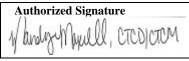


NET30			Freight Terms: FOB Destination	Ship Via: US MAIL S AND CONDIT	PCC: I TIONS MA	PO Date: 01/16/2024 Y BE LISTED A	12/29	End Date: 9/2024 END OF THE	PO Metho DG PURCHASE		Dispatch: Dispatch Via En ER.	Rev Dt: nail
v	endor:	SKILLSOFT CORPORATION PO BOX 405527 ATLANTA GA 30384-5527 United States						Ship To:		1P00 - TxDMV Warehouse 4000 Jackson Avenue Austin TX 78731 United States		
v	endor ID:	1020	496115 4 001					Ship To Att Bill To:	ention:	4000 Austii	am Northcutt Jackson Avenue n TX 78731 d States	3
Ρ	urchaser: hone: ax:	512/4	nda Leigh Maxwell 465-1226 465-5641									
_								Bill To Fax:				
_	mail:		dy.Maxwell@txdmv.g	jov				Bill To Ema		DIVIV_	_FIN-INVOICES	
	PO Information:											
	Overall Service Term: 12/30/2022 through 12/29/2025											
	Year 1 Term: 12/30/2022 through 12/29/2023 - PO 0000012184 Year 2 Term: 12/30/2023 through 12/29/2024 - PO 0000013878 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 2 Only).											
	This procur	nis 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	s):										



<u>01/16/2024</u>



Texas Department of Motor Vehicles Business Unit # 60800 Purchase Order # 0000013878

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 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.

Additionally, this Purchase Order is governed by the Texas Department of Motor Vehicles Standard Terms and Conditions, which can be found at: http://www.txdmv.gov/contractors-vendors.

TxDMV Contract Monitor: Sue Russell Email: sue.russell@txdmv.gov Phone: 512-465-4043

Vendor Contact: Valerie Krajicek Email: Valerie.Krajicek@skillsoft.com Phone: (951) 712-5434

Line-Sch: 1-1	Line Description: Skillsoft Percipio Business Advanced Learning/Training, 800 Licenses	PCA: 30901	Class/Item: 924/40	Quantity: 1.0000	UOM: YR	Unit Price: \$16,040.83000	Extended Amt: \$16,040.83	Due Date: 01/19/2024
Contract ID 0000012184							nedule lotal	\$16,040.83
Current Ser	vice Term: 12/30/2023 - 12/29	/2024				Item Tota	I for Line # 1	\$16,040.83
						Total	PO Amount	\$16,040.83
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.								

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