



7 January 2024

Exhibit B to UTA Contract 24-03828

Utah Transit Authority
 Attn: Linda Watts
 669W 200S
 Salt Lake City, Utah 84101

Dear Linda:

This letter and any exhibits attached hereto sets forth the agreement between Skillsoft (US) LLC (**Skillsoft**) and Utah Transit Authority (**Customer**) 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 in GSA Schedule 47QTCA19D002B.

Products, Services & Pricing:

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

LICENSE DETAILS**1.1 INITIAL TERM: START DATE: 7 JANUARY 2024****END DATE: 17 MAY 2024**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT COMPLIANCE COMPLETE	1,500
SKILLPORT SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Percipio

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE-OPEN MARKET	1,500
PERCIPIO COMPLIANCE COMPLETE	1,500

DEPLOYMENT METHOD: Percipio Compliance

SKILLSOFT PRODUCT
PERCIPIO LMS CONNECTOR-OPEN MARKET

DEPLOYMENT METHOD: NO DEPLOYMENT**1.2 SECOND TERM:****START DATE: 18 MAY 2024****END DATE: 6 JANUARY 2025**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
SKILLPORT COMPLIANCE COMPLETE	1,500
SKILLPORT SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Extranet Hosting Services with Open Learning Services**START DATE: 18 MAY 2024****END DATE: 6 JANUARY 2027**

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO SKILLSOFT EXPERT 2.0	1,500

DEPLOYMENT METHOD: Percipio

SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
PERCIPIO COMPLIANCE-OPEN MARKET	1,500
PERCIPIO COMPLIANCE COMPLETE	1,500

DEPLOYMENT METHOD: Percipio Compliance

SKILLSOFT PRODUCT
PERCIPIO LMS CONNECTOR-OPEN MARKET

DEPLOYMENT METHOD: NO DEPLOYMENT



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
7 January 2024 – 17 May 2024	USD 39,911.54
TOTAL	USD 39,911.54

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

The Commitment Fees for the Second Term set forth above in Section 1.2 are set forth below. Upon the renewal of Skillsoft's GSA Schedule, Customer shall notify Skillsoft in writing (email will suffice) that the Second Term is exercised on or before 17 May 2024. In the event that Skillsoft's GSA Schedule is renewed through at least 6 January 2027 and Skillsoft has not received notice from the Customer pursuant to the preceding sentence, the Second Term shall be deemed automatically exercised by Customer effective 18 May 2024.

YEAR/TERM	ANNUAL LICENSE FEES
18 May 2024 – 6 January 6, 2025	USD 70,752.31
7 January 2025 – 6 January 2026	USD 110,663.82
7 January 2026 – 6 January 2027	USD 110,663.82
TOTAL	USD 292,079.95

Notwithstanding anything set forth in GSA Schedule 47QTCA19D002B, Customer hereby agrees that the above Commitment Fees are fully committed and not subject to any opt-out provisions, subject to the terms of UTA Contract #24-03828 SKILLSOFT.


Renewal Option 1. Skillsoft agrees that Customer may renew the same licenses for the same Authorized Audience as set forth in Section 2 above and for an Annual License Fee of \$113,983.73 for an additional one (1) year term commencing on 7 January 2027 and continuing through 6 January 2028 provided that Customer notifies Skillsoft thirty (30) days prior to such renewal option.

Renewal Option 2. Skillsoft agrees that Customer may renew the same licenses for the same Authorized Audience as set forth in Section 2 above and for an Annual License Fee \$117,403,24 for an additional one (1) year term commencing on 7 January 2028 and continuing through 6 January 2029 provided that Customer notifies Skillsoft thirty (30) days prior to such renewal option.

If you are in agreement with the foregoing and are authorized to enter into this Agreement on behalf of your company, please indicate your agreement and acceptance by signing in the space below and returning one copy to Skillsoft.

SKILLSOFT (US) LLC

UTAH TRANSIT AUTHORITY

DocuSigned by:

 C9F375FA44C6475...
 Signature
 Christine williams

Print Name
 RVP, State, Local & Education Sales

Title
 2/7/2024

Date

Signature

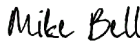
Print Name

Title

Date

X



DocuSigned by:

 70E33A415BA44F6...
 MIKE BELL



CUSTOMER INFORMATION EXHIBIT

BILL TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 236-4772
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101

SHIP TO	Utah Transit Authority
CONTACT	Linda Watts
PHONE	(801) 236-4772
E-MAIL	liwatts@rideuta.com
ADDRESS	669W 200S
CITY	Salt Lake City
STATE	Utah
COUNTRY	US
ZIP CODE	84101



669 West 200 South
Salt Lake City, UT 84101

January 30, 2024

SOFTWARE SERVICES AGREEMENT
UTA CONTRACT #24-03828 SKILLSOFT

This contract with Skillsoft (US) LLC is subject to the Terms and Conditions set forth in GSA Schedule 47QTCA19D002B.

The Term of this contract will have an effective date of January 7, 2024 and will remain in effect until May 17, 2024 per GSA Schedule 47QTCA19D002B current end date. The term may be extended by up to a total of five (5) years, provided Skillsoft's GSA contract options are exercised through at least January 6, 2029.

COMPENSATION AND FEES

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B Skillsoft Order Form covering the term January 7, 2024 thru May 17, 2024 plus any authorized extensions up to January 6, 2029.

UTAH TRANSIT AUTHORITY:

Jay Fox
Executive Director
Date

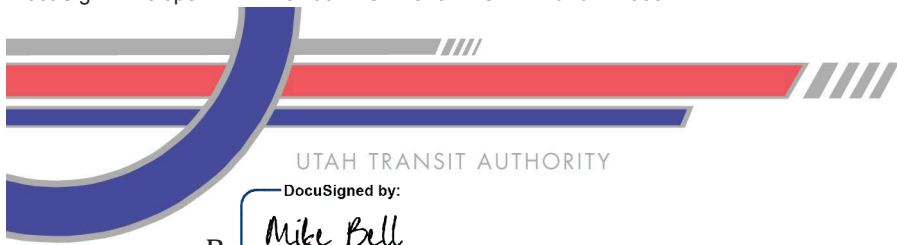
Alisha Garrett
Chief Enterprise Strategy Officer
Date

SKILLSOFT US LLC:

DocuSigned by:
Christine Williams
C9F375FA44C6475...

Christine Williams
Regional Vice President x
Date 2/7/2024





UTAH TRANSIT AUTHORITY

DocuSigned by:

By *Mike Bell*
70E33A415BA44F6...

Mike Bell

UTA Legal Counsel

Date 2/8/2024



669 West 200 South
Salt Lake City, UT 84101