



MASTER LIBRARY AGREEMENT

This Master Library Agreement (the "Agreement") is entered into as of August 1, 2017 (the "Effective Date"), by and between Council of Prairie and Pacific University Libraries located at Room 219 Koerner Library Vancouver, BC V6T 1Z2, Canada ("Customer") and Skillsoft Canada Ltd, 300 Innovative Way Suite 201, Nashua, NH 03062, United States ("Skillsoft").

"Participating Members." Rights and responsibilities referenced in this Agreement in regard to "Customer" shall apply to all the Participating Members covered under this Agreement; however, Customer is responsible only for fulfillment of its individual responsibilities under this Agreement. Neither Customer nor any other Participating Members shall be liable for any breach or default of another Participating Member. Participating Members are listed in Exhibit B.

1 DEFINITIONS.

1.1 "Authorized Audience" shall mean a faculty, Walk-In Users, student, staff of or consultant to, Customer, whether full or part-time, permanent, temporary, contract or visiting appointments, retired faculty with Emeritus or equivalent status, and researchers associated with Customer who are permitted to access the Secure Network from within the Customer's premises and who have been issued by the Customer a password or other authentication who (i) is designated by Customer, and (ii) is authorized to use the facilities of Customer; and (iii) located in North America; and (iv) agrees to terms and conditions substantially similar to that of this Agreement. Individual members of the public permitted to access the Secure Network from within the Customer's premises and who have been issued by the Customer a password or other authentication are considered Walk-In Users with rights to access and use the Licensed Materials in accordance with the terms of this Agreement. For the avoidance of doubt, Walk-in User is intended for individual users, not as a substitution for a license by another institution.

1.2 "Intellectual Property Rights" shall mean Skillsoft's ownership rights and other proprietary rights and interests in and to all patents, patent rights, trademarks, service marks, copyrights, trade secrets and other intellectual property and all other rights incorporated or embodied in, used to develop or related to any of the foregoing.

1.3 "Order Form" shall mean an order executed by both parties issued under the terms and conditions of this Agreement, which will detail the Skillsoft Products licensed, the License Term and the license fees

1.4 "Skillsoft Product(s)" shall mean Skillsoft's electronic library services, as identified on Order Form(s) issued under this Agreement, which Order Form(s) are incorporated herein by reference.

1.5 "Secure Network" shall mean a network that is only accessible to Authorized Users by secure password or authentication while physically present at the Customer's premises.

2 LICENSE GRANT.

2.1 Subject to the restrictions stated in this Agreement and an Order Form issued under this Agreement, Skillsoft grants to Customer and Customer accepts, a nonexclusive, non-transferable license (without the right to sublicense) for the License Term set forth in the applicable Order Form, to allow the applicable Authorized Audience to access and use the Skillsoft Product(s) set forth therein for the purposes of private study, research, education, distance learning, teaching, and administrative use associated with the normal practices and activities of Participating Members in accordance with the terms herein and Skillsoft's then current Terms and Conditions of Use. For informational purposes, Exhibit C contains Skillsoft's Terms and Conditions of Use in effect as of the Effective Date.

2.2 ACCESS and USE the Skillsoft Products from the premises of the Participating Member, or remotely via secure authentication, in order to search, retrieve, display and view the Skillsoft Products;

2.3 All Skillsoft Products are the property of Skillsoft and/or its third party publishers and/or licensors and is protected by copyright and other laws relating to proprietary rights. Except for the limited licenses granted pursuant to this Agreement, the terms of this Agreement do not convey any ownership or other rights of any kind to Customer in or to Skillsoft Property. Skillsoft and its publishers and licensors have and shall retain all right, title and interest in and to the Skillsoft Property. Skillsoft reserves all rights not expressly granted to Customer herein. If at any time Skillsoft's license for any third party product or service included in a Skillsoft Product offering terminates or expires, that product or service will be removed and replaced with a similar product or service if applicable

2.4 Customer shall not and shall ensure that its Authorized Audience does not (a) reproduce, publish, display, distribute, sell, sublicense, transfer, rent, lease, broadcast, timeshare, loan, disclose, 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 (unless otherwise authorized herein); (f) use the Skillsoft Property, or any component thereof, for any purposes other than those explicitly stated in this Agreement; (g) have any right to any source code for the Skillsoft Property (h) permit any party not specifically licensed herein to use the Skillsoft Property; (i) use download functionality enhancement tools; or (j) make unauthorized uses of Skillsoft Intellectual Property Rights. Customer will take all necessary steps to ensure compliance of the Authorized Audience therewith, and Customer will be liable and indemnify Skillsoft for any violations of this Agreement by its employees or the Authorized Audience.

2.5 Customer is responsible for (a) ensuring that all use of the Skillsoft Products under its Authorized Audience' personal passwords complies with at least as restrictive terms as set forth herein this Agreement, (b) installing and maintaining all equipment and software necessary to access the Skillsoft Products (c) paying any fees or charges payable to Internet access providers or other services used to access the Skillsoft Products and (d) set up tokens and/or a self-registration process to identify its Authorized



Audience so as to monitor and prevent any misuse of the Skillssoft Products purchased hereunder. Customer acknowledges that all of the restrictions on access to and use of the Skillssoft Property contained in this Section 2 and elsewhere in this Agreement apply to the Authorized Audience.

3 TERM; TERMINATION; EFFECTS OF TERMINATION.

3.1 This Agreement shall commence on the Effective Date set forth on page one of this Agreement and will expire on the furthest End Date set forth in an Order Form issued under this Agreement unless terminated pursuant to this Section 3.

3.2 Termination of Agreement. Either party may cancel this Agreement and/or an Order Form issued under this Agreement (a) upon written notice if the other party commits a material breach which it fails to cure within thirty (30) days of written notice of such breach or which by its nature cannot be cured within such thirty (30) day period; (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.

3.3 Disabling a Licensed User. Notwithstanding the foregoing, in order to protect Skillssoft's licensors and/or publishers intellectual property rights, Skillssoft may disable any individual's access to the Skillssoft Product(s) immediately if, in Skillssoft's sole discretion, such individual's use of the license violates the terms and conditions of this Agreement or any Order Form issued under this Agreement.

3.4 Effects of Termination for Breach. If Skillssoft terminates this Agreement based on subsection 3.2(a) or 3.2(b) above, then Skillssoft reserves the right to pursue any and all rights and remedies available to it under applicable law, including, but not limited to, collection of the Commitment Fee. If Customer terminates this Agreement based on subsection 3.2(a) above, then Skillssoft shall not retain any amount previously paid by Customer for a period after the effective termination, but shall be entitled to receive and retain all amounts attributed to the period before the effective termination date. If Customer terminates this Agreement based on subsection 3.2(b) above, then Skillssoft reserves the right to pursue any and all rights and remedies available to it under applicable law, including, but not limited to, collection of the Commitment Fee to the extent permitted by applicable law.

4 PAYMENT TERMS. Customer agrees to pay Skillssoft the Commitment Fee set forth in an Order Form issued under this Agreement. The Commitment Fee shall be due and payable annually in advance within net 60 days after the invoice date. Except as specifically set forth in Section 3.4 above, all amounts received by Skillssoft pursuant to this Section 4 shall be non-refundable. Any and all amounts payable to Skillssoft hereunder are exclusive of taxes. Except for taxes based on Skillssoft's net income, Customer shall be responsible for payment of all applicable taxes, however designated or incurred, in connection with the transactions under this Agreement, including without limitation, Value-Added, state and local excise, sales, withholding and use taxes and any other applicable governmental assessments ("Tax(es)"). Notwithstanding the foregoing, if applicable prior to Customer's execution of this Agreement, Customer may provide Skillssoft with: a) a tax exemption certificate or a direct pay permit acceptable to the taxing authorities or b) proper documentation from the local taxing authority which states the withholding percentage that Customer is subject to. If Customer fails to pay any applicable Tax, then Skillssoft may pay such Tax on Customer's behalf and seek reimbursement from Customer.

5 WARRANTIES. Skillssoft warrants that the media furnished in the Skillssoft Product(s) will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. In the event a Skillssoft Product is deemed defective during the warranty period, Skillssoft, at its sole option and expense and Customer's sole and exclusive remedy, (i) may make reasonable efforts to correct defects in the Skillssoft Product(s) that are identified and documented by Customer, and confirmed by Skillssoft, or (ii) may replace the defective Skillssoft Product(s). This warranty shall not apply if the Skillssoft Product(s) have been (a) altered, modified, or enhanced; (b) subjected to misuse, negligence, computer or electrical malfunction; or (c) used, adjusted, installed or operated other than in accordance with the Documentation, or as authorized in writing by Skillssoft. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. SKILLSOFT SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ABSENCE OF SECURITY INTEREST, LIEN OR ENCUMBRANCE, AND QUIET ENJOYMENT. SPECIFICALLY, AND NOT IN LIMITATION OF THE FOREGOING, SKILLSOFT DOES NOT WARRANT THAT ANY SKILLSOFT PRODUCT(S) WILL MEET CUSTOMER NEEDS OR REQUIREMENTS, THAT THE OPERATION OF ANY SKILLSOFT PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SKILLSOFT PRODUCT(S) WILL BE CORRECTED. TO THE EXTENT THAT ANY IMPLIED WARRANTIES ARE DEEMED TO EXIST UNDER APPLICABLE LAW, THEY ARE HEREBY EXPRESSLY LIMITED IN DURATION TO THE DURATION OF ANY EXPRESS WRITTEN WARRANTY MADE HEREIN. CUSTOMER SHALL MAKE NO REPRESENTATION OR WARRANTY CONCERNING THE QUALITY, PERFORMANCE OR OTHER CHARACTERISTICS OF THE SKILLSOFT PRODUCT(S) OTHER THAN THOSE WHICH ARE CONSISTENT IN ALL RESPECTS WITH AND DO NOT EXPAND THE SCOPE OF THE WARRANTIES OF SKILLSOFT SET FORTH IN THIS AGREEMENT.

6 LIMITATION OF LIABILITIES. Except for liability arising from either party's indemnification obligations, or violation of Section 2.3, in no event shall either party 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, 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. Except for liability arising under Section 7 (Infringement Indemnification), Skillssoft's aggregate liability for damages for any cause whatsoever, and regardless of the form of action, shall be limited to the amounts Customer has paid to Skillssoft during the twelve (12) months immediately prior to the date the cause of action accrued.

7 INFRINGEMENT INDEMNIFICATION. Skillssoft shall indemnify, defend and hold harmless Customer from and against any and all loss, damage, injury, liability, or suit, including any reasonable attorneys' fees and costs, incurred by Customer resulting from or arising from; any claim that the Skillssoft Product(s) provided by Skillssoft violates any patent, copyright, trade secret or other proprietary right of a third party enforceable in the United States provided that (a) Skillssoft shall be notified promptly in writing by Customer of any notice of any such claim; (b) Skillssoft shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, and (c) Customer shall cooperate reasonably with Skillssoft in the defense, settlement or compromise of such claim at Skillssoft's Expense. Customer shall permit



Skillsoft, at Skillsoft's option and expense, (x) to procure for Customer the right to continue using the Skillsoft Product(s), (y) to modify the Skillsoft Product(s) so that it becomes non-infringing (providing the functionality of the Skillsoft Product(s) is not materially different from its original subject matter) or (z) to terminate the license with respect to such Skillsoft Product(s), accept return of the Skillsoft Product(s) and the parties may elect to exchange the infringing Skillsoft Product(s) for a non-infringing Skillsoft Product(s) of equivalent subject matter. Skillsoft shall not have any liability to Customer under this Section to the extent that any infringement or claim thereof is based upon (i) use of the Skillsoft Product(s) content(s) in combination with equipment or software not supplied hereunder where the Skillsoft Product(s) would not itself be infringing, (ii) use of the Skillsoft Product(s) in an application or environment not within Skillsoft's control, (iii) use of other than the most recent release of the Skillsoft Product(s) provided to Customer by Skillsoft, (iv) modifications of the Skillsoft Product(s) by anyone other than Skillsoft, its employees or agents, (v) any claims of infringement of any patent, copyright, trade secret, trademark or other proprietary right in which Customer or any affiliate of Customer has an interest or license, or (vi) use of the Skillsoft Products in violation of this Agreement.

GENERAL

- 8.1 This Agreement may not be assigned by Customer, except in connection with a merger or sale of substantially all assets of Customer, which does not materially affect its business activities nor its abilities to carry out its obligations under this Agreement. Skillsoft must approve any such assignment in writing in advance.
- 8.2 Customer will comply with all applicable international, federal, state, and local laws and regulations in connection with its use and access of the Skillsoft Product(s) and in performing its obligations hereunder, including, without limitation, all United States export regulations and anti-corruption laws or equivalent Canadian laws
- 8.3 Neither Party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such Party's reasonable control, provided that such Party gives prompt written notice of such condition and resumes its performance as soon as possible, and provided further that the other Party may terminate this Agreement if such condition continues for a period of one hundred eighty (180) days.
- 8.4 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision will not be affected or impaired thereby.
- 8.5 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(e). 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.
- 8.6 Customer agrees that it is an independent contractor and that this Agreement and the relations between Skillsoft and Customer hereby established do not constitute a partnership, joint venture, agency or contract of employment between them, or any other similar relationship.
- 8.7 No waiver, alteration, modification or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by both Skillsoft and Customer. The failure of either Skillsoft or Customer at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
- 8.8 All notices, reports, requests, approvals and other communications required or permitted under this Agreement must be in writing. The parties agree that electronic mail shall suffice as written communication. They will be considered as given (a) when delivered personally, (b) when sent by confirmed telex or facsimile, or (c) twenty-four (24) hours after having been sent by commercial overnight courier with written verification of receipt. All such notices will be addressed to the addresses as set forth above.
- 8.9 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. Skillsoft is permitted to use Customer's name and logo in lists with other customers (including listing of customer's on its website). However, Skillsoft shall not use Customer's name in any other advertising material (including, without limitation, online or print-based advertisements) without advance authorization from Customer, 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.
- 8.10 Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement. The Parties acknowledge having obtained their own independent legal advice with respect to this Agreement prior to its execution and delivery. The parties further agree that no court should in any manner construe any ambiguity against the draftsman solely by virtue of its role as draftsman.

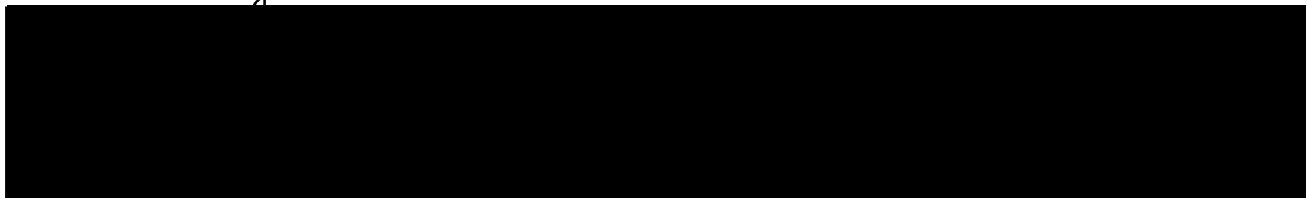


8.11 Entire Agreement; Amendment This Agreement and any and all Order Forms issued hereunder constitute the entire understanding and agreement between the parties with respect to the subject matter thereof and supersede all prior and contemporaneous proposals, agreements, and/or nondisclosure agreements, and representations between them, whether written or oral. In the event of any conflict between the foregoing general terms and conditions (General Terms and Conditions) and any Order Form(s) issued hereunder, the Order Form(s) shall govern. Any amendments to this Agreement must be in writing and signed by an authorized representative of Customer and Skillssoft. Any terms or conditions contained in any Customer purchase orders or other documents shall be void and of no force or effect.

IN WITNESS WHEREOF, this Agreement has been executed under seal for and on behalf of each of the parties hereto by their duly authorized representative as of the dates set forth below.

SKILLSOFT CANADA LTD.

COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES



Title _____
Date August 18, 2017

Title _____
Date 18 Aug 2017



**EXHIBIT B
AFFILIATE INSTITUTIONS/POPULATION SERVED**

*AFFILIATE INSTITUTIONS	POPULATION SERVED
University of Alberta	36,947
BCIT (British Columbia Institute of Technology)	12,100
Athabasca University	8,469
Kwantlen Polytechnic University	9,077
Memorial University of Newfoundland	15,877
Royal Roads University	1,980



LIBRARY ORDER FORM

This Library Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective August 1, 2017 by and between Skillssoft Canada Ltd. ("Skillssoft") and Council of Prairie and Pacific University Libraries ("Customer") and issued in accordance with the terms and conditions and made a part of the Master Library Agreement between Skillssoft and Council of Prairie and Pacific University Libraries dated (the "Agreement").

1. LICENSE DETAILS

START DATE: 1 AUGUST 2017 END DATE: 31 JULY 2018

START DATE	END DATE	SKILLSOFT PRODUCT	AUTHORIZED AUDIENCE
1 AUGUST 2017	31 JULY 2018	DESKTOP & IT VIDEOS - PROMOTIONAL	84,450 FTE†
1 AUGUST 2017	31 JULY 2018	EDUCATION-BUSINESSPRO, ENGINEERINGPRO, FINANCEPRO & ITPRO	
1 AUGUST 2017	31 JULY 2018	EDUCATION-LEADERSHIP CHANNEL	
1 AUGUST 2017	31 JULY 2018	SKILLSOFT BOOKS SUMMARIES	

DEPLOYMENT METHOD: Books Only

†Consists of the six (6) member libraries as set forth on Exhibit B

The Authorized Audience as licensed above is for a Site License (FTE), as defined below.

All Library Books collections include all content changes and updates during the License Term. Please note: An authentication program approved by Skillssoft will be required to be implemented by Customer per the New Library Interface program. This program may be in addition to current authentication systems in place and could include authentication tokens, user registration, EZProxy software, etc.

2. LICENSE FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows (the "Commitment Fee"). 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	CAD [REDACTED]
TOTAL	CAD 100,540.10

All fees shall be invoiced annually in advance and are due and payable 100% net 60 days from the date of invoice. This Agreement does not automatically renew after the termination of the annual License Term unless both parties agree in writing.

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

License Term shall mean period of time from the Start Date through the End Date.

Referenceware shall mean the Books24x7 online library of third party reference materials, editorial materials, electronic books and other resources hosted by Books24x7.com, Inc. Skillssoft reserves the right to modify, restrict or update any content contained in a Referenceware collection throughout the term of this Order Form.

Site License shall mean a limited number of Authorized Audience members as described in any applicable Order Form that may access the Skillssoft Product(s) simultaneously.

4. RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Skillssoft Products provided hereunder.

The authorized representatives of Skillssoft and Customer have executed this Order Form signifying their agreement to its contents.

SKILLSOFT CANADA LTD.

COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY LIBRARIES

[Redacted Signature Area]

Title _____
Date August 18, 2017

Title _____
Date 18 Aug 2017.



CUSTOMER INFORMATION EXHIBIT A

BILL TO	Council of Prairie and Pacific University Libraries
CONTACT	Carol Stephenson
PHONE	(519) 501-5358
E-MAIL	carol@coppul.ca
ADDRESS	Room 219 Humanities and Social Sciences Division Koerner Library University of British Columbia 1958 Main Mall
CITY	Vancouver
STATE	BC
COUNTRY	CAN
ZIP CODE	V6T 1Z2

SHIP TO	Council of Prairie and Pacific University Libraries
CONTACT	Carol Stephenson
PHONE	(519) 501-5358
E-MAIL	carol@coppul.ca
ADDRESS	Room 219 Humanities and Social Sciences Division Koerner Library University of British Columbia 1958 Main Mall
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AFFILIATE INSTITUTIONS/POPULATION SERVED

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Memorial University of Newfoundland	15,877
Royal Roads University	1,980



Exhibit C

Skillport / Books24x7 Terms and Conditions of Use

Last Updated November 30, 2012

A pioneer in the learning field, Skillsoft provides cloud-based learning solutions for customers worldwide, including global enterprises, government, education, and small to mid-sized businesses. These terms and conditions, including the Privacy Policy and Cookie Statement http://www.skillport.com/skillport_privacy_policy.html which are incorporated herein by this reference, (collectively, the "Terms of Use") apply to the Skillport and Books24x7 learning programs and services (the "Services") and the online environments accessible through all domains and subdomains under skillport.com and books24x7.com as well as sites set up by Skillsoft for Customers and Resellers to deliver the Services (collectively, the "Sites").

The Sites and Services are accessible by Users (defined below) either directly or through another organization that provides access to the Sites and Services via an agreement with Skillsoft, such as the User's employer (each a "Customer"). Skillsoft also has established relationships with resellers, who make the Sites and Services available to Users through subscriptions (each a "Reseller"). It does not apply to www.skillsoft.com or to top-level domains for www.skillport.com or www.books24x7.com, which are public, informational web sites designed to provide additional information about the Services.

We may update these Terms of Use from time to time to reflect new practices or technologies that impact use of the Sites. We recommend that you review these Terms of Use on a routine basis to view any changes. The date of the last revision or update appears at the top under the title. BY USING THE SITES, YOU ARE AGREEING TO THESE TERMS OF USE. IF YOU DO NOT AGREE WITH THESE TERMS OF USE THEN DO NOT USE THE SITES.

References to "Skillsoft," "we," or "us" herein refer to Skillsoft Ireland Limited and/or its affiliates, subsidiaries, and designees as deemed appropriate by Skillsoft. Individuals who are authorized to use the Sites either directly or as an authorized user of a Customer or Reseller are referred to herein as "Users" or "you."

Our Role with Respect to the Customer and Users. In some cases, the Sites and related Services are provided to each User pursuant to a written agreement either directly between Skillsoft and the individual User or through an agreement between Skillsoft and a Customer or Reseller of Skillsoft, where the Customer or Reseller in turn makes the Services and Sites available to individual Users authorized by the Customer or Reseller (collectively "Services Agreement"). The applicable Services Agreement will control to the extent any of its provisions conflicts with any of these Terms of Use.

Access to and use of the Sites, including the content, features, and any microsites, blogs, discussion groups and other interactive or online forums for User-generated content or communication, including without limitation InGenius ("Internet Forums") that are a part of the Sites, are subject to both these Terms of Use and the applicable Service Agreement.

Ownership and Use of Material. The Sites are owned by Skillsoft and may be operated by Skillsoft or its Customers or Resellers, subject to the Services Agreement. Unless otherwise noted, all features and content on or relating to the Sites, including without limitation information and other materials, trademarks, trade dress, logos, illustrations, product layout and design, icons, images, artwork, graphics, photography, text, data, audio sound, software, and infrastructure, as well as the selection, assembly and arrangement thereof (collectively, "Site Content"), with the exception of User-generated content posted to Internet Forums, are owned by Skillsoft or are licensed from third parties by Skillsoft. The Sites, in whole and in part, and all Site Content are protected by copyright, trademark, service mark, trade name and other proprietary rights, and all such rights are reserved. No Customer, Reseller, or User may access or use the Sites, or any portion thereof, for any purpose other than to view the Site Content and make use of the Services provided on the Sites in accordance with the Services Agreement and these Terms of Use. Skillsoft does not own any content posted or submitted to or communicated via a Site by a User. The Customer, Reseller, or the User, as applicable, is solely responsible for all User-generated content and communications on the Sites. Unless otherwise provided in a Services Agreement with respect to authorized Users of a Customer or Reseller, each User hereby grants Skillsoft an irrevocable, perpetual, royalty-free, non-exclusive license to use (and to authorize others to use) the User-generated content created by the User for any purpose relating to Skillsoft's learning solutions business.

Links. The Sites, and any content posted to Internet Forums, may contain links to third party websites, including website(s)
FY18-00064438Berube-Peters



of a Customer or Reseller, which are governed by the terms of use and privacy policies of their owners and operators ("Linked Sites"). Linked Sites are not under the control of Skillsoft and Skillsoft and its Customers and Resellers are not responsible for the contents thereof. These links are provided only as a convenience, and inclusion of a link does not imply endorsement of the Linked Site by Skillsoft, its Customers or Resellers, or any association with its operators. Skillsoft and its Customers and Resellers are not responsible or liable for any damage or loss caused by or in connection with use of or reliance on any content, goods or services available on or through any Linked Site.

Internet Forums. The Internet Forums are intended to provide Users with a valuable resource on selected topics. Much of the content found on such Internet Forums is provided by third party Users, and not Skillsoft. The Customer, Reseller, or User, as applicable, is responsible for any User-generated content it posts to or any of its communications through an Internet Forum or the Sites. Skillsoft and its Customers and Resellers are not responsible for any User-generated content posted to an Internet Forum or the Sites, and Skillsoft is not responsible for any communications among Users, Resellers, and Customers made through an Internet Forum or the Sites.

Prohibited Conduct. When using the Sites, Users may not :

- Reproduce, retransmit, publish, display, distribute, disseminate, sell, license, sublicense, transfer, rent, lease, broadcast, timeshare, loan, disclose or otherwise make available the Sites, the Site Content, or any part thereof, to any third party.
- Modify, translate, adapt, alter, reverse engineer or create derivative works based upon the Sites, the Site Content, or any part thereof.
- Post or communicate any material that is unlawful, harmful, threatening, vulgar, indecent, obscene, defamatory, profane, libelous, harassing, abusive, embarrassing, disparaging, tortuous, infringing, fraudulent, deceptive, hateful, sexually explicit, racially or ethnically objectionable or otherwise objectionable or encouraging of conduct that would constitute a criminal offense or give rise to civil liability.
- Post or communicate any material that violates the privacy or publicity rights of another individual, or post, communicate or collect information about other individuals, including personal information and images, without their consent.
- Post or communicate any material that would violate any copyright, intellectual property right, or any other right of any entity or individual. Before posting or quoting any content that is owned or protected by a third party under intellectual property laws, a User must obtain all necessary consents or permissions from the owner of the protected content.
- Post or transmit materials that contain viruses, malicious code, corrupted files or that may damage the operation of the Sites or engage in any activity that circumvents any security features or otherwise interferes with or disrupts any features of the Sites, which includes, but is not limited to the use of web robots, crawlers, wanderers and spiders or any product, browser or browser feature that significantly accelerates the speed of page downloads, such as NetJet, NetSonic, MSIE Crawler or Teleport-Pro.
- Advertise, solicit or offer to sell or buy any goods or services for any business or commercial purpose.
- Conduct or forward surveys, contests, pyramid schemes, chain letters, junk mail, spam, phishing or unsolicited mass communication distribution.
- Remove any proprietary notices, labels, trademarks or service marks on the Sites or any part thereof.
- Violate any applicable laws or regulations or promote or encourage illegal activity.

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