



The City of
OKLAHOMA CITY

**RENEWAL NO. 2 AND
AMENDMENT NO. 3 TO ORDER FORM**

July 10, 2024

Skillsoft (US) LLC
300 Innovative Way
Suite 2210
Nashua, NH 03062

Dear Vendor,

The City of Oklahoma City requests to amend and renew Contract **R24-C233001 for Human Professional Services Agreement for the Provision of an Inclusion and Diversity and Human Resources eLearning System** for the term **7/29/2024 through 7/28/2025**. This document will be attached to your contract as an amendment and renewal. This renewal/amendment will not be effective until Council approval.

Current Price Schedule and Amended Language

1.) Fees for the current year will be decreased from \$187,734.60 to \$169,828.97, a difference of \$17,905.63 for the term of 7/29/2024 through 7/28/2025 under the same terms, conditions, and provisions as originally awarded. Human Resources is adding the Percipio Skillsoft Leadership Development Program for 50 users at a cost of \$2,770.45 which is included in the new total.

Total Contract Amount:

~~\$187,734.60~~
\$169,828.97

Please indicate your concurrence or non-concurrence by completing the requested information, including signature and return to me. If the individual signing below is not the owner or an officer of the business or corporation, a letter of authorization should also be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

If you have any questions, please contact me at (405) 297-3995 or Monica.Hardesty@okc.gov.

Thank you,

Monica Hardesty

Monica Hardesty, Senior Buyer
City of Oklahoma City, Procurement

[X] Yes, I agree to the contract amendment per the above mentioned.

[] No, I do not agree to amend the contract.

Sign Here

×  Chief Financial Officer
 Signature of Individual Title

Note: If individual signing is not the owner or an officer of the business or corporation a letter of authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

Rich Walker
 Printed Name of Individual

Skillsoft (US) LLC 300 Innovative Way, Suite 2210, Nashua, NH 03062
 Company Name and Address (Please Print) Zip Code

603-324-3000
 Telephone Number and Fax Number



TO BE COMPLETED BY THE NOTARY:

State of * COLORADO)
 CITY AND) SS.
 County of * DENVER)
 [*State and County where notarized must be written in.]

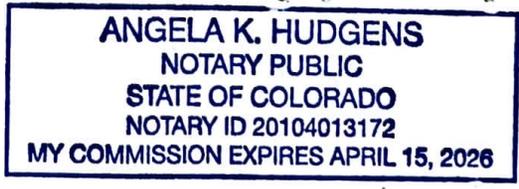
Signed and sworn to before me this 16th day of July, 2024 by

Richard Walker
 [Printed Name of Individual who signed above]

My Commission Number: 20104013172 My Commission Expires: 15 April 2026

ANGELA K. HUDGENS
 Notary Public Printed Name

 Notary Public Signature





AMENDMENT NO. 3

ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 29 July 2024 (the "Effective Date") by and between Skillsoft (US) LLC ("Skillsoft") and City of Oklahoma City ("Customer"), and issued in accordance with the terms and conditions and made a part of the Master License Agreement between Skillsoft and Customer dated 19 July 2022 (the "Agreement").

1. LICENSE DETAILS

START DATE: 29 JULY 2024

END DATE: 28 JULY 2025

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE	5,000
PERCIPIO COMPLIANCE COMPLETE	5,000

DEPLOYMENT METHOD: Percipio Compliance

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT LEADERSHIP DEVELOPMENT PROGRAM	50
PERCIPIO BUSINESS ADVANCE	5,000

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 169,828.97
TOTAL	USD 169,828.97

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

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

Authorized Audience means the number of Licensed Users that may access and use the Skillsoft Product(s) licensed hereunder for the License Term.

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.

License Term means the period of time from the Start Date to the End Date.

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

Percipio Business Advance is a package of selected assets in the area of business, productivity and collaboration, and digital transformation. Skillsoft reserves the right to modify, restrict, or update any content contained in the Percipio Business Advance throughout the term of this Order Form.

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, 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.

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

Skillport Japanese Business Books 2.0 is a package of selected books in the area of business in the Japanese language. Skillsoft reserves the right to modify, restrict, or update any content contained in the Skillport Japanese Business Books 2.0 throughout the term of this Order Form.

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".

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 Oklahoma City

DocuSigned by:
Jose Torres
1E8B09409F0A48E...

See Attached

Signature

Signature

Jose Torres

Print Name

Print Name

SVP, Chief Acctg Officer

Title

Title

7/10/2024

Date

Date

X





CUSTOMER INFORMATION EXHIBIT

BILL TO	City of Oklahoma City
CONTACT	Shalynne Jackson
PHONE	405-297-2242
E-MAIL	shalynne.jackson@okc.gov
ADDRESS	420 W Main St Ste 200
CITY	Oklahoma City
STATE	OK
COUNTRY	USA
ZIP CODE	73102

SHIP TO	City of Oklahoma City
CONTACT	Shalynne Jackson
PHONE	405-297-2242
E-MAIL	shalynne.jackson@okc.gov
ADDRESS	420 W Main St Ste 200
CITY	Oklahoma City
STATE	OK
COUNTRY	USA
ZIP CODE	73102

APPROVED by Council and signed by the Mayor of the City of Oklahoma City this 30TH
day of JULY, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Amy Douglas
ASSISTANT MUNICIPAL COUNSELOR