets Control, and or other U.S. agencies (collectively, "Export Control Laws"). Notwithstanding any other provision of this Agreement, Customer agrees that Skillsoft, in its sole discretion, may take such actions as it deems necessary to remedy a breach of any provision in this Section 9. Each party hereby agrees to indemnify and hold harmless the other party and its respective officers, directors, employees, agents, and affiliates from and against any and all claims, actions, demands, liabilities, penalties, fines, fees, costs, or expenses, including reasonable attorneys' fees, arising out of or in connection with a party's breach of this Section 9.

10. 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.

11. TAXES. 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.

12. NOTICES. All notices given hereunder shall be in writing and delivered: (i) personal delivery; (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier. A notice shall be deemed given on the date of receipt or refusal of receipt. Notices to Customer shall be sent to the address indicated above, and notices to Skillsoft shall be sent to:

Skillsoft Corporation
300 Innovative Way, Suite 201
Nashua, NH 03062
Attn: Contracts Dept. Admin

13. SURVIVAL. Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

14. GENERAL.

a. Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, in whole but not in part, without the other party's permission, to an affiliate or in connection with any merger, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided that the assignee: (i) is not a direct competitor of the non-assigning party; (ii) provides prompt written notice of such assignment to the non-assigning party; (iii) is capable of fully performing the obligations of the assignor under this Agreement; and (iv) agrees to be bound by the terms and conditions of this Agreement. Any purported transfer or assignment in violation of this paragraph shall be null and void and of no force and effect.

b. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and is not intended to convey any rights or benefits to any third parties, nor will this Agreement be interpreted to convey any benefits or rights to any person except the parties hereto.

c. Publicity. 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. Upon Customer's written consent, Skillsoft may use Customer's name and logo in lists with other customers (including listing Customer's name and logo on Skillsoft's website). However, Skillsoft shall not use Customer's name in any other promotional material (including, without limitation, online or print-based quotes, case studies, and video testimonials) without advance authorization from Customer. Except as set forth 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/or financial presentations.

d. Relationship of the Parties. The relationship of Skillsoft and Customer established by this Agreement is of licensor and licensee, each to constitute an independent contractor. Nothing in this Agreement shall be construed to give either party the power to direct or control the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in this Agreement, each party does not grant the other party the power or authority to make or give any agreement, statement, or other commitment on behalf of it.

e. Force Majeure. With the exception of payment obligations, a party shall not be liable to the other for any loss or damage resulting from any delay or failure of the Skillsoft Product(s), or any part thereof, or its ability to perform its obligations hereunder, in any respect, if such delay or failure is caused, in whole or in part, by events beyond its control. Such events include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorist acts, governmental actions, floods, earthquakes, epidemics, natural disasters, fires, and explosions.

f. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter thereof and its provisions shall take precedence over all prior and/or contemporaneous discussions, proposals, agreements, and/or nondisclosure agreements, whether written or oral. Any amendment to this Agreement must be in writing and signed by an authorized representative of Customer and Skillsoft. Any terms or conditions contained in any Customer purchase orders or other documents shall be void and of no force or effect. The failure or delay by either party in exercising any right or remedy
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hereunder shall not operate as a waiver of any such right or remedy. Waiver by either party of any default shall not waive any prior, concurrent, or subsequent defaults by the other party. If any provision herein is held invalid or unenforceable by a court of competent jurisdiction, then such provision shall, to the extent of such invalidity or unenforceability, be severed. All other provisions shall continue in full force and effect and shall be construed so as to best effectuate the intention of the parties in executing it. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This Agreement may be executed in counterpart(s), all of which shall be original, signed documents, and which together shall constitute a single agreement.

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

SKILLSOFT CORPORATION

WEBER COUNTY

Mike Manix

Mike Manix (Sep 10, 2020 09:51 EDT)

Signature Mike Manixq
 Print Name Director of Revenue
 Title Sep 10, 2020
 Date _____

Signature _____
 Print Name _____
 Title _____
 Date _____

CUSTOMER INFORMATION EXHIBIT

BILL TO	Weber County
CONTACT	Cari Southwick
PHONE	(801) 399-8709
E-MAIL	csouthwick@co.weber.ut.us
ADDRESS	2380 Washington Blvd
CITY	Ogden
STATE	UT
COUNTRY	United States
ZIP CODE	84401

SHIP TO	Weber County
CONTACT	Cari Southwick
PHONE	(801) 399-8709
E-MAIL	csouthwick@co.weber.ut.us
ADDRESS	2380 Washington Blvd
CITY	Ogden
STATE	UT
COUNTRY	United States
ZIP CODE	84401





Weber County

Final Audit Report

2020-09-10

Created:	2020-09-10
By:	Karen Coulombe (Karen.Coulombe@skillsoft.com)
Status:	Signed
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"Weber County" History

-  Document created by Karen Coulombe (Karen.Coulombe@skillsoft.com)
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-  Document e-signed by Mike Manix (michael.manix@skillsoft.com)
Signature Date: 2020-09-10 - 1:51:29 PM GMT - Time Source: server- IP address: 75.67.107.252
-  Signed document emailed to Mike Manix (michael.manix@skillsoft.com), executed.agreements@skillsoft.com, Nikki Hayes (nikki.hayes@skillsoft.com), and Karen Coulombe (Karen.Coulombe@skillsoft.com)
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