



Texas Department of Motor Vehicles
 Business Unit # 60800
 Purchase Order # 0000012184

Payment Terms: NET30 **Freight Terms:** FOB Destination **Ship Via:** US MAIL **PCC:** I **PO Date:** 01/04/2023 **PO End Date:** 12/29/2023 **PO Method:** CP **Dispatch:** Dispatch Via Print **Rev Dt:**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: SKILLSOFT CORPORATION
 107 NORTHEASTERN BLVD
 USA
 NASHUA NH 03062-1916
 United States

Ship To: 1P00 - TxDMV Warehouse
 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1020496115 4

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Matthew Terrell Windham
Phone: 512/465-5808
Fax: 512/465-5641

Bill To Fax:

Email: Matthew.Windham@txdmv.gov

Bill To Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Overall Service Term: 12/30/2022 through 12/29/2025

Year 1 Term: 12/30/2022 through 12/29/2023 - PO #60800 0000012184
 Year 2 Term: 12/30/2023 through 12/29/2024
 Year 3 Term: 12/30/2024 through 12/29/2025

Services include: Percipio Business Advance (800 Licenses), Percipio LMS Connector (1 Connector), and Percipio Content Integration Implementation (Year 1 Only).

This procurement is governed by the terms and conditions in DIR Contract Number DIR-CPO-5044.

To the extent any term or condition in the Agreement conflicts with the applicable Texas or United States law or regulation, such Agreement term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, TxDMV makes no representations or warranties regarding the enforceability of such term or condition and TxDMV does not waive the applicable Texas or United States law or regulation which conflicts with the Agreement term or condition.

This section does not waive or limit any damages that result from Skillsoft's intentional acts or omissions.

Issued pursuant to the Letter of Agreement dated 30 December 2022.

Change Orders:

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Payment:

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, whichever is later.

Note: Warrants will not be issued to a vendor without a current Texas Identification Number.

Quantity(ies):

Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order

Authorized Signature

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change notice of any requirements for any increased or decreased quantity(ies).

Delivery:

Delivery of goods shall be in accordance with the delivery requirements of this purchase order, any underlying or associated contract for the goods being purchased and any other requirements set for by TxDMV or state law. Upon delivery, the bill of lading shall include at a minimum the following information: TxDMV Division and Contact Name, TxDMV Purchase Order number, Delivery Address, Vendor contact information and return address. If the vendor has an updated delivery schedule or more accurate delivery date, the vendor shall notify the TxDMV contact immediately.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

TxDMV Contract Monitor:

Joseph Greenfield
 joseph.greenfield@txdmv.gov
 (512) 465-4057

Vendor Contact:

Valerie Krajicek
 Valerie.Krajicek@skillsoft.com
 (951) 712-5434

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	Skillsoft Percipio Business Advanced Learning/Training, 800 Licenses	924/40	1.0000	YR	\$17,913.33000	\$17,913.33	01/04/2023
						Schedule Total	\$17,913.33
Contract ID: 0000012184					ReqID: 0000012911		
Current Service Term, Year 1: 12/30/2022 through 12/29/2023						Item Total for Line # 1	\$17,913.33

Total PO Amount **\$17,913.33**

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

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Authorized Signature

Matthew Windham

01/04/2023