



February 9, 2018

Carol Stephenson
Licensing Coordinator
Council of Prairie and Pacific University Libraries (COPPUL)
RM 219
Humanities and Social Sciences Division
Koerner Library
1958 Main Mall
University of British Columbia
Vancouver, BC
CANADA V6T 1Z2

Re: Letter Amendment to the Master Library Agreement ("Agreement") by and between the parties dated August 1, 2016.

Dear Carol:

This letter sets forth a Letter Amendment to the Master Library Agreement ("Amendment") dated August 1, 2016 (the "Agreement") between SkillSoft Canada Ltd. ("SkillSoft") and COPPUL ("Subscriber"). Capitalized terms used but not defined in this letter shall have the same meaning as set forth in the Agreement.

Effective February 9, 2018, the parties agree to modify (as set forth below) the Agreement to further define the usage rights and prohibited uses.

Add section 9 entitled *Usage Rights and Prohibited Uses* to the Agreement as follows:

Except as otherwise stated in the Membership Agreement, this Amendment shall not restrict the rights of the Subscriber's Authorized Users to conduct and perform any and all activities with respect to any copyrighted materials, as permitted by the laws of Canada or any other relevant jurisdiction.

The Services may be used for the purposes of research, education, distance learning, or other non-commercial use as follows:

Display

Authorized Users shall have the right to electronically display the Services.

Course Packs/Electronic Reserve

SkillSoft allows linking to the Services by way of our Share Tool to generate persistent links, we do not allow distributing of copies for course packs nor does SkillSoft permit electronic reserves.

Electronic Learning Environments

SkillSoft allows linking to the Services by way of our Share Tool to generate persistent links, in conjunction with course management systems (i.e. Blackboard or Moodle) ***Use in Academic Research***

Authorized Users may incorporate limited parts of the Services in printed or electronic form in assignments, portfolios, theses and dissertations Training and Marketing Materials



SkillSoft materials are limited to what is available to the library client community site. Authorized Users may display, download or print the materials on the SkillSoft Client community sites for the purpose of internal marketing or testing or for training Authorized Users or groups of Authorized Users.

Branding

Subscriber may request that the product be co-branded with the name of their institution on the homepage of the product, or otherwise as agreed, in order to publicize the acquisition to the Authorized Users of the Subscriber.

Electronic Links

SkillSoft allows linking to the Services by way of our Share Tool to generate persistent links.

Walk-In Users

Walk-In Users may be given access to the Services by the Subscriber while physically present at the Subscriber's premises.

Add section 10 entitled *Prohibited Uses* to the Agreement as follows:

Unauthorized Use

Subscriber shall make reasonable efforts to ensure compliance with the Agreement and not permit anyone other than Authorized Users to use the Services. Authorized Users may only use Services as expressly permitted in Section 3 above. All other uses of the Services are prohibited, including, but not limited to:

- (a) re-distribution, re-selling or sub-licensing in any manner including in connection with fee-for-service use or to other persons or entities except to Authorized Users (other than Walk-in Users);
- (b) supply or distribution of single or multiple copies in any form to anyone other than an Authorized Users;
- (c) distribution of any part of the Services on any electronic network, including without limitation, the Internet on the Worldwide Web, other than the Subscriber's secure network; and
- (d) monetary reward (whether by Subscriber or an Authorized User) by means of sale, transfer or other form of exploitation of the Services or any part thereof without B24x7's prior explicit written permission. For the avoidance of doubt, bulk reproduction or distribution of electronic or print copies of the Services for sales/promotional purposes is specifically prohibited.

Modification of Licensed Materials

Neither Subscriber nor Authorized Users may modify, adapt, transform, translate or create any derivative work in any medium based on or including any materials in the Services, or otherwise use any such materials in a manner that would infringe the copyright or other proprietary rights therein. No copyright notices, trademark or proprietary notices, author attributions or other notices or disclaimers in the Services included by B24x7, may be removed, obscured or modified in any way. Subscriber shall post appropriate notices and take reasonable measures to ensure that Authorized Users are informed of and comply with the terms and conditions of this Agreement with respect to the reproduction, use and transmission of the Services. In the event of violation of the terms and conditions of this Agreement or of applicable copyright law, B24x7 and Subscriber agree to take immediate action to suspend access to the Services by any Authorized User violating these restrictions on reproduction, use and transmission of the Services and shall



consider other restrictions on access to and retrieval of the Services, including additional limitations on printing and downloading without prejudice to B24x7 's rights and remedies.

Commercial Purposes

Subscriber and Authorized Users may not use the Services for any purpose other than those outlined in Section 9.

Automatic Searches

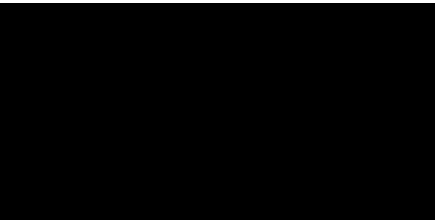
Subscriber and Authorized Users shall not use any robots, spiders, crawlers or other automated downloading programs or devices to continuously and automatically search, index or retrieve any content accessed online under this Agreement, except as permitted by this Agreement. Subscriber and Authorized Users shall not reverse engineer, decompile or disassemble any software included in the Services.

If you are in agreement with the foregoing, please indicate by signing a copy of this Amendment in the space below and return a copy to SkillSoft.

Sincerely,
SKILLSOFT CORPORATION

**AGREED TO AND ACKNOWLEDGED
COUNCIL OF PRAIRIE AND PACIFIC UNIVERSITY
LIBRARIES**

By: _____
Print _____
Title: _____
Date _____



By: _____
Print _____
Title: _____
Date _____

