UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended July 31, 2026

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____to _____
Commission File Number: 001-38960

Skillsoft Corp.

(Exact name of registrant as specified in its charter)

Delaware	**83-4388331**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

300 Innovative Way, Suite 2210
Nashua, NH 03062
(Address of principal executive offices) (Zip Code)

Tel: (603) 324-3000
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value $0.0001 per share	SKIL	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐	Smaller reporting company ☒
Emerging growth company ☐	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The number of shares of registrant's common stock outstanding as of September 2, 2026 was 9,100,444.

SKILLSOFT CORP.

FORM 10-Q
FOR THE QUARTER ENDED JULY 31, 2026
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CAUTIONARY NOTES REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Form 10-Q") includes statements that are, or may be deemed to be, "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. For all such statements, we claim the protection of the safe harbor for forward-looking statements provided by such sections and the Private Securities Litigation Reform Act of 1995, where applicable. All statements, other than statements of historical facts, are forward-looking statements. These forward-looking statements include, but are not limited to, statements that address activities, events or developments that we expect or anticipate may occur in the future, including statements with respect to our outlook, our product development and planning, our pipeline, future capital expenditures and capital allocation, future share repurchases, anticipated financial results, the impact of regulatory changes, our current and evolving business strategies, including with respect to acquisitions and dispositions, statements related to our recent disposition of our Global Knowledge business, including expected consideration, its anticipated impact, and potential additional restructuring actions in connection therewith, demand for our services, our competitive position, the benefits of new initiatives, growth of our business and operations, the effectiveness of our products, the outcomes of litigation proceedings and claims, the state and future of skilling in the workplace, our ability to successfully implement our plans, strategies, and objectives, our ability to regain and/or maintain compliance with New York Stock Exchange listing standards, and our expectations and intentions. Forward-looking statements may, without limitation, be preceded by, followed by, or include words such as "may", "will", "would", "anticipate", "believe", "estimate", "expect", "intend", "plan", "contemplate", "continue", "project", "forecast", "seek", "outlook", "target", "goal", "objective", "potential", "possible", "probable", or similar expressions, employ such future or conditional verbs as "may", "might", "will", "could", "should", or "would", or may otherwise be indicated as forward-looking statements by grammatical construction, phrasing or context. Such statements are based upon the current beliefs and expectations of Skillsoft's management and are subject to significant risks and uncertainties. Actual results may differ materially from those set forth in the forward-looking statements. All forward-looking disclosures are speculative by their nature, and we caution you against unduly relying on these forward-looking statements.

Factors, many of which are beyond our control, that could cause or contribute to such differences include those described under Part II, Item 1A, "Risk Factors" and Part I, Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations" ("MD&A") of this Form 10-Q and Part I, Item 1A. "Risk Factors" and Part II, Item 7, "MD&A", of our Annual Report on Form 10-K for the fiscal year ended January 31, 2026 (the "2026 Form 10-K"). These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements included in the 2026 Form 10-K, this Form 10-Q and in our other periodic filings with the Securities and Exchange Commission (the "SEC"). The forward-looking statements contained in this Form 10-Q represent our estimates only as of the date of this filing and should not be relied upon as representing our estimates as of any subsequent date. While we may elect to update these forward-looking statements in the future, we specifically disclaim any obligation to do so, whether to reflect actual results, changes in assumptions, changes in other factors affecting such forward-looking statements, or otherwise, except as required by law. You are advised, however, to review any further factors and risks we describe in reports we file from time to time with the SEC after the date of this Form 10-Q.

Although we believe the assumptions underlying our forward-looking statements are reasonable, any of these assumptions, and therefore also the forward-looking statements based on these assumptions, could themselves prove to be inaccurate. Given the significant uncertainties inherent in the forward-looking statements included in this document, our inclusion of this information is not a representation or guarantee by us that our objectives and plans will be achieved. Any annualized, pro forma, projected and estimated numbers are not guarantees or assurances of future performance and may not reflect (and may be materially different from) actual results.

All forward-looking statements contained herein are expressly qualified in their entirety by the foregoing cautionary statements.

INDUSTRY AND MARKET DATA

Within this Form 10-Q, we reference information and statistics regarding market share, industry data and our market position. Certain of this information has been obtained from various independent third-party sources, including independent industry publications, news reports, reports by market research firms and other independent sources. We believe that these external sources and estimates are reliable but have not independently verified them. In addition, certain of this information and statistics are based on our own internal surveys and assessments, which are developed in good faith using reasonable estimates. The information is based on the most current data available to us, and our estimates regarding market position or other industry statistics included in this document or otherwise discussed by us involve risks and uncertainties and are subject to change based on various factors, including as set forth above.

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except number of shares and per share amounts)

	July 31, 2026	January 31, 2026
ASSETS		
Current assets:		
Cash and cash equivalents	$ 90,310	$ 94,123
Restricted cash	2,788	2,805
Accounts receivable, net of allowance for credit losses of approximately $251 and $382 as of July 31, 2026 and January 31, 2026, respectively	67,400	154,811
Prepaid expenses and other current assets	53,442	34,876
Assets held for sale	—	81,279
Total current assets	213,940	367,894
Goodwill	287,650	287,650
Intangible assets, net	240,257	285,138
Other assets	24,680	22,436
Total assets	$ 766,527	$ 963,118
LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Current maturities of long-term debt	$ 6,404	$ 6,404
Borrowings under accounts receivable facility	1,000	1,000
Accounts payable	8,517	15,170
Accrued compensation	21,417	37,280
Accrued expenses and other current liabilities	17,280	17,934
Deferred revenue	190,588	257,331
Liabilities associated with assets held for sale	—	41,822
Total current liabilities	245,206	376,941
Long-term debt	567,165	570,769
Deferred tax liabilities	30,887	33,849
Deferred revenue - non-current	991	1,117
Other long-term liabilities	15,562	10,669
Total long-term liabilities	614,605	616,404
Commitments and contingencies		
Shareholders' equity (deficit):		
Shareholders' common stock - Class A common shares, $0.0001 par value per share: 18,750,000 shares authorized and 9,362,304 shares issued and 9,062,527 shares outstanding as of July 31, 2026, and 9,095,922 shares issued and 8,796,145 shares outstanding as of January 31, 2026	1	1
Additional paid-in capital	1,581,103	1,576,794
Accumulated (deficit)	(1,668,692)	(1,583,210)
Treasury stock, at cost - 299,777 shares as of July 31, 2026 and January 31, 2026	(10,891)	(10,891)
Accumulated other comprehensive income (loss)	5,195	(12,921)
Total shareholders' equity (deficit)	(93,284)	(30,227)
Total liabilities and shareholders' equity (deficit)	$ 766,527	$ 963,118

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except number of shares and per share amounts)

	Three Months Ended July 31, 2026	Three Months Ended July 31, 2025	Six Months Ended July 31, 2026	Six Months Ended July 31, 2025
Revenues:				
Total revenues	$ 98,248	$ 101,185	$ 192,746	$ 200,333
Operating expenses:				
Costs of revenues	15,147	15,935	31,036	32,451
Content and software development expenses	11,635	13,577	24,687	26,901
Selling and marketing expenses	26,095	29,669	53,055	59,417
General and administrative expenses	16,095	15,847	32,089	35,029
Amortization of intangible assets	21,537	29,875	51,098	59,981
Acquisition and integration related costs	—	769	—	1,292
Restructuring charges	4,365	1,613	5,706	2,629
Total operating expenses	94,874	107,285	197,671	217,700
Operating income (loss)	3,374	(6,100)	(4,925)	(17,367)
Other income (expense), net	1,627	331	4,233	(586)
Fair value adjustment of interest rate swaps	758	2,128	2,003	(2,128)
Interest income	697	465	1,242	933
Interest expense	(14,240)	(14,962)	(27,988)	(29,358)
Income (loss) before provision for (benefit from) income taxes	(7,784)	(18,138)	(25,435)	(48,506)
Provision for (benefit from) income taxes	7,209	(153)	8,253	(894)
Income (loss) from continuing operations	(14,993)	(17,985)	(33,688)	(47,612)
Income (loss) from discontinued operations, net of income taxes	(27,375)	(5,803)	(51,794)	(14,225)
Net income (loss)	$ (42,368)	$ (23,788)	$ (85,482)	$ (61,837)
Per basic and diluted share:				
Income (loss) from continuing operations	$ (1.67)	$ (2.10)	$ (3.78)	$ (5.64)
Income (loss) from discontinued operations	(3.04)	(0.68)	(5.82)	(1.68)
Net income (loss)	$ (4.71)	$ (2.78)	$ (9.60)	$ (7.32)
Weighted average common shares outstanding:				
Basic and diluted	8,988,884	8,567,973	8,901,553	8,448,433

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(in thousands)

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Comprehensive income (loss):				
Net income (loss)	$ (42,368)	$ (23,788)	$ (85,482)	$ (61,837)
Reclassification to earnings related to disposal of Global Knowledge ("GK") business	20,085	—	20,085	—
Foreign currency adjustment, net of tax	(303)	(27)	(1,969)	2,946
Total comprehensive income (loss)	$ (22,586)	$ (23,815)	$ (67,366)	$ (58,891)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY (DEFICIT)
(in thousands, except number of shares)

	Class A Common Shares							
	Number of Shares	In Treasury	Common Stock	Additional Paid-in Capital	Accumulated Equity (Deficit)	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity (Deficit)
Balance January 31, 2026	9,095,922	(299,777)	$ 1	$ 1,576,794	$ (1,583,210)	$ (10,891)	$ (12,921)	$ (30,227)
Stock-based compensation	—	—	—	2,306	—	—	—	2,306
Common stock issued	60,227	—	—	—	—	—	—	—
Shares withheld for tax withholding upon vesting of restricted stock-based awards	(20,721)	—	—	(114)	—	—	—	(114)
Translation adjustment	—	—	—	—	—	—	(1,666)	(1,666)
Net income (loss)	—	—	—	—	(43,114)	—	—	(43,114)
Balance April 30, 2026	9,135,428	(299,777)	1	1,578,986	(1,626,324)	(10,891)	(14,587)	(72,815)
Stock-based compensation	—	—	—	2,536	—	—	—	2,536
Common stock issued	310,845	—	—	—	—	—	—	—
Shares withheld for tax withholding upon vesting of restricted stock-based awards	(83,969)	—	—	(419)	—	—	—	(419)
Reclassification to earnings related to disposal of GK business	—	—	—	—	—	—	20,085	20,085
Translation adjustment	—	—	—	—	—	—	(303)	(303)
Net income (loss)	—	—	—	—	(42,368)	—	—	(42,368)
Balance July 31, 2026	9,362,304	(299,777)	$ 1	$ 1,581,103	$ (1,668,692)	$ (10,891)	$ 5,195	$ (93,284)

	Class A Common Shares							
	Number of shares	In Treasury	Common Stock	Additional Paid-in Capital	Accumulated Equity (Deficit)	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity (Deficit)
Balance January 31, 2025	8,616,633	(299,777)	$ 1	$ 1,565,040	$ (1,443,386)	$ (10,891)	$ (16,918)	$ 93,846
Stock-based compensation	—	—	—	4,231	—	—	—	4,231
Common stock issued	37,520	—	—	—	—	—	—	—
Shares withheld for tax withholding upon vesting of restricted stock-based awards	(2,212)	—	—	(352)	—	—	—	(352)
Translation adjustment	—	—	—	—	—	—	2,973	2,973
Net income (loss)	—	—	—	—	(38,049)	—	—	(38,049)
Balance April 30, 2025	8,651,941	(299,777)	1	1,568,919	(1,481,435)	(10,891)	(13,945)	62,649
Stock-based compensation	—	—	—	6,598	—	—	—	6,598
Common stock issued	455,264	—	—	—	—	—	—	—
Shares withheld for tax withholding upon vesting of restricted stock-based awards	(134,645)	—	—	(2,979)	—	—	—	(2,979)
Translation adjustment	—	—	—	—	—	—	(27)	(27)
Net income (loss)	—	—	—	—	(23,788)	—	—	(23,788)
Balance July 31, 2025	8,972,560	(299,777)	$ 1	$ 1,572,538	$ (1,505,223)	$ (10,891)	$ (13,972)	$ 42,453

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Six Months Ended July 31, 2026	Six Months Ended July 31, 2025
Cash flows from operating activities:		
Net income (loss)	$ (85,482)	$ (61,837)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Amortization expense for intangible assets	52,403	63,052
Stock-based compensation expense	5,504	8,087
Depreciation expense	769	908
Loss on disposal and impairment of goodwill related to disposal group	37,967	—
Non-cash interest expense	1,199	1,138
Non-cash operating lease right-of-use asset expense	721	812
Non-cash property, equipment, software and operating right-of-use asset impairment charges	—	5
Provision for credit loss expense (recovery)	(131)	(180)
Fair value adjustment of interest rate swaps	(2,003)	2,128
Unrealized foreign currency (gain) loss	(188)	—
Provision for (benefit from) deferred income taxes – non-cash	(3,765)	(2,909)
Changes in assets and liabilities:		
Accounts receivable	90,116	85,734
Prepaid expenses and other assets, including long-term	2,641	373
Accounts payable	(7,366)	13,027
Accrued expenses and other liabilities, including long-term	(14,008)	(24,848)
Deferred revenue	(66,507)	(72,036)
Net cash provided by (used in) operating activities	11,870	13,454
Cash flows from investing activities:		
Purchase of property and equipment	(718)	(1,139)
Internally developed software - capitalized costs	(6,218)	(8,775)
Cash transferred upon sale of GK business	(9,945)	—
Net cash provided by (used in) investing activities	(16,881)	(9,914)
Cash flows from financing activities:		
Tax withholding upon vesting of restricted stock-based awards	(533)	(3,331)
Principal payments on term loans	(4,803)	(3,202)
Net cash provided by (used in) financing activities	(5,336)	(6,533)
Effect of exchange rate changes on cash and cash equivalents	(1,033)	3,076
Net increase (decrease) in cash, cash equivalents and restricted cash	(11,380)	83
Cash, cash equivalents and restricted cash, beginning of period	104,478	103,337
Cash, cash equivalents and restricted cash, end of period	$ 93,098	$ 103,420
Supplemental disclosure of cash flow information:		
Cash and cash equivalents:		
Continuing operations	$ 90,310	$ 81,293
Held for sale	—	19,219
	90,310	100,512
Restricted cash:		
Continuing operations	2,788	2,051
Held for sale	—	857
	2,788	2,908
Cash, cash equivalents and restricted cash, end of period	$ 93,098	$ 103,420

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS - continued
(in thousands)

	Six Months Ended July 31,	
	2026	2025
Supplemental disclosure of cash flow information and non-cash investing and financing activities:		
Cash paid for interest	$ 26,712	$ 27,985
Cash paid (received) for income taxes, net of refunds	1,874	1,423

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

SKILLSOFT CORP.
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(1) Description of Business and Basis of Presentation

Description of Business

Skillsoft Corp. (together with its consolidated subsidiaries, “Skillsoft”, “we”, “us”, or “our”) is a global leader in skills management for the human + artificial intelligence (“AI”) era. Our AI-native platform is designed to give a clear view of workforce capability, close critical skill gaps, and demonstrate the impact of skills on business outcomes. The Skillsoft platform is intended to help organizations build AI-ready teams, lower the cost and time of workforce development, and reduce execution risk as work continues to change. Our Class A Common Stock, par value $0.0001 per share (“common stock”), has been listed on the New York Stock Exchange under the ticker symbol “SKIL” since June 14, 2021. Skillsoft previously had two operating and reportable segments: Talent Development Solutions (“TDS”) and Global Knowledge (“GK”). On April 30, 2026, we committed to a plan to sell the business of our GK segment and determined that such business met the criteria to be classified as held for sale and as discontinued operations. As a result, commencing with the quarter ended April 30, 2026, Skillsoft operates as a single operating and reportable segment. Accordingly, the historical results of our former GK segment are presented as discontinued operations, and, as such, have been excluded from continuing operations and segment results for all periods presented herein. The sale was consummated on July 6, 2026. See Note 3 “Discontinued Operations” for additional information.

References in the accompanying footnotes to Skillsoft’s fiscal year refer to the fiscal year ended January 31 of that year (e.g., fiscal 2026 is the fiscal year ended January 31, 2026).

Principles of Consolidation and Basis of Financial Statement Preparation

The accompanying unaudited condensed consolidated financial statements (the "Interim Financial Statements") include the accounts of Skillsoft Corp. and its subsidiaries, all of which are wholly owned. Any subsidiaries that are formed or acquired during the year are consolidated from their respective dates of formation or acquisition. We prepared the Interim Financial Statements in accordance with generally accepted accounting principles in the United States (“GAAP”) for interim reporting, and the instructions to Form 10-Q and Article 10 of Regulation S-X. Certain information or footnote disclosures, normally included in annual financial statements prepared in accordance with GAAP, have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”) for interim financial reporting. Accordingly, the Interim Financial Statements do not include all of the information and footnotes required by GAAP for complete financial statements.
The Interim Financial Statements, in the opinion of management, reflect all normal and recurring adjustments necessary to fairly present our financial position, operating results and cash flows for the periods presented. All material intercompany transactions and balances have been eliminated in consolidation.

Interim results are not necessarily indicative of results expected for any other interim period or a full fiscal year. The Interim Financial Statements should be read in conjunction with the audited consolidated financial statements and the notes thereto (“2026 AFS”) included in our Annual Report on Form 10-K for fiscal 2026 (“2026 Form 10-K”).

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures with respect to contingent assets and liabilities at the dates of such financial statements and the reported amounts of revenues and expenses during the reported periods. We base our judgments, estimates and assumptions on current facts, historical experience and various other factors that we believe are reasonable under the circumstances. The economic environment also impacts certain estimates and discount rates necessary to prepare our consolidated financial statements, including significant estimates and discount rates applicable to the determination of the fair values used in the impairment testing of our nonfinancial assets. Our assessment of these factors forms the basis for our judgments on the carrying values of our assets and liabilities, and the accrual of our costs and expenses. Actual results could differ materially from our estimates. We review our estimates and underlying assumptions on an ongoing basis and make revisions as determined necessary by management. Revisions are recognized in the period in which the estimates are revised and may also impact subsequent periods.

(2) Summary of Significant Accounting Policies

Except as set forth below, the Interim Financial Statements have been prepared on a basis consistent with the accounting policies described in Note 2 “Summary of Significant Accounting Policies” to the 2026 AFS and should be read in connection therewith.

Assets Held for Sale and Discontinued Operations

Assets and related liabilities of a qualifying business are classified as held for sale when the following conditions are met: (i) management has committed to a plan to sell the net assets, (ii) the net assets are available for immediate sale, (iii) there is an active program to locate a buyer, (iv) the sale and transfer of the net assets is probable within one year, (v) the net assets are being actively marketed for sale at a price that is reasonable in relation to the current fair value, and (vi) it is unlikely that significant changes will be made to the plan to sell the net assets. Assets and related liabilities which have been classified as held for sale are excluded from the net assets and liabilities of continuing operations in the period in which the held for sale criteria was met. A component of a business is classified as a discontinued operation when its disposal represents a strategic shift that has or will have a major effect on our operations and financial results. The results of discontinued operations are reported in income (loss) from discontinued operations, net of income taxes in the unaudited condensed consolidated statements of operations for all current and prior periods presented. The results of discontinued operations include direct costs attributable to the divested business and any gain or loss recognized in connection with the sale, or adjustment of the carrying amount to fair value less cost to sell while being held for sale, and excludes any indirect cost allocation associated with any shared-service or corporate functions not solely dedicated to the divested business. Adjustments to discontinued operations subsequent to the completion of a transaction or disposition are generally attributable to contingencies and indemnifications directly related to the disposal transaction, operations of the discontinued operations, or settlement of obligations directly related to the disposal.

Assets and liabilities of discontinued operations, including those that meet the held-for-sale criteria, are presented separately in the unaudited condensed consolidated balance sheets. Upon classification as held for sale, assets are measured at the lower of carrying amount or fair value less cost to sell, and depreciation and amortization cease. Any impairment losses or subsequent measurement adjustments are recognized in the results of discontinued operations in the period in which they are identified. Cash, cash equivalents and restricted cash attributable to assets held for sale are presented separately in the unaudited condensed consolidated statements of cash flows for all periods presented.

Recently Issued Accounting Guidance

In November 2024, the Financial Accounting Standards Board (“FASB”) issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40)*, which requires disclosure of specified information about certain costs and expenses, including employee compensation, depreciation and intangible asset amortization. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, with early adoption permitted. We will adopt this guidance effective February 1, 2027. The disclosures required under the guidance can be applied either prospectively to financial statements issued for reporting periods after the effective date or retrospectively to any or all periods presented in the financial statements. Other than additional footnote disclosures, we do not expect the adoption of this ASU to have a material impact on our consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06*, Intangibles - Goodwill and Other – Internal-Use Software (Topic 350-40): Targeted Improvements to the Accounting for Internal-Use Software.* This ASU removes all references to prescriptive and sequential software development stages (referred to as "project stages") and requires capitalization of software costs when both of the following occur: (i) management has authorized and committed to funding the software project; and (ii) it is probable that the project will be completed and the software will be used to perform the function intended (referred to as the "probable-to-complete recognition threshold"). ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, with early adoption permitted. We expect to adopt this guidance effective February 1, 2028. We may apply the guidance prospectively, retrospectively, or via a modified prospective transition method. We are evaluating the impact this ASU will have on our consolidated financial statements.

We believe that other recently issued accounting standards will either not have a material impact on our consolidated financial statements or will not apply to our operations.

(3) Discontinued Operations

On July 6, 2026 (the "Closing Date"), Skillsoft completed the sale (the "Transaction") of all of the issued and outstanding limited liability company interests of Global Knowledge Training LLC, a Delaware limited liability company ("GK LLC", and together with GK's direct and indirect subsidiaries, the "Transferred GK Companies"), pursuant to and upon the terms and subject to the conditions set forth in the previously-disclosed Sale and Purchase Agreement, dated May 20, 2026 (the "SPA"), by and between GK Holdings, Inc, a Delaware corporation and wholly-owned subsidiary of Skillsoft Corp. ("Seller") and EHJob GP LLC, a Delaware limited liability company and affiliate of Enduring Ventures ("Purchaser"). The Transferred GK Companies operate Skillsoft's former Global Knowledge business, which provides instructor-led training delivered both in-person and virtually.

Pursuant to the SPA, Purchaser acquired Skillsoft's Global Knowledge business for consideration comprised of: (i) initial consideration of $5.4 million (after the application of agreed adjustments based on the estimated working capital (including cash) and indebtedness of the Transferred GK Companies immediately prior to the Closing Date), which amount is subject to final adjustment in accordance with procedures set forth in the SPA; and (ii) commencing nine months after the Closing Date, deferred consideration of $10.0 million, less approximately $2.0 million related to long-term employee liabilities, payable in five equal quarterly installments, subject to certain offset rights.

The initial consideration was funded through a note issued by GK LLC to the Seller (the "Seller Note"), which bears interest at a market rate and is secured by certain assets of the Transferred GK Companies, including cash and accounts receivable. Of the $5.4 million principal amount of the Seller Note, approximately $3.4 million was due and payable on July 31, 2026, and the remaining $2.0 million is due and payable on October 31, 2026. The Purchaser did not make the $3.4 million payment due to the Seller on July 31, 2026. As of September 1, 2026, the Purchaser had paid $0.5 million of such amount and has advised the Seller that it expects to pay the full remaining outstanding balance of the Seller Note, including the unpaid amount, by October 31, 2026. The Seller continues to engage with the Purchaser regarding the timing of repayment. As of the date of the Interim Financial Statements, the Seller has not accelerated the Seller Note or exercised other remedies available to it as a result of the missed payment.

The Purchaser's obligation to pay the deferred consideration is guaranteed by GK LLC and secured by the intellectual property rights of the Transferred GK Companies.

In the event of a sale, merger, recapitalization or similar transaction involving all or a material portion of the shares or assets of the Transferred GK Companies on or before the third anniversary of the Closing Date, the Purchaser is obligated to pay the Seller 30% of the net sales proceeds or distributed sales proceeds received in such transaction.

On April 30, 2026, Skillsoft determined that the business of its GK segment met the criteria to be classified as assets held for sale and discontinued operations. The disposition represented a strategic shift expected to have a major effect on Skillsoft's operations and financial results. Accordingly, the results of operations of the GK business are presented as discontinued operations in our unaudited condensed consolidated statements of operations for all periods presented.

The assets and liabilities of our GK business (the "disposal group") were classified as held for sale on the unaudited condensed consolidated balance sheet as of April 30, 2026. Immediately prior to such classification, elements of the disposal group were evaluated for impairment under applicable models, which resulted in an $8.7 million non-cash pre-tax total impairment of GK goodwill. Skillsoft measured the remaining assets and liabilities of the disposal group at the lower of their carrying amount or estimated fair value less cost to sell upon classification as held for sale, which resulted in a loss of $6.9 million as of April 30, 2026.

Upon completion of the sale during the three months ended July 31, 2026, we recognized an additional $22.4 million loss on sale, resulting primarily from: (i) a $20.1 million loss on disposal related to the release of the cumulative foreign currency translation adjustment ("CTA") associated with the GK disposal group upon consummation of the sale, and (ii) $2.3 million related to final adjustments to the sales price that resulted from changes in working capital and consideration. Related to the former, because it had not been determined that the sale would result in a disposal (or liquidation) of the foreign entities subject to a CTA, the CTA was not included in the measurement of the loss at the held-for-sale date as of April 30, 2026. At the close of the sale, the legal entities themselves were transferred to the buyers, therefore the CTA was reclassified into earnings.

Depreciation and amortization expense on long-lived assets ceased upon classification as held for sale.

The major classes of assets and liabilities classified as held for sale are as follows (in thousands):

	July 31, 2026	January 31, 2026
Cash and cash equivalents	$ -	$ 6,693
Restricted cash	-	857
Accounts receivable, net of allowance for credit losses	-	20,152
Goodwill	-	8,650
Intangible assets, net	-	22,893
Prepaid expenses and other assets	-	22,034
Total assets held for sale	$ -	$ 81,279
Accounts payable	$ -	$ 6,139
Accrued compensation	-	5,738
Deferred revenue	-	17,544
Deferred tax liabilities	-	84
Accrued expenses and other liabilities	-	12,317
Total liabilities associated with assets held for sale	$ -	$ 41,822

The following presents the results of operations of the discontinued operations for the periods presented only through the July 6, 2026 closing date (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Total revenues	$ 18,300	$ 27,637	$ 42,790	$ 52,690
Operating expenses:				
Costs of revenues	12,595	16,954	29,387	32,685
Content and software development	367	740	797	1,518
Selling and marketing	6,104	9,922	12,778	19,783
General and administrative	1,471	3,620	4,901	7,390
Amortization of intangible assets	-	1,569	1,305	3,071
Loss on disposal and impairment of goodwill related to disposal group	22,364	-	37,967	-
Acquisition and integration related costs	-	18	-	18
Restructuring charges	2,057	544	5,075	874
Total operating expenses	44,958	33,367	92,210	65,339
Operating income (loss)	(26,658)	(5,730)	(49,420)	(12,649)
Other income (expense), net	(2,059)	(392)	(3,411)	(1,921)
Interest income	16	55	23	50
Income (loss) before provision for (benefit from) income taxes	(28,701)	(6,067)	(52,808)	(14,520)
Provision for (benefit from) income taxes	(1,326)	(264)	(1,014)	(295)
Income (loss) from discontinued operations, net of income taxes	$ (27,375)	$ (5,803)	$ (51,794)	$ (14,225)

Cash flows directly attributable to discontinued operations were not material for the periods presented herein.

Following the consummation of the sale on July 6, 2026, Skillsoft continues to have limited involvement with the GK business through a transition services agreement that provides for transitional services customary for transactions of this type through January 6, 2027. We do not expect the services provided under the transition services agreement to be significant to our consolidated financial position, results of operations or cash flows.

(4) Intangible Assets

Intangible assets consisted of the following (in thousands, except for remaining life):

	July 31, 2026				January 31, 2026			
	Weighted Average Remaining Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Life (in years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Developed software/courseware	2.6	$ 387,928	$ 346,798	$ 41,130	1.9	$ 381,712	$ 314,716	$ 66,996
Customer contracts/relationships	7.3	234,600	131,997	102,603	7.5	234,600	117,832	116,768
Trademarks and trade names	9.4	44,000	13,076	30,924	10.3	44,000	11,217	32,783
Publishing rights	0.0	—	—	—	0.4	41,100	38,109	2,991
Skillsoft trademark	Indefinite	65,600	—	65,600	Indefinite	65,600	—	65,600
Total intangible assets		$ 732,128	$ 491,871	$ 240,257		$ 767,012	$ 481,874	$ 285,138

Amortization expense related to our existing finite-lived intangible assets is expected to be as follows (in thousands) for the fiscal years ended January 31:

	Amortization Expense
2027 (six months remaining)	$ 29,117
2028	40,703
2029	29,715
2030	22,692
2031	17,309
Thereafter	35,121
Total future amortization	$ 174,657

Amortization expense related to intangible assets in the aggregate was $21.5 million and $51.1 million for the three and six months ended July 31, 2026, respectively. Amortization expense related to intangible assets in the aggregate was $29.9 million and $60.0 million for three and six months ended July 31, 2025, respectively.

Our goodwill as of the dates indicated is as follows (in thousands):

	As of July 31, 2026			Impairment For the Three Months Ended July 31, 2026	As of January 31, 2026		
	Gross Goodwill	Accumulated Impairment	Net Goodwill		Gross Goodwill	Accumulated Impairment	Net Goodwill
Goodwill	$ 986,055	$ (698,405)	$ 287,650	$ —	$ 986,055	$ (698,405)	$ 287,650

Intangible Asset Impairment Review Requirements and Assumption Uncertainty

Refer to Note 4 “Intangible Assets” to the 2026 AFS for information regarding impairment review requirements and assumption uncertainty. This process was completed for the three and six months ended July 31, 2026, and we considered both adverse and mitigating relevant market-based inputs and factors. Based on the totality of the information considered, we concluded that it was not more likely than not that the fair values of the goodwill, intangible, and long-lived assets of our continuing operations were less than their carrying values and that no triggering event had occurred requiring a quantitative impairment assessment. Accordingly, no impairment charges related to these assets of our continuing operations were recognized during the three and six months ended July 31, 2026. For information regarding goodwill, intangible assets and long-lived asset impairments associated with our discontinued operations (our former GK reporting unit), see Note 3, "Discontinued Operations".

(5) Taxes

For the three and six months ended July 31, 2026, we recorded income tax (expense) of ($7.2) million and ($8.3) million on a pretax loss of $7.8 million and $25.4 million, respectively. For the three and six months ended July 31, 2026, the expense reflects changes in uncertain tax positions, annual withholding tax obligations, undistributed earnings, other non-deductible items, and our valuation allowances. For the three and six months ended July 31, 2025, we recorded an income tax benefit of $0.2 million and $0.9 million on a pretax loss of $18.1 million and $48.5 million, respectively. For the three and six months ended July 31, 2025, the benefit reflects changes in annual withholding tax obligations, undistributed earnings, uncertain tax positions, other non-deductible items, and our valuation allowances.

(6) Restructuring

In connection with Skillsoft's activities with respect to the sale of our GK business, the implementation of our comprehensive resource reallocation plan, and our workplace flexibility policy, we continued to execute initiatives aimed at reducing costs and aligning our operating expenses with current economic conditions and our evolving operating model. These initiatives were intended to enhance operating efficiency, competitiveness, and overall profitability, and included workforce reductions and facility closures and consolidations.

Our restructuring charges are presented separately in the accompanying unaudited condensed consolidated statements of operations. Our restructuring charges recognized during the three and six months ended July 31, 2026 were primarily associated with professional fees in connection with our sale efforts relating to the GK business, employee termination costs, and contract termination costs. Our restructuring charges recognized during the three and six months ended July 31, 2025 were substantially all related to employee termination costs.

Restructuring liability activity consisted of the following for the period presented (in thousands):

	Six Months Ended July 31, 2026
Restructuring liability as of beginning-of-period	$ 7,590
Restructuring expense during-the-period	5,706
Cash paid during-the-period	(7,169)
Restructuring liability as of end-of-period (1)	$ 6,127

(1) As of July 31, 2026, $2.2 million of this amount was included in “accrued compensation”, $2.7 million of this amount was included in “accrued expenses and other current liabilities”, and $1.2 million of this amount was included in “other long-term liabilities” on the unaudited condensed consolidated balance sheets.

Management continues to implement restructuring actions in connection with the sale of the GK business. In addition, we will continue to evaluate our cost structure and operating model to align operating expenses with existing economic conditions, which could result in further restructuring actions.

(7) Commitments and Contingencies

Litigation

Skillsoft is, from time to time, party to general legal proceedings and claims, which arise in the ordinary course of business including those relating to commercial and contractual disputes, employment matters, intellectual property, and other business matters. When appropriate, management consults with legal counsel and other appropriate experts to assess claims. If, in management’s opinion, we have incurred a probable loss as determined in accordance with GAAP, an estimate is made of the loss, and the appropriate accrual is reflected in our consolidated financial statements. Currently, there are no material amounts accrued. While it is not possible to quantify the financial impact or predict the outcome of pending claims and litigation, management does not anticipate that the outcome of any such current proceedings or known claims, either individually or in aggregate, will materially affect Skillsoft’s financial position, results of operations or cash flows.

There are no material proceedings to which any director, officer or affiliate of Skillsoft, any owner of record or beneficially of more than five percent of our common stock, or any associate of any of the foregoing is a party adverse to Skillsoft or any of its subsidiaries or has a material interest adverse to Skillsoft or any of its subsidiaries.

Warranties and Indemnities

Skillsoft's software license arrangements and hosting services are typically warranted to perform in a manner consistent with general industry standards that are reasonably applicable and substantially in accordance with our product documentation under normal use and circumstances. Our arrangements also include certain provisions for indemnifying customers against liabilities if our products or services infringe a third party's intellectual property rights. We have entered into service level agreements with some of our hosted application customers warrantying certain levels of uptime reliability and such agreements permit those customers to receive credits against monthly hosting fees or terminate their agreements in the event that Skillsoft fails to meet those levels for an agreed upon period of time.

To date, Skillsoft has not incurred any material costs as a result of such indemnifications or commitments and has not accrued any liabilities related to such obligations in the Interim Financial Statements.

(8) Long-Term Debt

Debt consisted of the following (in thousands):

	July 31, 2026	January 31, 2026
Term Loans - current portion	$ 6,404	$ 6,404
Current maturities of long-term debt	$ 6,404	$ 6,404
Term Loans - long-term portion	$ 572,187	$ 576,990
Original issue discount - long-term portion	(3,255)	(4,032)
Deferred financing costs - long-term portion	(1,767)	(2,189)
Long-term debt	$ 567,165	$ 570,769

Term Loans

On July 16, 2021, a Skillsoft subsidiary, Skillsoft Finance II, Inc. ("Skillsoft Finance II"), entered into a Credit Agreement (the "Credit Agreement"), by and among Skillsoft Finance II, as borrower, another subsidiary - Skillsoft Finance I, Inc. ("Holdings"), the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent, pursuant to which the lenders provided a term loan in the original principal amount of $480 million (the "Original Term Loan"). In connection with the closing of our Codecademy acquisition, Skillsoft Finance II entered into Amendment No. 1 to the Credit Agreement, dated as of April 4, 2022 (the "First Amendment"), among Skillsoft Finance II, Holdings, certain subsidiaries of Skillsoft Finance II, as guarantors, Citibank N.A., as administrative agent, and the financial institutions party thereto as Term B-1 Lenders, which amended the Credit Agreement (as amended by the First Amendment, the "Amended Credit Agreement"), which provided additional Term B-1 Loans in the original principal amount of $160 million. The Original Term Loan and the Term B-1 Loans were each drawn in full on their respective closing dates, and are scheduled to mature on July 16, 2028.

Our debt outstanding under the Amended Credit Agreement as of July 31, 2026 matures as shown below (in thousands):

Future principal payments due for fiscal years ended January 31:	
2027 (six months remaining)	$ 1,601
2028	8,005
2029	568,985
2030	—
2031	—
Thereafter	—
Total payments	578,591
Current portion	(6,404)
Unamortized original issue discount and issuance costs	(5,022)
Long-term portion	$ 567,165

As of July 31, 2026, the outstanding principal balance on our terms loans bear interest at the Secured Overnight Financing Rate ("SOFR") plus a credit premium of 0.11% plus a margin of 5.25%, per annum, with a SOFR floor of 0.75%. As a result of our interest rate swap agreements, we have a fixed cash interest rate of 8.94% on $300 million of our outstanding term loans.

Accounts Receivable Facility

We also have access to up to $75.0 million of borrowings under our accounts receivable credit agreement (the "A/R Agreement") with First Citizens Bank and Trust Company, pursuant to which certain of our accounts receivable are pledged as security for loans made by participating lenders.

The interest rate on borrowings outstanding under the A/R Agreement was 6.26% on July 31, 2026. As of July 31, 2026, $1.0 million was drawn under the A/R agreement and is classified as "borrowings under accounts receivable facility" on the unaudited condensed consolidated balance sheet.

Refer to Note 12 "Long-Term Debt" to the 2026 AFS for additional information regarding the Amended Credit Agreement and the A/R Agreement.

(9) Shareholders' Equity

Common Stock

As of July 31, 2026, Skillsoft's authorized share capital consisted of 18,750,000 shares of common stock and 10,000,000 shares of preferred stock, with a par value $0.0001 each. As of such date, 9,362,304 shares of common stock were issued, including treasury shares, and 9,062,527 shares were outstanding. As of July 31, 2026, Skillsoft had no shares of preferred stock outstanding.

Subject to applicable law, Skillsoft may declare dividends to be paid ratably to holders of common stock out of our assets that are legally available to be distributed as dividends in the discretion of Skillsoft's Board of Directors ("Board").

Warrants

Refer to Note 15 "Warrants" to the 2026 AFS for information related to the equity and liability-classified warrants.

Share Repurchase Authorization

On July 10, 2024, the Board authorized Skillsoft to repurchase up to $10 million of its common stock. The share repurchase authorization terminates on July 11, 2028 and does not obligate Skillsoft to purchase any minimum number of shares of common stock, and the authorization may be suspended, modified, or discontinued at any time without prior notice. As of July 31, 2026, no common stock had been repurchased under the share repurchase authorization.

Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) associated with foreign currency translation adjustments consisted of the following (in thousands):

	Three Months Ended July 31,					
	2026			2025		
	Before Tax	Income Tax	Net	Before Tax	Income Tax	Net
Balance as of beginning-of-period	$ (14,587)	$ —	$ (14,587)	$ (13,945)	$ —	$ (13,945)
Reclassification to earnings related to disposal of GK business	20,085	—	20,085	—	—	—
Translation adjustment	(303)	—	(303)	(27)	—	(27)
Balance as of end-of-period	$ 5,195	$ —	$ 5,195	$ (13,972)	$ —	$ (13,972)

	Six Months Ended July 31,					
	2026			2025		
	Before Tax	Income Tax	Net	Before Tax	Income Tax	Net
Balance as of beginning-of-period	$ (12,921)	$ —	$ (12,921)	$ (16,918)	$ —	$ (16,918)
Reclassification to earnings related to disposal of GK business	20,085	—	20,085	-	—	—
Translation adjustment	(1,969)	—	(1,969)	2,946	—	2,946
Balance as of end-of-period	$ 5,195	$ —	$ 5,195	$ (13,972)	$ —	$ (13,972)

(10) Stock-Based Compensation

Equity Incentive Plans

In June 2021, Skillsoft adopted the 2020 Omnibus Incentive Plan, which was amended on June 6, 2024 by the First Amendment thereto and on June 25, 2026 by the Second Amendment thereto (as so amended, the "2020 Plan"). The 2020 Plan provides for the grant of incentive stock options, non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, other equity-based awards, and cash-based incentive awards to employees, directors, and consultants of Skillsoft. Under the 2020 Plan, 655,295 shares (post reverse stock split) were initially made available for issuance, increased by the First Amendment thereto to 2,908,333 shares, subject to annual increases (described below) and adjustment provisions already included in the 2020 Plan. Upon stockholder approval of the Second Amendment, and factoring in annual increases through the date of such approval, the number of shares of common stock that are authorized for issuance under the 2020 Plan is 4,305,658, subject to further annual increases and existing adjustment provisions. The 2020 Plan includes an annual increase on January 1 each year, through (and including) January 1, 2031, in an amount equal to 5.0% of the total number of shares of common stock outstanding on December 31 of the preceding calendar year. Our Talent and Compensation Committee may act prior to January 1 of a given year to provide that there will be no January 1 increase for such year or that the increase for such year will be a lesser number of shares of common stock than provided for in the 2020 Plan (to date such discretion has not been exercised). As of July 31, 2026, a total of 727,762 shares of common stock remain available for issuance under the 2020 Plan.

In May 2024, Skillsoft adopted the Skillsoft Corp. 2024 Employment Inducement Incentive Award Plan, amended as of June 5, 2025, to increase the number of shares authorized for issuance thereunder from 200,000 to a total of 400,000 (as so amended the "Inducement Plan"). The Inducement Plan provides for inducement grants of nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, other equity-based awards, and cash-based incentive awards to new hires, or individuals being rehired following a bona fide period of non-employment with us, in compliance with Section 303A.08 of the New York Stock Exchange Listed Company Manual. As of July 31, 2026, a total of 206,250 shares of common stock remain available for issuance under the Inducement Plan.

Stock Options

Under the 2020 Plan, all employees are eligible to receive incentive stock options, and all employees, directors and consultants are eligible to receive non-statutory stock options. The options generally vest over four years and have a term of ten years. Vested options under the plan generally expire not later than 90 days following termination of employment or service or twelve months following an optionee's death or disability. The fair value of stock options is determined on the grant date and amortized over the vesting period on a straight-line basis.

The following summarizes stock option activity for the six months ended July 31, 2026:

	Shares	Weighted - Average Exercise Price	Weighted - Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding, January 31, 2026	8,100	$ 215.00	5.4	$ —
Forfeited	—	—	—	—
Expired	—	—	—	—
Outstanding, July 31, 2026	8,100	215.00	4.9	—
Vested and exercisable, July 31, 2026	8,100	215.00	4.9	—

The stock option expense was fully recognized in fiscal 2026.

Time-Based Restricted Stock Units

Restricted stock units ("RSUs") represent a right to receive one share of Skillsoft's common stock that is both non-transferable and forfeitable unless and until certain conditions are satisfied. Other than annual RSU grants to our non-employee directors, which vest upon the earlier of the first anniversary of the grant date and Skillsoft's next annual meeting of stockholders, and one-time grants made to certain non-employee directors for specified events, which vest on April 1, 2027, time-based RSUs generally vest ratably over a three or four-year period, subject to continued employment/retention through each anniversary. The grant-date fair value of RSUs is based on the closing market price of Skillsoft's common stock on the grant date and is amortized over the vesting period on a straight-line basis.

The following summarizes time-based RSU activity for the six months ended July 31, 2026:

	Shares	Weighted - Average Grant Date Fair Value	Aggregate Intrinsic Value (in thousands)
Unvested balance, January 31, 2026	1,239,793	$ 19.07	$ 11,220
Granted	859,419	4.78	—
Vested	(334,624)	18.47	—
Forfeited	(106,008)	16.08	—
Unvested balance, July 31, 2026 (1)	1,658,580	11.98	11,776

(1) Includes 118,014 vested RSUs, where the shares due on settlement have been irrevocably deferred at the election of the recipients until the earlier of: (i) 30 days following separation from service with Skillsoft; or (ii) a change in control event.

The total unrecognized stock-based compensation costs related to time-based RSUs was $14.3 million as of July 31, 2026, which is expected to be recognized over a weighted-average period of 2.7 years.

Market-Based Restricted Stock Units

Market-based RSUs ("MBRSUs") vest over a three-year or four-year performance period, subject to continued employment through each anniversary and achievement of market conditions (specified targets related to Skillsoft's stock price and objective relative total shareholder return). The fair value of MBRSUs is estimated using the Monte Carlo valuation method. Compensation cost for these awards is recognized based on the grant date fair value which is recognized over the vesting period using the accelerated attribution method.

The following summarizes MBRSU activity for the six months ended July 31, 2026:

	Shares	Weighted - Average Grant Date Fair Value	Aggregate Intrinsic Value (in thousands)
Unvested balance, January 31, 2026	19,862	$ 32.57	$ 180
Granted	—	—	—
Vested	(6,667)	12.94	—
Forfeited	(13,195)	42.50	—
Unvested balance, July 31, 2026	—	—	—

MBRSU expense was fully recognized during the three months ended July 31, 2026.

Performance-Based Restricted Stock Units

Performance-based RSUs ("PBRSUs") vest, once earned, over one or two-year periods, subject to continued employment through each grant date anniversary and achievement of specified corporate goals during performance periods ranging from one to three years. The grant-date fair value of PBRSUs is based on the closing market price of Skillsoft's common stock on the grant date, and is recognized over the requisite service period when it becomes probable that the performance condition will be achieved. The expense and shares vested for our PBRSU awards depend on the achievement of specified results; the ultimate expense and number of shares vested can range from 0% to 200% of the target amount granted.

The following summarizes PBRSU activity for the six months ended July 31, 2026:

	Shares	Weighted - Average Grant Date Fair Value	Aggregate Intrinsic Value (in thousands)
Unvested balance, January 31, 2026	305,764	$ 19.80	$ 2,767
Granted (1)	689,139	4.98	—
Vested	(26,968)	16.21	—
Forfeited	(268,796)	18.08	—
Unvested balance, July 31, 2026	699,139	5.95	4,964

(1) Reflects the number of shares that would vest based on achieving the "Target" level of performance. PBRSUs originally granted to executives during fiscal 2026 ("fiscal 2026 PSUs") were to vest at the end of a three-year performance period, based on achievement of annual revenue growth targets determined by our Talent and Compensation Committee (the "Committee"). In setting the fiscal 2027 long term incentive plan design, the Committee also reviewed the fiscal 2026 long term incentive plan performance. In connection with such review, and to drive alignment to our new operating model and renewed strategic focus on our Enterprise business, on June 30, 2026, the Committee (in each case with the agreement of the holder), cancelled the fiscal 2026 PSUs and issued new PBRSUs to such holders, which vest at the conclusion of a two-year performance period ending on June 30, 2028 (subject to continued employment), based on achievement of specified 12-month bookings growth targets. The terms of the new PBRSUs are otherwise substantially equivalent to the fiscal 2026 PSUs. The cancellation and replacement of the fiscal 2026 PSUs was accounted for as a modification of an equity award under ASC 718, *Compensation-Stock Compensation.*

The total unrecognized stock-based compensation costs related to PBRSUs was $3.4 million as of July 31, 2026, which is expected to be recognized over a weighted-average period of 2.3 years.

Liability-Classified Market-Based Award

In the third quarter of fiscal 2025, we granted a market-based award to Ronald W. Hovsepian, intended to be settled in cash upon vesting, unless determined by the Board or a committee thereof to be settled in shares. This award is eligible to be earned based on the volume-weighted average of our daily common stock trading price over a 30-consecutive trading day period ("30-day VWAP") on or prior to December 31, 2028, with vesting subject to continued employment. During the second quarter of fiscal 2026, the Board certified the achievement of the first of five 30-day VWAP hurdles, for a total earned award of $6 million. Payment of this award was divided into two equal 50% tranches, each valued at $3.0 million. The first 50% of the award was settled in shares during the second quarter of fiscal 2026. The second 50% of the award was settled in cash during the second quarter of fiscal 2027. The unvested portion of the award is classified as a liability and is remeasured at fair value using a Monte Carlo simulation at each reporting date and included in "accrued compensation" on the unaudited condensed consolidated balance sheets. Expense is recognized using an accelerated attribution method over the requisite service period.

The following summarizes the liability-classified market-based performance award balance as of July 31, 2026 (in thousands):

Estimated liability (1)	$ 323
Estimated unrecognized compensation cost (2)	323

(1) Included in "accrued compensation" on the unaudited condensed consolidated balance sheets.
(2) Expected to be recognized over a weighted-average period of 2.4 years.

Stock-Based Compensation Expense

The following summarizes the classification of stock-based compensation expense in the unaudited condensed consolidated statements of operations (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Costs of revenues	$ 77	$ 47	$ 136	$ 158
Content and software development	78	877	309	1,886
Selling and marketing	532	502	1,038	1,276
General and administrative	1,473	1,913	3,432	4,039
Total	$ 2,160	$ 3,339	$ 4,915	$ 7,359

(11) Revenue

Revenue Components and Performance Obligations

Subscription Services

Skillsoft offers subscriptions that provide customers access to a broad spectrum of learning options including access to cloud-based Software as a Service ("SaaS") learning content and individualized coaching to both enterprise and consumer customers. Enterprise revenue is derived from subscription arrangements with organizations that provide access to Skillsoft's learning and talent development solutions to their employees, members or students. Consumer revenue is derived from subscriptions purchased directly by individual learners for personal and professional development. Our cloud-based subscription solutions normally do not provide customers with the right to take possession of the software supporting the platform or to download course content without continuing to incur fees for hosting services and, as a result, are accounted for as service arrangements. Access to the platform and course content represents a series of distinct services as we continually provide access to, and fulfill our obligation to, the customer over the subscription term. The series of distinct services represents a single performance obligation that is satisfied over time. Accordingly, the fixed consideration related to subscription revenue is usually recognized on a straight-line basis over the contract term, beginning on the date that the service is made available to the customer. Our subscription contracts typically vary from one year to three years. Our cloud-based solutions arrangements are mostly non-cancellable, non-refundable, and are invoiced in advance of the subscription services being provided. Revenue from individualized coaching for time-based access to unlimited sessions is recognized on a straight-line basis over the period these services are available to the customers.

Professional Services and Other

Skillsoft also sells professional services related to its cloud solutions which are typically considered distinct performance obligations and are recognized over time as services are performed. For fixed-price contracts, revenue is recognized based on the actual service provided at the end of the reporting period as a proportion of the total services to be provided (proportional performance method). These services usually consist of implementation, integration, and general consulting. Skillsoft's professional service engagements are mostly short in duration. Billing is commonly in advance of the services being provided. Other revenue consists of revenue streams that are ancillary to our core offerings, including project-based work and related one-time incidentals.

Disaggregated Revenue and Geography Information

The following is a summary of net revenues by type for the periods presented (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
SaaS and subscription services:				
Enterprise	$ 85,312	$ 86,320	$ 166,755	$ 171,004
Consumer	6,646	8,975	13,733	17,946
Professional services and other	6,290	5,890	12,258	11,383
Total net revenues	$ 98,248	$ 101,185	$ 192,746	$ 200,333

Generally, SaaS and subscription services revenues are recognized over the service period, while professional services revenues are recognized over time as services are performed.

The following sets forth our revenues by geographic region for the periods presented (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
United States	$ 73,773	$ 76,764	$ 144,469	$ 152,160
Europe, Middle East and Africa	14,847	14,837	29,245	28,890
Other Americas	4,603	4,333	9,050	8,457
Asia-Pacific	5,025	5,251	9,982	10,826
Total net revenues	$ 98,248	$ 101,185	$ 192,746	$ 200,333

Other than the United States, no single country accounted for more than 10% of revenue for all periods presented.

Deferred Revenue

Deferred revenue activity for the six months ended July 31, 2026 was as follows (in thousands):

Deferred revenue as of January 31, 2026	$ 258,448
Billings deferred	125,876
Recognition of deferred revenue attributable to:	
Prior year deferred revenue	(159,915)
Current year deferred revenue	(32,830)
Deferred revenue as of July 31, 2026	$ 191,579

Deferred revenue performance obligations relate predominantly to time-based SaaS and subscription services that are billed in advance of services being rendered.

Deferred Contract Acquisition Costs

Deferred contract acquisition cost activity for the six months ended July 31, 2026 was as follows (in thousands):

Deferred contract acquisition costs as of January 31, 2026	$ 38,495
Contract acquisition costs	9,843
Recognition of contract acquisition costs	(13,416)
Deferred contract acquisition costs as of July 31, 2026	$ 34,922

(12) Fair Value Measurements

ASC Topic 820, *Fair Value Measurements and Disclosures* ("ASC 820") establishes a fair value hierarchy that prioritizes the inputs used to measure fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs. Observable inputs are information that reflect the assumptions that market participants would use in pricing the asset or liability based on market data obtained from sources independent of us. Unobservable inputs are variables that reflect our assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available in the circumstances.

The three levels of the fair value hierarchy established by ASC 820 in order of priority are as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that we have the ability to access as of the reporting date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

- Level 2: Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.

- Level 3: Unobservable inputs that reflect our assumptions about the assumptions that market participants would use in pricing the asset or liability. Unobservable inputs are used to measure fair value to the extent that observable inputs are not available.

The following summarizes our assets (liabilities) that are measured at fair value on a recurring basis as of July 31, 2026 and are categorized using the fair value hierarchy (in thousands):

	Level 1 Measurements	Level 2 Measurements	Level 3 Measurements	Total
Cash and cash equivalents	$ 90,310	$ —	$ —	$ 90,310
Restricted cash	2,788	—	—	2,788
Interest rate swaps - asset (liability)	—	759	—	759
(Liability)-classified market-based award	—	(323)	—	(323)
Total assets (liabilities) recorded at fair value	$ 93,098	$ 436	$ —	$ 93,534

Cash, Cash Equivalents and Restricted Cash

The cost of our cash, cash equivalents and restricted cash was consistent with their estimated fair values as of July 31, 2026. See Note 2 “Summary of Significant Accounting Policies - Cash, Cash Equivalents, and Restricted Cash” to the 2026 AFS for additional detail.

Disposal Group

As discussed in Note 3, "Discontinued Operations," on April 30, 2026, Skillsoft classified the GK segment as held for sale and discontinued operations and measured the disposal group at fair value less costs to sell. The fair value of the disposal group was determined using significant unobservable inputs and therefore is classified as a Level 3 fair value measurement within the fair value hierarchy.

Skillsoft considered available information in estimating the fair value of the disposal group less costs to sell, including the timing and probability of expected cash flows and discount rates derived from observable market data for instruments with similar durations and risk characteristics, as well as information received during the sale process. The terms of the SPA and other corroborative evidence were used to support the estimated fair value less costs to sell as of July 31, 2026.

The Seller Note issued in connection with the sale was initially recognized at fair value and is included in “prepaid expenses and other current assets” on the unaudited condensed consolidated balance sheets. The fair value of the Seller Note was determined using an income approach that incorporated expected repayment timing, estimated collectability and market participant discount rates derived from observable financing arrangements for instruments with similar durations and collateral characteristics.

The deferred consideration receivable under the SPA was initially recognized at fair value and is included in “other assets” on the unaudited condensed consolidated balance sheets. The fair value measurement incorporated market participant assumptions regarding credit risk, non-performance risk, the timing of expected cash flows and appropriate risk-adjusted discount rates.

The contingent consideration asset under the SPA is included in “other assets” on the unaudited condensed consolidated balance sheets and was valued using a probability-weighted expected present value methodology. Significant assumptions included estimates of future qualifying transaction scenarios, expected proceeds, probability assumptions, the timing of expected cash flows and market participant discount rates.

Significant increases or decreases in the estimated probability of collection, probability of future qualifying transactions, expected proceeds or discount rates could result in a materially higher or lower fair value measurement.

Interest Rate Swaps

On June 17, 2022, Skillsoft entered into two fixed-rate interest rate swap agreements to change the SOFR-based component of the interest rate on a portion of our variable rate debt to a fixed rate (the “Interest Rate Swaps”). The Interest Rate Swaps have a combined notional amount of $300.0 million and a maturity date of June 5, 2027. The objective of the Interest Rate Swaps is to eliminate the variability of cash flows for interest payments on $300.0 million of variable rate debt attributable to changes in benchmark one-month SOFR interest rates. The hedged risk is the interest rate risk exposure to changes in interest payments, attributable to changes in benchmark SOFR interest rates over the interest rate swap term. The changes in cash flow of the Interest Rate Swaps are expected to offset changes in cash flow of the variable rate debt. The Interest Rate Swaps are not designated as cash flow hedges, and unrealized gains and losses from changes in fair value of the Interest Rate Swaps are included in the caption “fair value adjustment of interest rate swaps” in the statements of operations as they occur. For the three and six months ended July 31, 2026, we recognized a non-cash gain (loss) of $0.8 million and $2.0 million, respectively. For the three and six months ended July 31, 2025, we recognized a non-cash gain (loss) of $2.1 million and ($2.1) million, respectively.

The inputs for determining fair value of the Interest Rate Swaps are classified as Level 2 inputs. Level 2 fair value is based on estimates using standard pricing models. These standard pricing models use inputs which are derived from or corroborated by observable market data such as interest rate yield curves, index forward curves, discount curves, and volatility surfaces. The counterparties to these derivative contracts are highly-rated financial institutions which we believe carry only a minimal risk of nonperformance.

Depending on whether the Interest Rate Swaps are in an asset or liability position at the end of the reporting period, they are included in either “other assets” or “other long-term liabilities” on our unaudited condensed consolidated balance sheets.

Liability-Classified Market-Based Awards

The fair value of the liability-classified market-based award is determined using a Monte Carlo simulation, weighted for the service period completed, at each reporting date. The most significant inputs for determining the fair value either originate from the grant agreement (e.g., stock price hurdles, vesting amounts, and service dates) or are derived from or corroborated by observable market data (e.g., interest rates, stock prices, equity risk, market betas, size premiums, average stock volatility); therefore we have classified the fair value measurement as Level 2 in the fair value hierarchy. See Note 10 “Stock-Based Compensation” above for additional information related to the liability-classified market-based award.

Other Fair Value Instruments

Skillsoft currently invests available cash balances primarily in money market funds invested in United States Treasury securities and United States Treasury securities repurchase agreements, as well as cash deposits held at major banks. The carrying amounts of cash and cash equivalents, trade receivables, trade payables and accrued liabilities, as reported on the unaudited condensed consolidated balance sheet as of July 31, 2026, approximate their fair value because of the short maturity of those instruments.

Our long-term debt is a financial instrument, and the fair value of Skillsoft's outstanding principal amounts as of July 31, 2026 was $531.7 million. This fair value is determined based on inputs that are classified as Level 2 within the fair value hierarchy. The fair value hierarchy table presented above only includes assets and liabilities measured at fair value on the unaudited condensed consolidated balance sheets.

(13) Segment Information

ASC 280, *Segment Reporting*, establishes standards for reporting information about operating segments. Skillsoft's chief operating decision maker ("CODM") is its Chief Executive Officer. No operating segments have been aggregated to determine our reportable segment.

As of April 30, 2026, Skillsoft operates as a single operating and reportable segment. Our CODM organizes Skillsoft's business, manages resource allocation and measures performance on a consolidated basis. Skillsoft previously had two operating and reportable segments: TDS and GK. On April 30, 2026, we committed to a plan to sell the business of our GK segment, and determined that such business met the criteria to be classified as held for sale and as discontinued operations. Accordingly, the historical results of our former GK segment are presented as discontinued operations, and as such, have been excluded from continuing operations in the unaudited condensed consolidated statements of operations and segment results for all periods presented. See Note 3 "Discontinued Operations" for additional information.

In connection with Skillsoft's transition to a single reportable segment, the CODM changed the measures used to evaluate segment performance and allocate resources from segment revenues and business unit contribution profit to revenue from continuing operations (which we refer to herein as "revenue"), income (loss) from continuing operations, and adjusted EBITDA from continuing operations (which we refer to herein as "adjusted EBITDA"). Income (loss) from continuing operations is the measure of segment profit (loss) determined on a basis most consistent with the measurement principles used in our unaudited condensed consolidated statements of operations. Adjusted EBITDA is an additional measure of segment profit (loss) used by the CODM to evaluate segment performance and allocate resources. Prior-period amounts have been recast to conform to the current presentation (segment revenue determinations are unchanged). Adjusted EBITDA is determined by subtracting the following from revenue: adjusted costs of revenues, adjusted content and software development expenses, adjusted selling and marketing expenses, and adjusted general and administrative operating expenses. The foregoing adjusted expense measures are defined as costs of revenues, content and software development expenses, selling and marketing expenses, and general and administrative operating expenses (in each case from continuing operations) reflected in our unaudited condensed consolidated statements of operations, respectively, but excluding in each case the following items (when applicable), which our CODM does not consider in measuring adjusted EBITDA:

- Depreciation expenses – Costs of property and equipment recorded to expense over their respective estimated useful lives on a straight-line basis.
- Long-term incentive compensation expenses – Charges associated with long-term incentive compensation programs, including stock-based compensation, cash awards tied to stock performance, and awards granted in lieu of stock that are intended to be settled in cash.
- Litigation and regulatory matters expenses – Charges associated with certain litigation, regulatory, compliance and investigative matters that are determined to be outside of the ordinary course of business, and not reflective of ongoing operations.
- Executive exit costs – Costs associated with the departure of executives.
- Transformation costs – Costs incurred to transform our operations through significant strategic non-ordinary course transactions.

Adjusted EBITDA excludes the following (when applicable), as the CODM does not consider them in measuring adjusted EBITDA: non-cash goodwill and intangible asset impairment charges; amortization of intangible assets; acquisition and integration-related costs; restructuring expenses; other income (expense), net; interest rate swap fair value adjustments; interest income; and interest expense. Segment performance is not evaluated based on segment asset or liability information.

Our business is delivered through two complementary platform offerings: (i) our enterprise-focused Skills Management Platform, which provides organizations with subscription-based access to learning and workforce capability development tools, and (ii) our Learner Platform, which provides interactive, practice-based technology skill development experiences for individual learners and enterprise teams.

The following presents income (loss) from continuing operations, adjusted EBITDA, a reconciliation between the two, and significant segment expenses for the periods presented (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Revenues	$ 98,248	$ 101,185	$ 192,746	$ 200,333
Adjusted costs of revenues	15,135	15,796	30,874	32,067
Adjusted content and software development expenses	11,460	12,467	24,134	24,564
Adjusted selling and marketing expenses	25,400	28,913	51,670	57,579
Adjusted general and administrative expenses	12,825	12,794	26,000	28,069
Adjusted EBITDA	33,428	31,215	60,068	58,054
Excluded from all adjusted operating expenses above:				
Depreciation	316	336	659	656
Long-term incentive compensation expenses	2,182	3,718	5,132	8,257
Litigation and regulatory matters expenses	248	—	621	—
Transformation costs	1,406	1,004	1,777	2,606
Amortization of intangible assets	21,537	29,875	51,098	59,981
Acquisition and integration related costs	—	769	—	1,292
Restructuring expenses	4,365	1,613	5,706	2,629
Operating income (loss)	3,374	(6,100)	(4,925)	(17,367)
Other income (expense), net	1,627	331	4,233	(586)
Fair value adjustment of interest rate swaps	758	2,128	2,003	(2,128)
Interest income	697	465	1,242	933
Interest expense	(14,240)	(14,962)	(27,988)	(29,358)
Income (loss) before provision for (benefit from) income taxes	(7,784)	(18,138)	(25,435)	(48,506)
Provision for (benefit from) income taxes	7,209	(153)	8,253	(894)
Income (loss) from continuing operations	$ (14,993)	$ (17,985)	$ (33,688)	$ (47,612)

Significant segment expenses consist of adjusted costs of revenues, adjusted content and software development expenses, adjusted selling and marketing expenses, and adjusted general and administrative operating expenses (each as set forth above). Other segment items (also set forth above) consist of (when applicable) each of the exclusions described above to determine the adjusted expense measures (depreciation, long-term incentive compensation expenses, litigation and regulatory matters expenses, transformation costs), as well as non-cash goodwill and intangible asset impairment charges; amortization of intangible assets; acquisition and integration-related costs; restructuring expenses; other income (expense), net; interest rate swap fair value adjustments; interest income; and interest expense.

The following sets forth our assets from continuing operations as of the period presented (in thousands):

	July 31, 2026	January 31, 2026
Continuing operations	$ 766,527	$ 881,839

Skillsoft's long-lived assets are primarily located in the United States. Long-lived assets located in any individual foreign country are not material.

(14) Net Income (Loss) Per Share

Basic earnings (loss) per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period. Diluted earnings (loss) per share is computed by dividing net income for the period by the weighted-average number of common shares outstanding during the period, plus the dilutive effect of outstanding restricted stock-based awards, and stock options using the treasury stock method.

The following sets forth the computation of basic and diluted earnings (loss) per share (in thousands, except for the number of shares and per share data):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Income (loss) from continuing operations	$ (14,993)	$ (17,985)	$ (33,688)	$ (47,612)
Income (loss) from discontinued operations	(27,375)	(5,803)	(51,794)	(14,225)
Net income (loss)	$ (42,368)	$ (23,788)	$ (85,482)	$ (61,837)
Weighted average common shares outstanding:				
Basic and diluted	8,988,884	8,567,973	8,901,553	8,448,433
Per basic and diluted share:				
Income (loss) from continuing operations	$ (1.67)	$ (2.10)	$ (3.78)	$ (5.64)
Income (loss) from discontinued operations	(3.04)	(0.68)	(5.82)	(1.68)
Net income (loss)	$ (4.71)	$ (2.78)	$ (9.60)	$ (7.32)

During the three and six months ended July 31, 2026 and July 31, 2025, we incurred net losses and, therefore, the effect of our potentially dilutive securities was not included in the calculation of diluted loss per share as the effect would be anti-dilutive. The following sets forth stock/RSU totals with a potentially dilutive impact, excluding the effect of the treasury stock method (in thousands):

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Common stock underlying warrants	1,300	3,098	2,061	3,098
RSUs	2,421	1,940	1,962	1,723
Stock options	8	31	8	31
Total	3,729	5,069	4,031	4,852

(15) Related Party Transactions

Agreements with Largest Shareholder

In January 2025, Skillsoft renewed a previous three-year agreement to provide off-the-shelf Skillsoft products to companies affiliated with Prosus N.V. and Naspers Ltd. (collectively, "Prosus Companies") for an aggregate of $0.8 million over the next three years (the "Prosus Commercial Agreement"). In March 2024, Skillsoft entered into a one-year commercial arrangement to provide training and coaching services to Prosus Companies in the amount of $84,000. These services were not provided in 2024, and were therefore extended in March 2025 for another year (collectively, the "Coaching Arrangement"). In June 2025, the parties consolidated these arrangements and added certain upgraded licenses (the "2025 Consolidation"). The 2025 Consolidation includes Skillsoft's customary automatic one-year renewal term unless terminated by either party upon specified advance notice. However, the Coaching Arrangement portion terminated in January 2026. In April 2025, the parties also entered into an additional one-year off-the-shelf product agreement for specific training products for approximately $69,000 and in March 2026, the parties added a number of additional licenses to the 2025 Consolidation for the remaining term of the three-year agreement for approximately $40,000 per year.

(16) Subsequent Events

We have completed an evaluation of all subsequent events after the balance sheet date of July 31, 2026 through the filing date of this Form 10-Q to ensure that this filing includes appropriate disclosure of events both recognized in Interim Financial Statements, and events which occurred subsequently but were not recognized in the Interim Financial Statements. We have concluded that no subsequent events have occurred that require disclosure, except as are disclosed within the Interim Financial Statements.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

In this Form 10-Q, including the following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A"), "Skillsoft", "we", "our" or "us" refers to Skillsoft Corp. and its consolidated subsidiaries. This MD&A should be read in conjunction with: (i) the unaudited condensed consolidated financial statements and the accompanying notes presented in Part I, – Item 1. "Financial Statements" of this Form 10-Q (the "Interim Financial Statements"), (ii) our consolidated financial statements, notes thereto, and the related MD&A contained in our 2026 Form 10-K; and (iii) the disclosures under "Cautionary Notes Regarding Forward-Looking Statements" and "Risk Factors" in this Form 10-Q and in the 2026 Form 10-K. The consolidated financial statements contained in the 2026 10-K are referred to herein as the "2026 AFS".

General

Skillsoft® provides a skills management platform and associated learning solutions that are designed to help organizations manage the human and artificial intelligence ("AI") skills lifecycle, including visibility into the skills they have and the skills they need, closing skills gaps, matching skills to work, and understanding how skills development impacts business performance.

In fiscal 2026, we evolved from a content-centric model to an integrated skills management platform, where we leveraged our market-leading curated learning content and connected it to capabilities in content creation, skills benchmarking, AI-assisted learning, and role-based development journeys.

We believe that Skillsoft's unique capabilities, described below, set us apart as a trusted partner for workforce transformation and preparedness:

- **End-to-End Skills Management:** A unified platform that combines content, skills mapping, benchmarking, analytics, and administrative controls to support workforce skill visibility, development, validation, and deployment.
- **Blended Learning Experiences Across Modalities:** Digital courses, interactive AI simulations, coaching, bootcamps, practice labs, and assessments delivered within a centralized learner and administrative experience designed to support applied skill development.
- **In-Platform Content Creation:** Enterprise tools designed to enable customers to create, customize, update, and publish learning experiences, including courses, simulations, and skill benchmarks, while maintaining intellectual property ("IP") protection and governance over their proprietary content.
- **Embedded AI Functionality:** AI capabilities integrated into personalization, simulation, benchmarking, content creation, and learner assistance within enterprise learning frameworks.
- **Enterprise-Scale Infrastructure:** Security, compliance capabilities, and system integrations designed to support large, distributed organizations operating across regions and regulatory environments.
- **Measurement and Insights:** Benchmarking and analytics that help to provide visibility into workforce capability, identified skills gaps, and development progress in relation to organizational priorities.

For more details, refer to "Part I – Item 1. Business" in our 2026 Form 10-K.

Significant Event

On July 6, 2026, Skillsoft completed the sale of our GK business. Following the consummation of the sale we continue to have limited involvement with the GK business through a transition services agreement that provides for transitional services customary for transactions of this type through January 6, 2027. We do not expect the services provided under the transition services agreement to be significant to our consolidated financial position, results of operations or cash flows. See Note 3 "Discontinued Operations" for additional information.

Results of Operations

Our results of operations as reported in our Interim Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

The following sets forth certain items from our unaudited condensed consolidated statements of operations as a percentage of total revenues for the periods indicated:

	Three Months Ended July 31,		Six Months Ended July 31,	
	2026	2025	2026	2025
Revenues:				
Total revenues	100.0%	100.0%	100.0%	100.0%
Operating expenses:				
Costs of revenues	15.4%	15.7%	16.1%	16.2%
Content and software development expenses	11.8%	13.4%	12.8%	13.4%
Selling and marketing expenses	26.6%	29.3%	27.5%	29.7%
General and administrative expenses	16.4%	15.7%	16.6%	17.5%
Amortization of intangible assets	21.9%	29.5%	26.5%	29.9%
Acquisition and integration related costs	0.0%	0.8%	0.0%	0.6%
Restructuring	4.4%	1.6%	3.0%	1.3%
Total operating expenses	96.5%	106.0%	102.5%	108.6%
Operating income (loss)	3.5%	(6.0)%	(2.5)%	(8.6)%
Other income (expense), net	1.5%	0.2%	2.2%	(0.3)%
Fair value adjustment of interest rate swaps	0.8%	2.1%	1.0%	(1.1)%
Interest income	0.7%	0.5%	0.6%	0.5%
Interest expense	(14.5)%	(14.8)%	(14.5)%	(14.7)%
Income (loss) before provision for (benefit from) income taxes	(8.0)%	(18.0)%	(13.2)%	(24.2)%
Provision for (benefit from) income taxes	7.3%	(0.2)%	4.3%	(0.4)%
Income (loss) from continuing operations	(15.3)%	(17.8)%	(17.5)%	(23.8)%

Segment Information

Effective April 30, 2026, following the classification of our Global Knowledge ("GK") business as held for sale and discontinued operations, Skillsoft operates as a single operating and reportable segment. In connection with Skillsoft's transition to a single reportable segment, Skillsoft's Chief Executive Officer, who serves as the Chief Operating Decision Maker ("CODM"), changed the measures used to evaluate performance and allocate resources from segment revenues and business unit contribution profit to revenue from continuing operations (which we refer to herein as "revenue"), income (loss) from continuing operations, and non-GAAP adjusted EBITDA from continuing operations (which we refer to herein as "adjusted EBITDA"). Prior-period amounts have been recast to conform to the current presentation (segment revenue determinations are unchanged). In addition to net income (loss) from continuing operations, our CODM uses adjusted EBITDA to evaluate segment performance and allocate resources. We believe that adjusted EBITDA can be useful in evaluating our performance against our peer companies because we believe it provides users with valuable insight into key components of our GAAP financial disclosures. In addition, adjusted EBITDA is used to assess operating performance, financial leverage and the effective use and allocation of resources; to provide more normalized period-to-period comparisons of operating results; and to enhance investors' understanding of the core operating results of our business. See Note 13, Segment Information, to the Interim Financial Statements for additional information regarding Skillsoft's reportable segment (including how adjusted EBITDA is determined), and the reconciliation of adjusted EBITDA to income (loss) from continuing operations for each of the three and six month periods ended July 31, 2026 and July 31, 2025.

Segment information for the periods indicated is set forth below (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Revenues	$ 98,248	$ 101,185	$ (2,937)	(2.9)%	$ 192,746	$ 200,333	$ (7,587)	(3.8)%
Adjusted costs of revenues	15,135	15,796	(661)	(4.2)%	30,874	32,067	(1,193)	(3.7)%
Adjusted content and software development expenses	11,460	12,467	(1,007)	(8.1)%	24,134	24,564	(430)	(1.8)%
Adjusted selling and marketing expenses	25,400	28,913	(3,513)	(12.2)%	51,670	57,579	(5,909)	(10.3)%
Adjusted general and administrative expenses	12,825	12,794	31	0.2%	26,000	28,069	(2,069)	(7.4)%
Adjusted EBITDA	$ 33,428	$ 31,215	$ 2,213	7.1%	$ 60,068	$ 58,054	$ 2,014	3.5%

Revenues

We provide enterprise customers with subscription-based access to learning skills development delivered through two platform offerings: (i) our enterprise-focused Skills Management Platform, which provides organizations with subscription-based access to learning and workforce capability development tools, and (ii) our Learner Platform, which provides interactive, practice-based technology skill development experiences for individual learners.

Our Skills Management Platform is delivered primarily through subscription-based agreements that provide enterprise customers with access to our multi-modal learning offerings and related platform capabilities. Customers subscribe to curated learning content across leadership and business, technology, and compliance subject areas, delivered through multiple modalities including digital courses, coaching, bootcamps, practice labs, simulations, and assessments. Subscription arrangements may include varying combinations of content libraries and delivery modalities, reflecting enterprise scope and user needs. Customers may also purchase expanded access to additional platform capabilities, including content creation and skills benchmarking tools. Contracts are typically annual agreements and priced based on enterprise scope, number of users, and product configuration.

Our Learner Platform provides interactive, practice-based experiences focused primarily on technology skill development. The platform supports direct-to-consumer selling and delivery options, offering hands-on learning environments that emphasize applied skill development. The technology underlying this platform has also been deployed as an extension of our Skills Management Platform to support enterprise customers.

Subscription and Professional Services and Other Revenues

Software as a service ("SaaS") Subscription Revenue. Represents revenue generated from contracts specifying a minimum fixed fee for services delivered over the life of the contract to both enterprise and consumer customers. Enterprise revenue is derived from subscription arrangements with organizations that provide access to Skillsoft's learning and talent development solutions to their employees, members or students. Consumer revenue is derived from subscriptions purchased directly by individual learners for personal and professional development. The initial term of enterprise contracts is generally one to three years and is usually non-cancellable for the term of the subscription. The fixed fee is commonly paid upfront on an annual basis. These contracts typically consist of subscriptions to our various offerings which provide access to our SaaS platforms, associated content and services, over the contract term.

Professional Services and Other Revenue. Professional services revenue primarily consists of implementation, integration, consulting, and other services provided to customers in connection with deployment and optimization of our learning and talent development solutions. Other revenue consists of revenue streams that are ancillary to our core offerings, including project-based work and related one-time incidentals. The professional services and other revenue non-subscription services complement our subscription business in creating strong and comprehensive customer relationships.

The following is a summary of our net revenues by type for the periods indicated (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
SaaS and subscription services:								
Enterprise	$ 85,312	$ 86,320	$ (1,008)	(1.2)%	$ 166,755	$ 171,004	$ (4,249)	(2.5)%
Consumer	6,646	8,975	(2,329)	(25.9)%	13,733	17,946	(4,213)	(23.5)%
Professional services and other	6,290	5,890	400	6.8%	12,258	11,383	875	7.7%
Total net revenues	$ 98,248	$ 101,185	$ (2,937)	(2.9)%	$ 192,746	$ 200,333	$ (7,587)	(3.8)%

Total revenue decreased for the three and six months ended July 31, 2026 compared with the three and six months ended July 31, 2025, primarily due to declines in our consumer business reflecting continued reduction in demand for direct-to-consumer offerings. Additionally, the enterprise business saw slight declines from the continued impact of lower bookings related to more cautious discretionary spending in the first half of the prior year sales cycle by certain public-sector customers. Based on recent trends, we expect the decline in our consumer business to continue, although the extent and timing of future declines may be influenced by broader market conditions, customer demand and our strategic priorities.

Operating Expenses

Summary of operating expenses

The following provides select operating expenses (in thousands, except percentages), which are discussed in the associated captions that immediately follow:

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Costs of revenues	$ 15,147	$ 15,935	$ (788)	(4.9)%	$ 31,036	$ 32,451	$ (1,415)	(4.4)%
Content and software development expenses	11,635	13,577	(1,942)	(14.3)%	24,687	26,901	(2,214)	(8.2)%
Selling and marketing expenses	26,095	29,669	(3,574)	(12.0)%	53,055	59,417	(6,362)	(10.7)%
General and administrative expenses	16,095	15,847	248	1.6%	32,089	35,029	(2,940)	(8.4)%
Amortization of intangible assets	21,537	29,875	(8,338)	(27.9)%	51,098	59,981	(8,883)	(14.8)%
Acquisition and integration related costs	—	769	(769)	(100.0)%	—	1,292	(1,292)	(100.0)%
Restructuring	4,365	1,613	2,752	170.6%	5,706	2,629	3,077	117.0%
Total operating expenses	$ 94,874	$ 107,285	$ (12,411)	(11.6)%	$ 197,671	$ 217,700	$ (20,029)	(9.2)%

Costs of revenues

Costs of revenues consists primarily of employee salaries and benefits for hosting operations, professional service and customer support personnel; royalties; hosting and software maintenance services; and facilities and utilities costs. The following provides details regarding the changes in components of costs of revenues (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Compensation and benefits	$ 7,596	$ 7,943	$ (347)	(4.4)%	$ 15,383	$ 16,044	$ (661)	(4.1)%
Courseware and outside services	4,521	4,771	(250)	(5.2)%	9,557	10,302	(745)	(7.2)%
Hosting and software maintenance	2,911	3,033	(122)	(4.0)%	5,836	5,781	55	1.0%
Facilities, utilities and other	119	188	(69)	(36.7)%	260	324	(64)	(19.8)%
Total costs of revenues	$ 15,147	$ 15,935	$ (788)	(4.9)%	$ 31,036	$ 32,451	$ (1,415)	(4.4)%

Costs of revenues is variable and generally correlates with revenue volume and the mix of products and services, as different offerings carry different margin profiles. The decrease in compensation and benefits and courseware and outside services, when comparing the three and six months ended July 31, 2026 to the corresponding periods in 2025, was primarily attributable to lower revenue, partially offset by lower-margin offerings. Hosting and software maintenance increased when comparing the six months ended July 31, 2026 to the corresponding period in 2025, primarily reflecting continued investments in technology and increasing third-party costs.

Content and software development expenses

Content and software development expenses include costs associated with the development of new products and the enhancement of existing products, consisting primarily of employee salaries and benefits; development-related professional services; facilities costs; depreciation; and software maintenance costs. The following provides details regarding the changes in components of content and software development expenses (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Compensation and benefits	$ 8,250	$ 9,844	$ (1,594)	(16.2)%	$ 18,282	$ 20,023	$ (1,741)	(8.7)%
Consulting and outside services	1,780	2,329	(549)	(23.6)%	3,177	3,898	(721)	(18.5)%
Software maintenance	1,393	1,320	73	5.5%	2,796	2,666	130	4.9%
Facilities, utilities and other	212	84	128	152.4%	432	314	118	37.6%
Total content and software development expenses	$ 11,635	$ 13,577	$ (1,942)	(14.3)%	$ 24,687	$ 26,901	$ (2,214)	(8.2)%

The decreases in compensation and benefits, when comparing the three and six months ended July 31, 2026 to the corresponding prior year periods, were attributable to lower stock-compensation expense due to forfeitures and lower grants of share-based payment awards. The decreases in consulting and outside services expenses, when comparing the three and six months ended July 31, 2026 to the corresponding prior year periods, are primarily due to cost savings from our restructuring initiatives. Software maintenance increased when comparing the three and six months ended July 31, 2026 to the corresponding prior year periods, primarily reflecting increasing third-party costs.

Selling and marketing expenses

Selling and marketing ("S&M") expenses consist primarily of employee compensation and benefits for selling, marketing and pre-sales support personnel; commissions and travel expenses; advertising and promotional expenses; consulting and outside services; facilities costs; depreciation; and software maintenance costs. The following provides details regarding the changes in components of S&M expenses (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Compensation and benefits	$ 19,870	$ 20,743	$ (873)	(4.2)%	$ 39,925	$ 44,316	$ (4,391)	(9.9)%
Advertising and promotions	3,390	5,109	(1,719)	(33.6)%	7,368	8,189	(821)	(10.0)%
Software maintenance	2,248	2,770	(522)	(18.8)%	4,579	5,323	(744)	(14.0)%
Consulting and outside services	353	628	(275)	(43.8)%	718	1,029	(311)	(30.2)%
Facilities, utilities and other	234	419	(185)	(44.2)%	465	560	(95)	(17.0)%
Total S&M expenses	$ 26,095	$ 29,669	$ (3,574)	(12.0)%	$ 53,055	$ 59,417	$ (6,362)	(10.7)%

The decrease in compensation and benefits and software maintenance, when comparing the three and six months ended July 31, 2026 to the corresponding periods in 2025, primarily reflected cost savings from our continued optimization of our go-to-market model and sales coverage strategy. The decreases in advertising and promotions, when comparing the three and six months ended July 31, 2026 to the corresponding periods in 2025, were primarily attributable to efforts to optimize marketing expenditures and improve operating efficiency.

General and administrative expenses

General and administrative ("G&A") expenses consist primarily of employee salaries and benefits for executive, finance, administrative, and legal personnel; audit, legal and consulting fees; insurance; franchise, sales and property taxes; facilities costs; and depreciation. The following provides details regarding the changes in components of G&A expenses (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Compensation and benefits	$ 9,901	$ 9,871	$ 30	0.3%	$ 20,071	$ 21,396	$ (1,325)	(6.2)%
Consulting and outside services	4,610	4,101	509	12.4%	8,710	9,949	(1,239)	(12.5)%
Insurance	488	548	(60)	(10.9)%	973	1,080	(107)	(9.9)%
Facilities, utilities and other	179	322	(143)	(44.4)%	393	417	(24)	(5.8)%
Software maintenance	775	883	(108)	(12.2)%	1,517	1,859	(342)	(18.4)%
Franchise, sales, and property tax	142	122	20	16.4%	425	328	97	29.6%
Total G&A expenses	$ 16,095	$ 15,847	$ 248	1.6%	$ 32,089	$ 35,029	$ (2,940)	(8.4)%

Compensation and benefits and consulting and outside services expenses decreased during the six months ended July 31, 2026 compared to the prior year period, primarily due to cost savings resulting from our restructuring initiatives, including reduced stock-based compensation expense driven by forfeitures and lower grants. When comparing the three months ended July 31, 2026 to the corresponding period in 2025, consulting and outside services increased primarily reflecting higher spending on third-party professional services supporting efficiency initiatives.

Amortization of intangible assets

Intangible assets arising from business combinations consist of developed technology, customer-related intangibles, trade names and other identifiable intangible assets with finite lives. These intangible assets are amortized over the estimated useful lives of such assets. We also capitalize certain internal use software development costs related to our SaaS platforms incurred during the application development stage. The internal use software is amortized on a straight-line basis over its estimated useful life.

Amortization of intangible assets, when comparing the three and six months ended July 31, 2026 to the same periods in 2025, decreased primarily due to certain intangible assets becoming fully amortized, partially offset by increases in amortization of capitalized internal use software development costs.

Impairment of goodwill and intangible assets

Refer to Note 4 "Intangible Assets" to the 2026 AFS for information regarding impairment review requirements and assumption uncertainty. This process was completed for the three and six months ended July 31, 2026, and we considered both adverse and mitigating relevant market-based inputs and factors. Based on the totality of the information considered, we concluded that it was not more likely than not that the fair values of the goodwill, intangible, and long-lived assets of our continuing operations were less than their carrying values and that no triggering event had occurred requiring a quantitative impairment assessment. Accordingly, no impairment charges related to these assets of our continuing operations were recognized during the three and six months ended July 31, 2026. For information regarding goodwill, intangible assets and long-lived assets impairments associated with discontinued operations (our former GK reporting unit), see Note 3, "Discontinued Operations" to the Interim Financial Statements.

Acquisition and integration related costs

Acquisition and integration related costs consist of professional fees for legal, investment banking and other advisor costs incurred in connection with the business combinations completed in April 2022 and the subsequent integration related activities. Changes in these costs primarily reflect fluctuations in the level of integration activities incurred during each period.

Restructuring

In connection with Skillsoft's activities with respect to the sale of its GK business, which was classified as held for sale and discontinued operations as of April 30, 2026, the implementation of our comprehensive resource reallocation plan, and our workplace flexibility policy, we continued to execute initiatives aimed at reducing costs and aligning our operating expenses with current economic conditions and our evolving operating model. These initiatives were intended to enhance operating efficiency, competitiveness, and overall profitability, and included workforce reductions and facility closures and consolidations. Our restructuring charges recognized during the three months and six months ended July 31, 2026 totaling $4.4 million and $5.7 million, respectively, were primarily associated with professional fees in connection with our sale efforts relating to the GK business, employee termination costs, and contract termination costs. Our restructuring charges recognized during the three and six months ended July 31, 2025 totaling $1.6 million and $2.6 million, respectively, were primarily associated with the employee termination costs.

In addition, the sale of our GK business may include additional workforce reductions, facility closures and consolidations, the exit or modification of certain contracts, and/or other actions intended to improve operating efficiency or rationalize our cost structure, any or all of which may be material. We will continue to evaluate our cost structure and operating model to align operating expenses with existing economic conditions, which could result in further restructuring actions.

Interest and other

Interest and other, net, consists of gain or loss on derivative instruments, interest income, interest expense, and other expenses and income (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Other income (expense), net	$ 1,627	$ 331	$ 1,296	391.5%	$ 4,233	$ (586)	$ 4,819	(822.4)%
Interest income	697	465	232	49.9%	1,242	933	309	33.1%
Interest expense	(14,240)	(14,962)	722	(4.8)%	(27,988)	(29,358)	1,370	(4.7)%

Other income (expense), net consists primarily of the foreign exchange gains and losses (specifically, resulting from foreign currency denominated transactions and the revaluation of foreign currency denominated assets and liabilities), which fluctuate as the U.S. dollar appreciates or depreciates against other currencies. Interest income for the three and six months ended July 31, 2026 compared to the same periods in 2025 increased primarily due to higher money market balances. The decrease in interest expense, when comparing the three and six months ended July 31, 2026 to the corresponding periods in 2025, was primarily due to lower average interest rates for our borrowings. As a result of our interest rate swaps agreements, described below, we have a fixed cash interest rate of 8.94% on $300 million of our outstanding term loans.

Fair value adjustment of interest rate swaps

We entered into two fixed-rate interest rate swap agreements on June 17, 2022 for a combined notional amount of $300 million and a maturity date of June 5, 2027. The objective of the interest rate swaps is to eliminate fluctuations in cash flows for interest payments on $300 million of variable rate debt attributable to changes in the benchmark one-month Secured Overnight Financing Rate (“SOFR”) interest rates. The interest rate swaps are not designated for hedge accounting and are carried on the unaudited condensed consolidated balance sheets at their fair value. Unrealized gains and losses from changes in fair value of the interest rate swaps, which arise from variations in the forward-looking yield curve, are included in the caption “fair value adjustment of interest rate swaps” in the statements of operations as they occur.

The gains (losses) reflected for the change in value of the interest rate swaps during the three and six months ended July 31, 2026 and 2025 are primarily attributable to increases (decreases) in the expectation for one-month SOFR interest rates through June 5, 2027.

Provision for (benefit from) income taxes

The following provides select provision for (benefit from) income taxes information (in thousands, except percentages):

	Three Months Ended July 31,		Dollar Increase (Decrease)	Percent Change	Six Months Ended July 31,		Dollar Increase (Decrease)	Percent Change
	2026	2025			2026	2025		
Provision for (benefit from) income taxes	$ 7,209	$ (153)	$ 7,362	(4811.8)%	$ 8,253	$ (894)	$ 9,147	(1023.2)%
Effective income tax rate	(92.6)%	0.8%			(32.4)%	1.8%		

The effective income tax rate for the three and six months ended July 31, 2026 and 2025 differed from the United States federal statutory rate of 21.0% due primarily to the impact of non-deductible items, foreign rate differentials, changes in unremitted earnings, changes in uncertain tax positions, and changes in the valuation allowance on our deferred tax assets. During the second quarter of fiscal 2027, we recorded a $7.8 million increase in uncertain tax positions related to certain international tax positions. This discrete item increased income tax expense and unfavorably impacted the effective tax rate for the period.

Liquidity and Capital Resources

Liquidity and sources of cash

As of July 31, 2026, we had $90.3 million of unrestricted cash and cash equivalents. Most of our cash and cash equivalents are held at large financial institutions with high rating agency designations, and our exposure to regional banks is not significant. Our investment policy is approved and reviewed annually by the Audit Committee. Our current investment policy’s primary objectives when investing available cash are, in order of importance: (1) preservation of capital and protection of principal; (2) maintenance of liquidity that is sufficient to meet cash flow needs; and (3) maximize rate of return. Our cash requirements from period to period vary depending on factors such as the growth of the business, changes in working capital needs and capital expenditures. We have funded operations primarily through the use of cash collected from our customers and the proceeds received from the Amended Credit Agreement (defined below), supplemented with borrowings under our accounts receivable facility (described below). We expect to operate the business and execute our strategic initiatives principally with funds generated from operations, supplemented by borrowings up to a maximum of $75.0 million under our accounts receivable facility. Based on our current cash flow budgets and forecasts of both short-term and long-term liquidity needs, we anticipate we will have sufficient internal and external sources of liquidity to fund operations and anticipated working capital and other expected cash needs for at least the next twelve months, with capital sources currently available. Specifically, we believe cash flow from operating activities, together with cash on hand and availability under our accounts receivable facility, will be sufficient to fund our anticipated working capital needs, planned capital spending, contractual obligations and other cash requirements, including debt repayments, finance costs, and any stranded and other costs in connection with the sale of our GK business. Beyond the next twelve months, our liquidity requirements will depend on many factors, including macroeconomic conditions, our revenue growth rate, the timing and the amount of cash collected from our customers, availability under our accounts receivable facility, the expansion of sales and marketing activities, the introduction of platform enhancements, and the continuing market adoption of our platform. While our Amended Credit Agreement does include restrictions on the ability of our guarantor subsidiaries to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions, which are expected to permit distributions to enable us to make required principal and interest payments on our indebtedness. However, in the event we are not able to receive cash from our subsidiaries, we will be unable to make the required payments. In addition, although we anticipate we will be able to refinance outstanding obligations under our credit agreement prior to or when they mature, there can be no assurance we will be able to do so, or that the terms of any refinancing will be favorable. Further, we may require additional capital in the future to fund capital expenditures, acquisitions, strategic transactions or other investments. We will continue to assess our liquidity position and potential sources of supplemental liquidity in view of our objectives, operating performance, economic and capital market conditions and other relevant circumstances. Our operating cash flow performance may also be affected by matters discussed under "Risk Factors" in Part I, Item 1A of our 2026 Form 10-K and in this Form 10-Q. These risks and uncertainties may adversely affect our long-term liquidity.

Term Loans

On July 16, 2021, Skillsoft Finance II, Inc. (“Skillsoft Finance II”), a subsidiary of Skillsoft Corp., entered into a Credit Agreement (the “Credit Agreement”), by and among Skillsoft Finance II, as borrower, another subsidiary - Skillsoft Finance I, Inc. (“Holdings”), the lenders party thereto and Citibank, N.A., as administrative agent and collateral agent, pursuant to which the lenders provided term loans in the original principal amount of $480 million (“Original Term Loans”), which were drawn in full on the closing date thereof and are scheduled to mature on July 16, 2028 (the “Maturity Date”).

In connection with the closing of our Codecademy acquisition, Skillsoft Finance II entered into Amendment No. 1 to the Credit Agreement, dated as of April 4, 2022 (the “First Amendment”), among Skillsoft Finance II, Holdings, certain subsidiaries of Skillsoft Finance II, as guarantors, Citibank N.A., as administrative agent, and the financial institutions party thereto as Term B-1 Lenders, which amended the Credit Agreement (as amended by the First Amendment, the “Amended Credit Agreement”).

The First Amendment provided additional Term B-1 Loans in the original principal amount of $160 million (the “Term B-1 Loans”), all of which was drawn in full on the closing date thereof, and are scheduled to mature on the Maturity Date. In addition, the First Amendment, among other things, (a) provided for early opt-in to SOFR subject to a 0.75% floor, for the Original Term Loans (the Original Term Loans together with the Term B-1 Loans, the “Initial Term Loans”) and (b) provided for an applicable margin for the Initial Term Loans of 4.25% with respect to base rate borrowings and 5.25% with respect to SOFR borrowings.

Prior to the maturity thereof, the Initial Term Loans are subject to aggregate quarterly amortization payments of $1.6 million. The proceeds of the Term B-1 Loans were used by Skillsoft to finance, in part, the Codecademy acquisition, and to pay costs, fees, and expenses related thereto.

Interest rates applicable to the Initial Term Loans are described in Note 12 to the 2026 AFS. As of July 31, 2026, the outstanding principal balance of $578.6 million of Initial Term Loans bears interest at a rate equal to SOFR plus a credit premium of 0.11% plus a margin of 5.25%, per annum, with a SOFR floor of 0.75%. As a result of our interest rate swaps, we have a fixed cash interest rate of 8.94% on $300 million of our outstanding term loans.

We are also required to make prepayments of outstanding obligations under the Amended Credit Agreement if certain criteria are met including, but not limited to excess cash flow for the prior fiscal year (as defined in the Amended Credit Agreement), net cash proceeds from asset sales and net cash proceeds from issuances of equity or indebtedness. No prepayments were required during the three and six months ended July 31, 2026 or 2025. Loan parties are subject to various affirmative and negative covenants and reporting obligations under the Amended Credit Agreement, as described in Note 12 to the 2026 AFS. As of July 31, 2026, we are in compliance with all such covenants.

The Amended Credit Agreement contains customary events of default. If an event of default occurs and is continuing (and is not waived), the administrative agent may declare all amounts outstanding thereunder to be immediately due and payable. In the event of payment or other specified defaults, outstanding obligations accrue interest at the then applicable rate plus 2.00%.

All obligations under the Amended Credit Agreement, and the guarantees of those obligations, are secured by substantially all of Skillsoft Finance II’s personal property as well as the assets of each subsidiary guarantor.

Management continually evaluates opportunities to optimize its capital structure and, in connection therewith, may pursue refinancing, repricing, or other financing transactions from time to time. Addressing Skillsoft's debt maturities is a key financial priority, and management, together with a special committee of the Board of Directors, is actively evaluating potential alternatives. Although we anticipate that we will be able to refinance outstanding obligations under the Amended Credit Agreement prior to or when they mature and believe we have sufficient time to evaluate and pursue potential alternatives, there can be no assurance we will be able to do so, or that the terms of any refinancing will be favorable.

Accounts Receivable Facility

We also have access to up to $75.0 million of borrowings under an accounts receivable credit agreement, as amended (the “A/R Agreement”) with First Citizens Bank and Trust Company, which matures on the earlier of (i) November 26, 2029 or (ii) 90 days prior to the maturity of any corporate debt (including the Initial Term Loans). Pursuant to this agreement, certain of our accounts receivable are pledged as security for loans made by participating lenders.

Under the A/R Agreement, the fixed component of the interest rate is 2.61% per annum; the highest advance rate on certain eligible receivables is 90%; and the minimum outstanding balance requirement is $1 million. The A/R Agreement currently permits ad hoc borrowings and repayments. Based on seasonality of billings and the characteristics of our accounts receivable, some of which are not eligible for advances, we are not always able to access the full $75.0 million available capacity. As of July 31, 2026 and January 31, 2026, $1.0 million was drawn under the A/R Agreement. As of July 31, 2026, approximately $32.5 million was available to be drawn thereunder. Under this agreement, when borrowing more than the required minimum, Skillsoft receives proceeds equal to the net present value of the accounts receivable balances used to calculate the borrowing base. The interest rate on borrowings outstanding under the accounts receivable facility was 6.26% as of July 31, 2026.

When borrowing more than the minimum, the lenders require us to deposit receipts from pledged receivables to a restricted bank account within two business days of receipt. A reconciliation detailing collections against the prior month’s borrowing base and additional receivables to be pledged is submitted monthly. If additional pledged receivables exceed the prior month’s collections, funds from the restricted bank account are returned to us.

Seller-Financed and Deferred Consideration Receivables

On July 6, 2026, the sale of the GK business was completed. The initial consideration received was $5.4 million, subject to final adjustment in accordance with procedures set forth in the agreement governing the sale, funded by a note payable to the seller (the "Seller Note"). The Seller Note is secured by the cash and accounts receivable of the GK business. Of the $5.4 million principal amount of the Seller Note, approximately $3.4 million was due and payable on July 31, 2026, and the remaining $2.0 million is due and payable on October 31, 2026. The Purchaser did not make the $3.4 million payment due to the Seller on July 31, 2026. As of September 1, 2026, the Purchaser had paid $0.5 million of such amount and has advised the Seller that it expects to pay the full remaining outstanding balance of the Seller Note, including the unpaid amount, by October 31, 2026. The Seller continues to engage with the Purchaser regarding the timing of repayment. To date, the Seller has not accelerated the Seller Note or exercised other remedies available to it as a result of the missed payment.

In addition, Skillsoft is entitled to receive deferred consideration of approximately $8.0 million, payable in five quarterly installments beginning nine months after the closing date, subject to certain offset rights. The purchaser's obligation to pay the deferred consideration is secured by the intellectual property rights of the transferred companies. See Note 3 to the Interim Financial Statements for additional detail.

Skillsoft recorded the Seller Note and deferred consideration at their estimated fair values upon closing and will continue to assess collectability and credit risk associated with these receivables. While management believes the recorded amounts appropriately reflect the estimated fair value of the consideration, the ultimate timing and amount of cash collected will depend on the future operating performance, liquidity and financing activities of the GK business and its affiliates.

Status of Compliance with the NYSE's Continued Listing Standards

As previously disclosed, on March 26, 2026, Skillsoft received a notice from the NYSE (the "Notice") informing us that we were not in compliance with NYSE listing standard 802.01B, because at such time Skillsoft's average global market capitalization over a consecutive 30 trading-day period was less than $50 million and stockholders' equity was less than $50 million (the "Market Cap Standard"). The Notice had no immediate impact on the listing of our common stock.

In accordance with NYSE procedures, we timely submitted a plan to the NYSE demonstrating how we intended to regain compliance with the Market Cap Standard within 18 months of our receipt of the Notice (the "Plan"). On July 8, 2026, the NYSE accepted the Plan. In accordance with NYSE rules, we have until September 26, 2027, to regain compliance with the Market Cap Standard. Subsequent to receipt of the Notice, our average global market capitalization has increased above the minimum threshold required under the Market Capitalization Standard. However, there can be no assurance that we will continue to satisfy the Market Capitalization Standard during the remainder of the applicable compliance period or that the NYSE will determine that we have regained compliance on a sustained basis. Skillsoft's common stock will continue to be listed on the NYSE during the 18-month cure period, subject to our compliance with the NYSE's other continued listing standards. We are also subject to quarterly monitoring by the NYSE for compliance with the Plan. If Skillsoft fails to comply with the Plan, does not meet the Market Cap Standard at the end of the cure period, or fails to comply with any other NYSE continued listing standard, it will be subject to the prompt initiation of NYSE suspension and delisting procedures, which may, among other things, reduce the liquidity and market price for our common stock, and hinder our ability to raise additional capital. See "*We are currently out of compliance with the NYSE minimum market capitalization requirement and are at risk of the NYSE delisting our common stock; such a delisting could reduce the liquidity and market price of our common stock, limit investors' ability to make transactions in our securities, subject us to additional trading restrictions, and/or negatively impact our ability to raise equity financing*" in Part I, Item 1A. "Risk Factors" of our 2026 Form 10-K.

The Notice did not affect our business operations or our reporting obligations with the SEC, and it does not conflict with or cause an event of default under any of Skillsoft's material debt or other agreements.

Share Repurchase Authorization

On July 10, 2024, the Board approved a share repurchase authorization for up to $10 million of Skillsoft's outstanding shares of common stock. The share repurchase authorization commenced on July 11, 2024, and will terminate on the fourth anniversary of such date. Under the share repurchase authorization, we may purchase shares of common stock from time to time in the open market, in private negotiated transactions, or by other means. We cannot predict when or if we will repurchase any shares of common stock. The timing and number of shares of common stock that may be purchased will depend on a variety of factors, including the share price of the common stock, general market conditions, alternative uses for capital, our financial performance, and other considerations. This authorization does not obligate us to purchase any minimum number of shares of common stock, and the authorization may be suspended, modified, or discontinued at any time without prior notice. As of July 31, 2026, no common stock had been repurchased under the share repurchase authorization.

Cash Flows

Cash flows from discontinued operations are included within the operating, investing, and financing activities and effect of foreign currency exchange rates on cash and cash equivalents as set forth below and in the unaudited condensed consolidated statements of cash flows. Cash flows directly attributable to discontinued operations were not material for the periods presented herein. The following summarizes our cash flows for the periods presented (in thousands, except percentages):

	Six Months Ended July 31,		Dollar Increase	Percent
	2026	**2025**	**(Decrease)**	**Change**
Net cash provided by (used in) operating activities	$ 11,870	$ 13,454	$ (1,584)	(11.8)%
Net cash provided by (used in) investing activities	(16,881)	(9,914)	(6,967)	70.3%
Net cash provided by (used in) financing activities	(5,336)	(6,533)	1,197	(18.3)%
Effect of foreign currency exchange rates on cash and cash equivalents	(1,033)	3,076	(4,109)	(133.6)%
Net increase (decrease) in cash and cash equivalents and restricted cash	$ (11,380)	$ 83	$ (11,463)	NCM*

*NCM stands for not considered meaningful.

Cash flows provided by (used in) operating activities

The decrease in operating activity cash flows in the six months ended July 31, 2026 compared to the corresponding period in 2025, was primarily the result of transaction-related costs associated with the sale of the GK business, partially offset by lower expenses attributable to ongoing efficiency efforts.

Cash flows provided by (used in) investing activities

The increase in cash flows used in investing activities, when comparing the six months ended July 31, 2026 to the same period in 2025, was due primarily to the $9.9 million net cash transferred out upon sale of the GK business, partially offset by a $2.6 million decrease in cash payments for internally developed software and a $0.4 million decrease for purchases of property and equipment.

Cash flows provided by (used in) financing activities

Cash flows used in financing activities consist primarily of borrowings and repayments under our Amended Credit Agreement and A/R Agreement and cash payments made in connection with employee tax withholding obligations through net share settlements upon vesting of restricted stock awards.

The decrease in cash flows used in financing activities, when comparing the six months ended July 31, 2026 to the same period in 2025, was primarily due to lower cash used to satisfy employee tax withholding obligations through net share settlements upon vesting of restricted stock-based awards, partially offset by the timing of principal payments on our outstanding term loans.

Effect of foreign currency exchange rates on cash and cash equivalents

The effect of exchange rate changes on cash and cash equivalents represents translation adjustments, which vary with fluctuations in foreign currency exchange rates relative to the U.S. dollar.

Due to the completion of the GK business disposition, our future cash flow disclosures will reflect only our continuing operations, and therefore may not be comparable to historical results.

Contractual and Commercial Obligations

The scheduled future principal payments for maturities of our debt and future minimum rental commitments under non-cancelable lease agreements as of July 31, 2026 were as set forth below (in thousands):

	Payments due by Fiscal Year				
	Total	**Remainder of 2027**	**2028-2029**	**2030-2031**	**Thereafter**
Initial Term Loans	$ 578,591	$ 1,601	$ 576,990*	$ —	$ —
Operating leases	6,510	675	2,620	1,367	1,848
Total	$ 585,101	$ 2,276	$ 579,610	$ 1,367	$ 1,848

* The maturity date for the Initial Terms Loans is July 16, 2028, which occurs in fiscal 2029.

Contingencies

From time to time, we are a party to or may be threatened with litigation in the ordinary course of our business. We regularly analyze the then current information, including, as applicable, our defense and insurance coverage and, as necessary, provide accruals for probable and estimable liabilities for the eventual disposition of these matters. For information regarding legal proceedings see Note 7 to the Interim Financial Statements.

Critical Accounting Estimates

The Interim Financial Statements and the related notes have been prepared in accordance with GAAP. The preparation of our Interim Financial Statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities as of the date of such financial statements, and the reported amounts of assets, liabilities, revenues and expenses during the applicable reporting period. We regularly reevaluate our estimates and judgments, including those related to the following: revenue recognition, impairment of goodwill and intangible assets, the remaining useful lives of capitalized assets, income tax assets and liabilities, and restructuring charges and accruals. We base our estimates and judgments on historical experience and various other factors we believe to be reasonable under the circumstances, the results of which form the basis for judgments about the carrying values of assets and liabilities and the amounts of revenues and expenses that are not readily apparent from other sources. The economic environment also impacts certain estimates and discount rates necessary to prepare our financial statements, including significant estimates and discount rates applicable to the determination of the fair value used in the impairment testing of our assets. To the extent that there are material differences between these estimates and actual results, our future financial statement presentation, financial condition, or results of operations could be impacted.

Significant accounting policies and methods used in the preparation of the Interim Financial Statements are described in Note 2 “Summary of Significant Accounting Policies” to the 2026 AFS and Note 2 to the Interim Financial Statements. The following is a discussion of accounting estimates which management considers to be “critical,” defined as accounting estimates made in accordance with GAAP that involve a significant level of estimation uncertainty, and have had, or are reasonably likely to have, a material impact on our financial condition or results of operations.

Revenue recognition

Skillsoft enters into contracts that provide customers with access to a broad spectrum of learning and talent development solutions, including cloud-based learning content, talent development and skills management solutions, and individualized coaching. We recognize revenue that reflects the consideration that we expect to be entitled to receive in exchange for these services. We apply judgment in determining our customer’s ability and intent to pay, which is based on a variety of factors, including the customer’s historical payment experience, credit, or financial information. We are not required to exercise significant judgment in determining the timing for the satisfaction of performance obligations or the transaction price.

While the majority of our revenue relates to SaaS and subscription services where the entire arrangement fee is recognized on a straight-line basis over the contractual term, we sometimes enter into contractual arrangements that have multiple distinct performance obligations, one or more of which have different periods over which the services or products are delivered. These arrangements may include a combination of subscriptions and non-subscription products such as professional services. We allocate the transaction price of the arrangement based on the relative estimated standalone selling price of each distinct performance obligation. Our cloud-based solutions generally do not provide customers with the right to take possession of the software supporting the platform or to download course content without continuing to incur fees for hosting services and, as a result, are accounted for as service arrangements. Access to the platform and course content represents a series of distinct services as we continually provide access to, and fulfill our obligation to, the end customer over the subscription term. The series of distinct services represents a single performance obligation that is satisfied over time. Accordingly, the fixed consideration related to subscription revenue is generally recognized on a straight-line basis over the contract term, beginning on the date the service is made available to the customer. Our subscription contracts typically vary from one year to three years. Our cloud-based solutions arrangements are generally non-cancellable and non-refundable.

Revenue from individualized coaching for time-based access to unlimited sessions is recognized on a straight-line basis over the period these services are available to the customers.

We also sell professional services related to our cloud solutions which are typically considered distinct performance obligations and are recognized over time as services are performed. For fixed-price contracts, revenue is recognized over time based on a measure of progress that reasonably reflects our advancement toward satisfying the performance obligation.

Reimbursements received from customers for out-of-pocket expenses are recorded as revenues, with related costs recorded as costs of revenues. We present revenues net of any taxes collected from customers and remitted to government authorities.

As our contractual agreements predominantly call for advanced billing, contract assets are rarely generated.

Intangible assets, including goodwill

We recognize the excess of the purchase price, plus the fair value of any noncontrolling interest in an acquiree, over the fair value of identifiable net assets acquired, which includes the fair value of specifically identifiable intangible assets, as goodwill.

We amortize finite-lived intangible assets, including customer contracts and internally developed software, over their estimated useful life. We review the carrying values of intangible assets subject to amortization at least annually to determine if any adverse conditions exist or a change in circumstances has occurred that indicates impairment or a change in remaining useful life. Conditions that indicate impairment and trigger a more frequent impairment assessment include, but are not limited to, a significant adverse change in legal factors or business climate that could affect the value of an asset, or an adverse action or assessment by a regulator.

In addition, we review the carrying values of our indefinite-lived intangible assets, including goodwill and the Skillsoft trademark, during the fourth quarter of each fiscal year for impairment, or more frequently if certain indicators are present or changes in circumstances suggest that impairment may exist and reassess their classification as indefinite-lived assets.

The fair value of our indefinite-lived trademark intangible is determined using an income approach referred to as the relief-from-royalty method. The relief-from-royalty method requires management to estimate the portion of our earnings attributable to this trademark based on a royalty rate we would have paid for the use of the asset if we did not own it. The determination of fair value involves significant estimates and assumptions, including projected revenue growth rates, the royalty savings rate, and the discount rate applied to future cash flows, which are forward-looking and could be affected by future economic and market conditions. Changes in these key assumptions could materially affect the estimated fair value of the indefinite-lived trademark intangible asset and result in future impairment charges.

If current discount rates rise or if relevant market-based inputs for our impairment assessment worsen, subsequent reviews of goodwill and intangibles could result in impairment. Factors that could result in future impairment include, but are not limited to, the following:

- Prolonged period of our estimated fair value of our reporting unit exceeding our market capitalization;
- Lower expectations for future cash flows, including those resulting from declines in bookings, revenue or EBITDA (a non-GAAP measure), which in part could be impacted by legislative, regulatory or tax changes that affect the cost of, or demand for, products and services as well as the loss of key personnel;
- Deterioration in key assumptions used in our income approach estimates of fair value, such as higher discount rates from higher stock market volatility; and
- Valuations of significant mergers or acquisitions of companies that provide relevant market-based inputs for our impairment assessment that could support less favorable conclusions regarding the estimated fair value of our reporting unit.

For additional information on goodwill and intangible assets see Note 4 to the Interim Financial Statements. For a discussion of impairment charges to goodwill and intangible assets incurred with respect to our discontinued operations for the three and six months ended July 31, 2026, see Note 3 to the Interim Financial Statements.

Income taxes

As part of the process of preparing our consolidated financial statements, we are required to estimate our income taxes in each of the tax jurisdictions in which we operate. This process involves estimating our actual current tax obligations together with assessing temporary differences between the basis of assets and liabilities for financial reporting purposes as compared to tax purposes. We provide for deferred income taxes resulting from such temporary differences, using rates expected to be in effect when such differences reverse. We record valuation allowances to reduce deferred tax assets to the amount that is more likely than not to be realized. Determining the amount of valuation allowance requires significant judgment in estimating future taxable income, applicable tax strategies, and the expected timing of reversals of temporary differences.

Recently Issued Accounting Pronouncements

The effect of recently issued accounting pronouncements is set forth in Note 2 “Summary of Significant Accounting Policies” to the Interim Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have exposures to market risks in the ordinary course of our business, including the effects of interest rate changes and foreign currency fluctuations. Except as set forth below, there have been no material changes to our primary market risk exposures or our management of such exposures during the three months ended July 31, 2026 from the description set forth in Item 7A of the 2026 Form 10-K.

Interest Rate Risk

Interest rate risk is the risk of financial loss due to adverse changes in the value of assets and liabilities due to movements in interest rates. We are exposed to interest rate risk arising from our interest sensitive long-term debt, and to a lesser extent, our cash and cash equivalents.

Based on amounts outstanding under the Amended Credit Agreement as of July 31, 2026, taking into account the two interest rate swap agreements discussed below, a hypothetical 100 basis point increase or decrease in interest rates would result in approximately $2.8 million additional or lower pre-tax annual interest expense. To manage our exposure to interest rate risk on our long-term debt, we entered into two fixed-rate interest rate swap agreements to change the SOFR-based component of the interest rate on $300.0 million of variable rate debt to a fixed rate. For further information regarding our long-term debt and interest rate swap agreements, see Note 8 “Long-Term Debt” and Note 12 “Fair Value Measurements”, respectively, to the Interim Financial Statements.

Based on the balance of our cash and cash equivalents, as of July 31, 2026, a hypothetical 100 basis point increase or decrease in interest rates would result in an approximately $0.6 million increase or decrease, respectively, on our annual pre-tax interest income.

Our interest rate swaps are not designated for hedge accounting and are carried on our unaudited condensed consolidated balance sheets at their fair value. Unrealized gains and losses from changes in fair value of the interest rate swaps are included in the caption "fair value adjustment of interest rate swaps" in the statements of operations as they occur. A hypothetical 100 basis point increase or decrease in interest rates would result in an approximately $2.4 million increase or decrease, respectively, on our fair value adjustment of interest rate swaps as of July 31, 2026.

Foreign Currency Risk

Our reporting currency and the functional currency of our wholly owned foreign subsidiaries is the U.S. dollar. Fluctuations in foreign currency exchange rates may cause us to recognize transaction gains and losses in the caption “other income (expenses), net” in our unaudited condensed consolidated statements of operations. We are exposed to foreign currency fluctuations, including the Euro, pound sterling, Canadian dollar, Australian dollar, Indian rupee, Singapore dollar and related currencies. To date, we have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments, although we may choose to do so in the future. As of July 31, 2026, a hypothetical 10% increase or decrease in current exchange rates would result in an impact of approximately $3.5 million on our annual pre-tax income (loss).

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining a system of disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) designed to ensure that information we are required to disclose in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is accumulated and communicated to the issuer's management, including its principal executive officer or officers and principal financial officer or officers, or persons performing similar functions, as appropriate, to allow timely decisions regarding required disclosure. Management, with the participation of our principal executive officer and principal financial officer, performed an evaluation of the effectiveness of our disclosure controls and procedures as of July 31, 2026. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of July 31, 2026.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) or 15d-15(d) of the Exchange Act that occurred during the fiscal quarter ended July 31, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Management recognizes that Skillsoft’s internal control over financial reporting cannot prevent or detect all errors and fraud. Any control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints, and that management is required to use judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Non-Accelerated Filer Status

Based on the market value of our public float as of July 31, 2026, we expect to qualify as a non-accelerated filer for purposes of our Annual Report on Form 10-K for the fiscal year ending January 31, 2027. As a result, while management will continue to be responsible for establishing, maintaining and assessing the effectiveness of our internal control over financial reporting, our independent registered public accounting firm will not be required to provide an attestation report on the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

Incorporated by reference herein is information regarding legal proceedings as set forth under "Litigation" contained in Note 7 – "Commitments and Contingencies" to the Interim Financial Statements in Item 1 of Part I of this Form 10-Q.

ITEM 1A. RISK FACTORS.

Except for the risk factors described below (which have been updated from those set forth in Part II, Item 1A. of our Quarterly Report on Form 10-Q for the quarter ended April 30, 2026 to reflect the consummation of the sale of our GK business on July 6, 2026), there have been no material changes to the risk factors previously disclosed in Part I, Item 1A of our 2026 Form 10-K.

There can be no assurance that the disposition of our GK business (the "Transaction") will achieve the anticipated benefits, including the receipt of anticipated consideration.

Although the Transaction was consummated in the second quarter of fiscal 2027 as anticipated, we may fail to realize the expected benefits therefrom, including anticipated positive impacts on growth rates, earnings, and cash flow. Further, the payments due to Skillsoft, and ultimate collectability of the purchase price set forth in the agreement governing the sale cannot be assured, and will depend on a variety of factors, including final purchase price adjustments and the liquidity/credit risk of the purchaser. For example, the purchaser did not make an approximately $3.4 million installment payment under the Seller Note when originally due on July 31, 2026. Although the Purchaser has advised us that it expects to pay the remaining outstanding balance by October 31, 2026, we cannot assure you that it will do so, and we may experience similar delays or non-payment with respect to future required payments, including the deferred consideration. Although we currently expect proceeds, net of cash divested and before transaction costs, of $12 million over a period of approximately two years, we cannot assure that this will be the case, including as a result of the payment delay described above or other delays in, or failure of, payment. Any delay or failure to realize the anticipated benefits of the Transaction may adversely affect our business and operating results. In connection with the sale of the GK business, we expect to incur additional restructuring charges during the remainder of fiscal 2027. We also expect to pay approximately $4 million of transaction-related costs to third-party advisors that were accrued as of July 31, 2026 and included in the loss on disposal discussed in Note 3, "Discontinued Operations".

Notwithstanding consummation of the Transaction, we remain subject to business uncertainties that could harm our business relationships, financial condition and results of operations.

Despite the consummation of the Transaction, our business remains exposed to certain inherent risks that could harm our business relationships, financial condition, results of operations, and business, including: (i) our ability to continue to develop and protect our brand and reputation; (ii) our ability to successfully develop, launch, maintain, and scale new programs, offerings and features; (iii) potential uncertainty in the market for our products and services as a result of our disposition of the GK business, which could lead current and prospective customers to purchase products and services from other providers or delay purchasing from us; and (iv) risks relating to our relationships with employees and business partners. If any of these risks were to occur, it could adversely impact our business, cash flow, results of operations or financial condition, as well as the market price of our common stock and our perceived value.

As a result of the Transaction, our current and prospective employees could experience uncertainty about their future with us, and as a result, key employees may depart.

As a result of the Transaction, our current and prospective employees could experience uncertainty about their future with us, or decide that they do not want to continue their employment with us. Losses of officers or employees could materially harm our business, results of operations and financial condition. On the other hand, we may experience challenges in hiring and retaining new employees because of uncertainty or other conditions associated with the completion of the Transaction, which could materially harm our business, results of operations and financial condition.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

Sales of Unregistered Securities: None.

Purchases of Equity Securities: None.

Dividend Restrictions

We did not declare or pay any dividends, and we do not currently intend to pay dividends in the foreseeable future. We currently expect to retain future earnings, if any, for the foreseeable future, to finance the growth and development of our business and to repay indebtedness. The payment of dividends is within the discretion of our Board, and any decision to pay dividends in the future will depend upon an evaluation of a number of factors, including our results of operations, our capital requirements, and our operating and financial condition, and restrictions included in our Amended Credit Agreement and our A/R Agreement. While there are restrictions on the ability of our guarantor subsidiaries to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions, which are expected to permit distributions to enable us to make required principal and interest payments on our indebtedness and other contractual obligations.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

10b5-1 Trading Plans

During the fiscal quarter ended July 31, 2026, no director or officer (as defined in Exchange Act Rule 16a-1(f)) of Skillsoft adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) and 408 (c), respectively, of Regulation S-K.

ITEM 6. EXHIBITS.

Exhibit No.	Description	Incorporated by Reference from Form	File No.	Exhibit	Filing Date
2.1*	Sale and Purchase Agreement, dated May 20, 2026, between GK Holdings, Inc. and EHJOB GP LLC	8-K	001-38960	2.1	5/21/2026
3.1	Second Amended and Restated Certificate of Incorporation of Skillsoft Corp., as amended	10-K	001-38960	3.1	4/15/2024
3.2	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Skillsoft Corp., dated July 21, 2023	8-K	001-38960	3.1	7/24/2023
3.3	Certificate of Amendment to the Second Amended and Restated Certificate of Incorporation of Skillsoft Corp., dated September 29, 2023	8-K	001-38960	3.1	9/29/2023
3.4	Amended and Restated Bylaws of Skillsoft Corp.	8-K	001-38960	3.2	6/17/2021
10.1#	Offer Letter by and between Skillsoft Corp. and Ronald Kisling, effective as of May 20, 2026	10-Q	001-38960	10.7	6/9/2026
10.2#	Transition and Separation Agreement by and between Skillsoft Corp. and John Frederick dated May 20, 2026	10-Q	001-38960	10.8	6/9/2026
10.3#	Offer Letter Amendment by and between Skillsoft Corp. and Scott Semel dated on or about June 1, 2026	10-Q	001-38960	10.9	6/9/2026
10.4#	Form of PSU Award Agreement under the 2024 Employment Inducement Incentive Award Plan (FY27)	S-8	001-38960	10.6	6/12/2026
10.5#**	Offer Letter by and between Skillsoft Corp. and Matthew J. Cushing, effective as of August 3, 2026				
10.6#**	Form of PSU Award Agreement (FY26 exchange)				
10.7#	Second Amendment to Skillsoft Corp. 2020 Omnibus Incentive Plan	DEF 14A	001-38960	App. B	5/8/2026
10.8#**	Form of Restricted Stock Unit Award Agreement (Time Based) (FY27)				
10.7#**	CEO Form of PSU Award Agreement (FY26 exchange)				
31.1**	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934				
31.2**	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934				
32.1‡	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				
32.2‡	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.				
101.INS**	Inline XBRL Instance Document (the instance document does not appear in the Interactive data File because XBRL tags are embedded within the Inline XBRL document)				
101.SCH**	Inline XBRL Taxonomy Extension Schema Document				
101.CAL**	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF**	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB**	Inline XBRL Taxonomy Extension Labels Linkbase Document				
101.PRE**	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (formatted in Inline XBRL and included in Exhibit 101)				

* Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

** Filed herewith.

‡ Furnished herewith.

Represents management compensation plan, contract or arrangement.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

	SKILLSOFT CORP.
	(Registrant)
Dated: September 9, 2026	By: /s/ Ronald Kisling
	Ronald Kisling
	Chief Financial Officer
	(Principal Financial Officer and Duly Authorized Officer)

Exhibit 10.5

July 29, 2026

Matthew J. Cushing
mattcushing01@gmail.com

Re: Offer Letter

Dear Matthew:

I am pleased to confirm the terms of our offer to you of employment with Skillsoft Corp. ("Skillsoft" or the "Company"), in the role of Chief Legal Officer, effective as of August 3, 2026 (the "Start Date"). This is a full-time, exempt position with the Company, reporting to me. This offer letter (the "Agreement") memorializes the specific terms and conditions regarding our offer to you of employment with the Company. Unless specified otherwise, capitalized terms not defined herein shall have the respective meanings ascribed to them in Annex I, which is incorporated herein by reference.

Job Title:	Chief Legal Officer ("CLO")
Reporting To:	Chief Executive Officer of the Company
Job Responsibilities:	Duties and responsibilities customary for the role of CLO and as may reasonably be assigned to you consistent with your position.
Location:	You will perform substantially all of your work for Skillsoft from Massachusetts, where you reside, subject to any business-related travel you may undertake on behalf of the Company. Because the state in which you perform your work can have impacts on Skillsoft's legal and business-related obligations, you must provide advanced notice and receive written approval from Skillsoft (which approval will not be unreasonably withheld) before you relocate your residence or otherwise undertake substantial work for the Company from any state other than Massachusetts.
Base Salary:	As of the Start Date, your annual base salary will be four hundred seventy-five thousand United States dollars ($475,000), less applicable withholdings, to be paid in accordance with the regular payroll practices of the Company and subject to adjustment from time to time by the Talent and Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board") in its discretion (as adjusted, from time to time, the "Base Salary").
Annual Bonus Opportunity:	With respect to each fiscal year during which you are employed by the Company following the Start Date, you will be eligible to participate in an annual cash bonus program in which other senior executives at the Company participate, pursuant to which you will be eligible to earn a target annual bonus equal to fifty percent (50%) of the Base Salary (provided that, for the Company's fiscal 2027 performance period, the target annual bonus shall be pro-rated to be based on the Base Salary earned on and after the Start Date during the Company's fiscal year 2027), in each case, which you shall be eligible to earn based on achievement of performance goals established by the Committee. Any annual cash bonus you receive shall be subject in each case to a maximum payout limit and other details established by the Board or the Committee.

Signing Bonus:	You will receive a signing bonus of one hundred fifty thousand dollars ($150,000) (the "Signing Bonus"), less applicable withholdings and deductions, which shall be payable in two installments as follows: (x) seventy-five thousand dollars ($75,000), payable on the next regularly scheduled payroll date administratively possible following the Start Date (the "First Installment Payment Date") and (y) seventy-five thousand dollars ($75,000) payable on the next regularly scheduled payroll date administratively possible following December 1, 2026 (the "Second Installment Payment Date"), subject to your continued employment with Skillsoft through the First Installment Payment Date for the first installment and the Second Installment Payment Date for the second installment (the First Installment Payment Date or the Second Installment Payment Date, as applicable to a given installment, the "Applicable Installment Payment Date"). You acknowledge and agree that the Signing Bonus is an unearned advance and that an installment will be deemed earned in its entirety if you remain continuously employed by the Company through the first anniversary of the Applicable Installment Payment Date. If you voluntarily resign from your employment with the Company for reasons other than Good Reason or the Company terminates your employment for Cause (each of "Good Reason" and "Cause" as defined on Annex I attached hereto), in each case, prior to the first anniversary of the Applicable Installment Payment Date for an installment, (i) all Signing Bonus net amounts you received for such installment(s) will become due and payable by you to the Company within thirty (30) days after your last day of employment and (ii) to the extent any portion of the Signing Bonus had not yet been paid to you, such portion of the Signing Bonus shall not be paid to you. If you terminate employment with the Company for Good Reason or the Company terminates your employment without Cause, (i) you shall not be required to repay to the Company any Signing Bonus amount that you had received from the Company prior to your termination of employment and (ii) to the extent any portion of the Signing Bonus had not yet been paid to you, such portion of the Signing Bonus shall be paid to you on the Applicable Installment Payment Date.
Benefits:	You will be eligible to participate in the Company's benefit plans and programs consistent with what the Company makes available to its other senior executives, including an executive physical and paid time off, subject to the Company's policies.
Severance:	Upon termination of your employment for any reason, you will be entitled to accrued salary and other accrued benefits. In addition: (A) In the event your employment is terminated by the Company without Cause or by you for Good Reason, you will be entitled to (i) Base Salary continuation, for a period of twelve (12) months and (ii) an additional monthly payment sufficient to cover the costs of your continued participation in the group health benefits in which you were enrolled at the time of your termination of employment for up to twelve (12) months available as continuation coverage under COBRA (subject to you timely electing such COBRA continuation coverage in connection with your termination, with such payments to conclude upon the earlier of (a) the date that is twelve (12) months following date of commencement of such payments, (b) the date you obtain health coverage from another employer or other party, or (c) the date you are no longer entitled to coverage under COBRA or applicable Company plans); and (iii) the amount of your earned but unpaid annual bonus (if any) for the fiscal year immediately prior to the fiscal year in which your termination of employment occurs, subject to and based on the attainment of the performance goals applicable to such bonus for the full performance period as certified by the Board, which will be payable at or around the time other participants receive their bonus under the Company's annual cash bonus program (the "Prior Year Bonus"). OR (B) In the event your employment is terminated by the Company without Cause or by you for Good Reason during the three (3)-month period ending on the date of a Change in Control (as defined in the Skillsoft Corp. 2020 Omnibus Incentive Plan) or within the twelve (12)-month period following the date of a Change in Control, you will be entitled to (i) a lump sum payment in the amount of twelve (12) months' Base Salary, and additional severance for a twelve (12)-month period sufficient to cover the cost of group health benefits available as continuation coverage under COBRA (subject to you timely electing such COBRA continuation coverage in connection with your termination), provided that, if such termination of employment occurs during the three (3)-month period ending on the date of the Change in Control, the amounts described in this paragraph (B)(i) shall instead be paid in accordance with the timing contemplated by paragraphs (A)(i) and (A)(ii), respectively, (ii) the Prior Year Bonus; (iii) a pro-rata target bonus for the year in which termination occurs; (iv) your target bonus for the fiscal year in which such termination occurs; and (v) accelerated vesting of outstanding equity awards. For the avoidance of doubt, the severance benefits provided in paragraph (B) shall be in lieu of, rather than in addition to, the severance benefits described in paragraph (A), in the event the circumstance referenced in paragraph (B) occurs. The severance payments set forth in paragraphs (A) and (B) above are contingent upon your timely execution and non-revocation of a separation and general release of claims agreement in a form reasonably acceptable to the Company and your continued compliance with your obligations under the Restrictive Covenants Agreement.

Equity Grants:	You and the Company understand and agree that the offer of equity in the Company is a material inducement to your accepting this offer of employment. If you accept the terms of this Agreement, then the Company will recommend that the Committee approve the following awards: ● A new hire grant with respect to one hundred ten thousand (110,000) restricted stock units, allocated as follows: (i) the restricted stock units will vest with respect to fifty-five thousand (55,000) units of such restricted stock units, ratably on each of the first four anniversaries of the first (1st) day of the month immediately following the Start Date, subject to your continued employment with the Company through each vesting date (the "<u>New Hire RSUs</u>") and (ii) with respect to fifty-five thousand (55,000) units of such restricted stock units, the restricted stock units will vest based on the achievement of both time and performance-based vesting conditions, with the time and performance conditions to be determined by the Board or the Committee or its delegate, subject to your continued employment with the Company through each vesting date and further subject to the terms and conditions of the award (the "<u>New Hire PSUs</u>"). The New Hire RSUs and New Hire PSUs (collectively, the "<u>Equity Awards</u>") will be subject to the terms of the Applicable Equity Plan (as defined below) and the applicable award agreements. No right to any shares under the Equity Awards is earned or accrued until such time that vesting occurs, nor do the Equity Awards confer any right to continued vesting or employment. With respect to the Equity Awards, each unit shall be equal to one share of Common Stock (as defined in the Applicable Equity Plan) and the number of New Hire PSUs presented in this "Equity Grants" section assumes the target performance level is achieved. If approved by the Committee, the Equity Awards will be granted under one of the following equity plans, with the applicable equity plan selected in the Committee's discretion (such equity plan it selects, the "<u>Applicable Equity Plan</u>"): (i) the Company's 2024 Employment Inducement Incentive Award Plan, as it may be amended and/or restated from time to time or (ii) the Skillsoft Corp. 2020 Omnibus Incentive Plan, as it may be amended and/or restated from time to time.

Indemnification:	The Company agrees to indemnify you and hold you harmless to the maximum extent provided or allowable under the Company's organizational documents against and in respect of any and all actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages resulting from your good faith performance of your duties and obligations to the Company during the term of employment. Upon approval of the Board or its delegate, you will be eligible for the Company's standard form of executive indemnification agreement.
Attorneys' Fees	The Company will pay your reasonable legal fees incurred in connection with negotiating and reviewing this Agreement. This amount will not exceed $15,000 and will be subject to your presentation of substantiating non-privileged documentation.
Section 280G:	Notwithstanding anything in this Agreement to the contrary, in the event that (A) there is a change of ownership or effective control or change in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code")) and (B) any payment or benefit made or provided to you or for your benefit in connection with this Agreement or otherwise is determined to be subject to any excise tax imposed by Section 4999 of the Code, then such payment or benefit shall be reduced to the minimum extent necessary to avoid the imposition of such tax, but only if such reduction would cause the amount to be retained by you to be greater than would be the case if you were required to pay such excise tax. To the extent that amounts subject to this provision are not all paid on the same date, the reduction (if any) shall be applied in reverse chronological order, such that all payments are made in full until the maximum is reached.
Section 409A	The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A"), and this Agreement shall be interpreted and construed in accordance with such intent. If the parties in good faith agree that this Agreement is not in compliance with Section 409A, the parties agree to take good faith reasonable actions to modify this Agreement to comply with Section 409A while endeavoring to maintain the intended economic benefits. With respect to any payment or benefit under this Agreement that constitutes deferred compensation subject to Section 409A, and to the extent necessary to avoid adverse tax consequences under Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any term of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination of employment is also a "separation from service" within the meaning of Section 409A and references to a "termination," "termination of employment," or like terms will mean such a "separation from service." Notwithstanding anything to the contrary in this Agreement, if you are deemed on the date of a termination of employment to be a "specified employee" within the meaning of that term under Section 409A, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall not be made or provided until the date that is the earlier of (i) the expiration of the six (6)-month period measured from the date of your "separation from service", and (ii) your date of death, solely to the extent required in order to avoid a prohibited distribution under Section 409A. Upon the expiration of the foregoing delay period, all payments and benefits delayed pursuant to this paragraph (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. Each payment made under this Agreement shall be treated as a separate payment and the right to a series of installment payments under this Agreement is to be treated as a right to a series of separate payments. Whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of the Company. With respect to any payment or benefit under this Agreement that constitutes deferred compensation subject to Section 409A and that is not otherwise exempt from the application of Section 409A, then, if the period during which you may consider, sign or revoke the release of claims spans two (2) calendar years, the payment of such payment or benefit will not be made or begin until the later calendar year. Further, to the extent, if any, that provisions of this Agreement affect the time or form of payment of any amount which constitutes deferred compensation under Section 409A, then to the extent required to avoid accelerated taxation and/or tax penalties under Section 409A, if a Change in Control does not constitute a change in control event within the meaning of Section 409A, the time and form (but not the amount) of payment shall be the time and form that would have been applicable in the absence of a Change in Control. All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by you during the time periods set forth in this Agreement. In no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. In no event shall the Company or any of its affiliates have any liability relating to the failure or alleged failure of any payment or benefit under this Agreement to comply with, or be exempt from, the requirements of Section 409A.

This offer is contingent upon the successful completion (as determined by the Company) of any background or reference checks desired by the Company.

As a condition of employment, you agree to sign and abide by the Restrictive Covenants Agreement attached hereto as Annex II (the "Restrictive Covenants Agreement"). You represent that the employment package set forth in this Agreement constitutes fair and reasonable consideration for the covenants in the Restrictive Covenants Agreement. You acknowledge that you have the right to consult with counsel prior to signing the Restrictive Covenants Agreement.

You represent and warrant that your signing of this Agreement and the performance of your obligations under it will not breach or be in conflict with any other agreement to which you are a party or are bound, and that you are not now subject to any covenants against competition or similar covenants or any court order that could affect the performance of your obligations under this Agreement. You agree that you will not disclose to or use on behalf of the Company and its Affiliates any confidential or proprietary information of a third party without that party's consent.

You should be aware that your employment with the Company constitutes at-will employment. As a result, your employment can be terminated by the Company at any time, with or without Cause, and you may terminate your employment for any reason hereunder with no prior notice, provided that the Company requests that you provide thirty (30) days prior written notice as a courtesy.

This Agreement, along with the Restrictive Covenants Agreement, sets forth the terms of your employment with the Company and supersedes any prior or contemporaneous discussions, understandings, representations, agreements or the like, whether written or oral, relating to the subject matter hereof, between you and any other representative of the Company, and shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws principles. This Agreement may not be modified or amended except by a written agreement, signed by an officer of the Company and by you.

If the foregoing is acceptable to you, please sign this letter in the space provided and return it to me. At the time you sign and return it, this Agreement will take effect as a binding agreement between you and the Company on the basis set forth above. Please be advised that you have ten (10) business days from receipt of the Restrictive Covenants Agreement to review and sign the Restrictive Covenants Agreement.

Sincerely,

____

Ciara Harrington

Chief People Officer

ACCEPTED:

Matthew J. Cushing | Date

ANNEX I
Defined Terms

"Cause" shall mean the occurrence of any one of the following, as determined by the Board of Directors of the Company (the "Board"): (i) gross negligence or willful misconduct in the performance of, or your abuse of alcohol or drugs rendering you unable to perform, the material duties and services required for your position with the Company, which neglect or misconduct, if remediable, remains unremedied for fifteen (15) days following written notice of such by the Company to you; (ii) your commission of or plea of nolo contendere for any crime involving moral turpitude or a felony; (iii) your commission of an act of deceit or fraud intended to result in your personal and unauthorized enrichment; or (iv) your material violation of the written policies of the Company or any of its Affiliates as in effect from time to time, your breach of a material obligation of yours to the Company pursuant to your duties and obligations under the Company's organizational documents, or your material breach of an obligation of yours to the Company or any of its Affiliates pursuant to this Agreement or any award or other agreement between you and the Company or any of its Affiliates, which, in the case of any event described in this prong (iv), if remediable, remains unremedied for fifteen (15) days following written notice of such event by the Company to you. No act or failure to act, on your part, shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company; and provided further that no act or omission by you shall constitute Cause hereunder unless the Company has given detailed written notice thereof to you, and you have failed to remedy such act or omission, as determined by the Board in its discretion. By way of clarification, but not limitation, for purposes of this definition of the term Cause, materiality shall be determined relative to this agreement and your employment, rather than the financial status of the Company as a whole.

"Good Reason" shall mean any of the following events or conditions occurring without your express written consent prior to such terminations, provided that you shall have given notice of such event or condition asserted to give rise to Good Reason within a period not to exceed sixty (60) days after the initial existence of such event or conditions, and the Company has not remedied such event or condition within sixty (60) days after receipt of such notice, and you shall have terminated employment within thirty (30) days after the period in which the Company is entitled to cure the asserted Good Reason: (i) a material demotion, material reduction in responsibility or material change in reporting, or the assignment of duties to you that are substantially inconsistent with your position; (ii) a reduction in your base salary or your then-current target bonus percentage; (iii) the Company's failure to pay material compensation when due and payable or failure to approve the equity award contemplated by this Agreement; or (iv) a relocation of your principal place of employment by more than fifty (50) miles.

ANNEX II
Restrictive Covenants Agreement

1. *General*.

As a condition of my employment with Skillsoft ("Skillsoft"), its subsidiaries, affiliates, successors or assigns (together with Skillsoft, the "Company Group"), and in consideration of my employment with the Company Group, my receipt of the compensation now and hereafter paid to me by the Company Group, and my access to and use of the Company Group's Confidential Information (as defined below), I agree to the following:

2. *Confidential Information*.

A. *Company Group Information*. I agree at all times during the term of my employment with the Company Group and thereafter, to hold in strictest confidence, and not to use, transmit, or copy, except for the benefit of the Company Group, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Skillsoft (the "Board"), any Confidential Information of the Company Group, except (i) as required in the course of my employment with the Company Group, (ii) under a non-disclosure agreement duly authorized and executed by the Company Group; or (iii) as otherwise required by applicable law, regulation or legal process (including to respond to a subpoena or similar request). "Confidential Information" means an item of information or data or compilation of information or data in any form (tangible or intangible) related to the Company Group's business that I acquire or gain access to in the course of my employment with the Company Group that the Company Group has not authorized public disclosure of, and that is not readily available to the public or persons outside the Company Group through proper means. By way of example and not limitation, I understand that "Confidential Information" includes any non-public information the Company Group has taken steps to protect that relates to the actual or anticipated business or research and development of the Company Group, technical data, trade secrets, know-how, research, product plans or other information regarding Company Group's products or services and markets therefor, customer lists, private customer contract terms, and other customer information (including, but not limited to, the unpublished contact information for customers of the Company Group on whom I called or with whom I became acquainted during the term of my employment with the Company Group, the identity of decision-makers for such customers, and the customers' particular preferences or purchase history), unpublished pricing information, and underlying pricing-related variables such as costs, discounting options, and profit margins, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing plans and strategies, financial records and analysis, and related non-public data regarding the Company's financial performance, joint venture, partnership, and business (stock and asset) sale and acquisition opportunities identified by the Company Group and related analyses, or other business information. I further understand that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof. I further understand nothing in this Agreement prohibits disclosure of information that arises from my general training, knowledge, skill, or experience, whether gained on the job or otherwise, information that is readily ascertainable to the public, or information that I otherwise have a right to disclose as legally protected conduct.

Confidential Information shall be understood to include any and all Company Group trade secrets (as defined under applicable state or federal law), but an item need not be a trade secret to qualify as Confidential Information. An item of Confidential Information will ordinarily constitute a trade secret under state or federal law if (a) it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (b) it is the subject of efforts that are reasonable under the circumstances (or under federal law, using reasonable measures) to maintain its secrecy. Confidential Information will not include terms and conditions of employment of Company Group employees except where it is information concerning other employees that has been entrusted to me as a supervisor or manager or otherwise entrusted to me as part of confidential job duties (such as human resource management, payroll, or benefits administration) (a "Confidential Role").

B. *Former Employer Information*. I agree that I will not, during my employment with the Company Group, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of the Company Group any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

C. *Third Party Information*. I recognize that the Company Group has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on the Company Group's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company Group consistent with the Company Group's agreement with such third party.

D. *Defend Trade Secret Act Notice*. I understand and acknowledge that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand and acknowledge further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

3. *Inventions*.

A. *Inventions Retained and Licensed*. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company Group (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company Group's proposed business, products or research and development, and which are not assigned to the Company Group hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company Group, I incorporate into a Company Group product, process or service a Prior Invention owned by me or in which I have an interest, I hereby grant to the Company Group a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

B. *Assignment of Inventions*. I agree that I will promptly make full written disclosure to the Company Group, will hold in trust for the sole right and benefit of the Company Group, and hereby assign to the Company Group, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company Group (collectively referred to as "Inventions"), except as provided in Section 3(F) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company Group and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company Group's sole discretion and for the Company Group's sole benefit and that no royalty will be due to me as a result of the Company Group's efforts to commercialize or market any such invention.

C. *Inventions Assigned to the United States*. I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company Group and the United States or any of its agencies.

D. *Maintenance of Records*. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company Group. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company Group. The records will be available to and remain the sole property of the Company Group at all times.

E. *Patent and Copyright Registrations*. I agree to assist the Company Group, or its designee, at the Company Group's expense, in every proper way to secure the Company Group's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company Group of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company Group shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company Group, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company Group is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company Group as above, then I hereby irrevocably designate and appoint the Company Group and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

F. *Exception to Assignments*. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company Group do not apply to any invention which qualifies fully under the exceptions set forth in Exhibit B. I will advise the Company Group promptly in writing of any inventions that I believe meet the criteria in Exhibit B and not otherwise disclosed on Exhibit A.

4. *Conflicting Employment*. I agree that, during the term of my employment with the Company Group, I will not engage in any other employment, occupation or consulting, in each case that is directly or indirectly related to the business in which the Company Group is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company Group. For the avoidance of doubt, nothing in this Agreement will preclude me from engaging in civic, charitable, non-profit, industry or trade associations, or religious activities, in each case that do not conflict with the business interests of the Company Group, do not otherwise compete with the business of the Company Group, and are disclosed to the Company Group in accordance with the terms set forth in Section 7(A)(1). This provision does not preclude: (1) engaging in the practice of law, or (2) conduct protected by Section 7 of the NLRA such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid and protection.

5. *Returning Company Group Documents*. I agree that, at the time of leaving the employ of the Company Group, I will promptly deliver to the Company Group (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company Group or otherwise belonging to the Company Group, its successors or assigns, including, without limitation, those records maintained pursuant to Section 3(D). In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C. Should I not complete Exhibit C, that shall not constitute a waiver of my obligations under this Agreement or any of the Company Group's rights to enforce this Agreement against me.

6. *Notification of New Employer*. In the event that I leave the employ of the Company Group, I hereby agree to provide notification to my new employer about my rights and obligations under this Agreement, including a copy of this Restrictive Covenants Agreement. The Company Group may elect to provide another party notice of this Agreement and an opinion about its applicability.

7. *Non-Competition; Non-Solicitation of Customers and Employees; Non-Disparagement*

A. I agree that, during the term of my employment with the Company Group, I will not personally, on the behalf of any persons, third parties, or entities or for the benefit of any persons, third parties, or entities:

(1) be employed or engaged in (x) any other business or undertaking (except a Permitted Investment (as defined herein)) or (y) any civic, charitable, non-profit, industry or trade associations, religious or other activity unless such undertaking (i) does not interfere with my duties to the Company Group, does not conflict with the business interests of the Company Group and does not otherwise compete with the business of the Company Group (and is disclosed to the Company Group) or (ii) is approved by the Board prior to the date of this Agreement or from time to time thereafter (such approval, in the case of charitable, pro bono or educational activities, not to be unreasonably withheld).

(2) "Permitted Investment" means an investment:

(a) comprising not more than three percent (3%) of the shares or other capital of a company (whether listed or not); provided, that the relevant company in which the investment is made either (i) does not carry on a business which competes with the Company Group or (ii) does compete with the Company Group, but the investment is a passive investment; or

(b) which is approved or consented to by the Board.

B. I agree that for a period of twelve (12) months following my termination of employment, regardless of why it ends, I will not, personally, on my own behalf, on behalf of or in conjunction with any other person, firm, company or other entity or for the benefit of any other person, firm, company or other entity, directly or by assisting others: (1) solicit, or attempt to solicit, any Restricted Customer for the purpose of doing any business that would compete with the Company Group's business; or (2) induce, attempt to induce, encourage or attempt to encourage, any Restricted Customer to cease to do business with or reduce its service or business relationship with the Company Group. A "Restricted Customer" means any customer or client of the Company Group who:

(1) is, or was, in the twelve (12) months immediately prior to the termination date of my employment with the Company Group, either a (i) client or (ii) prospective client of the Company Group; and

(2) (i) with whom I had business dealings during the course of my employment during the twelve (12) month period prior to the termination date of my employment with the Company Group and/or (ii) I obtained or acquired the Company Group's Confidential Information about by virtue of my employment with the Company Group.

C. I agree that for a period of twelve (12) months following my termination of employment, regardless of why it ends, I will not, personally on my own behalf, on behalf of or in conjunction with any other person, firm, company or other entity, or for the benefit of any other person, firm, company or other entity, directly or by assisting others, solicit, attempt to solicit, induce, attempt to induce, encourage, attempt to encourage, recruit or attempt to recruit any employee or consultant: (i) with whom I worked, (ii) over whom I exercised managerial authority, or (iii) about whom I obtained or acquired Confidential Information about by virtue of my employment with the Company Group, in each case during the twelve (12) month period prior to the termination date of my employment with the Company Group, to leave employment of or service with the Company Group; provided that this Section 7(C) shall not apply to the solicitation or engaging of any employee, agent, or independent contractor pursuant to a blanket solicitation not specifically targeted at that employee, agent, or independent contractor. Notwithstanding any of the foregoing, activities engaged in by me on behalf of the Company Group are not restricted by the covenants described in Sections 7(B) and 7(C).

D. I agree that for a period of twelve (12) months following my termination of employment, if I voluntarily resign my employment without Good Reason or my employment ends for Cause (in each case, as defined in Annex I to my offer letter with the Company), I will not, except as an owner of Permitted Investments, personally on my own behalf or on behalf of or in conjunction with any other person, firm, company or other entity, or the benefit of any other person, firm, company or other entity, within the Restricted Territory:

(1) be employed by or provide any services to a Competitor of the Company Group in the same position or role or providing similar duties and responsibilities that I provided to the Company Group during the twelve (12) month period prior to the termination date of my employment with the Company Group;

(2) take on any other responsibilities for a Competitor that would involve the probable use or disclosure of Confidential Information or the conversion of Covered Customers to the benefit of a Competitor or detriment of the Company.

(3) set-up, start, or operate a business which is, or is about to be, set up with the objective of being in competition with the business of the Company Group or any other business of the Company Group in which I became actively involved in while employed by the Company Group during the twelve (12) month period prior to the termination date of my employment with the Company Group;

(4) have an ownership or interest in a Competitor, except that of a Permitted Investment as defined in Section 7(A)(2).

For purposes of this Agreement, "Competitor" means a person or entity that operates, is about to operate, or for the purposes of operating, in competition with the business of the Company Group by providing products and services provided by the Company Group, or products and services that the Company Group is developing or actively in the process of providing during the twelve (12) month period prior to the termination date of my employment with the Company Group. I understand that the Company Group's business involves partnering with enterprise organizations to provide blended, multimodal learning experiences for employees and their organizations and that during the course of my career with the Company Group, the Company Group's business may change. The "Restricted Territory" means those states and counties in which I participated in the Company Group's business and/or about which I was provided access to Confidential Information during the last two (2) years of my employment with the Company Group (or such shorter time as I am employed); and, (ii) the state and county where I reside. I acknowledge that in my executive position with the Company Group, it is presumed that I have participated in the Company Group's business and/or had Confidential Information about the Company Group's business throughout the United States (including state and state-equivalents and county and county-equivalents therein) and any other country in which the Company Group is actively engaged in business at the time my employment with the Company Group ends. I am responsible for seeking clarification from the Company's Human Resources department if it is unclear to me at any time what the scope of the Restricted Territory is.

"Cause" to terminate my employment shall have the same meaning as under my offer letter. Nothing in this paragraph shall be construed to eliminate or modify the "at-will" nature of the parties' relationship.

If I breach my fiduciary duty to the Company Group and/or have unlawfully taken, physically or electronically, any Company Group records, then the post-employment restricted period for Section 7(D) shall be extended to a period of two (2) years from the cessation of my employment with the Company Group. Section 7(D) shall not apply to me post-employment if I am: classified as non-exempt under the FLSA; 18 years or younger; or an undergraduate or graduate student in an internship or other short-term employment relationship while enrolled in college or graduate school.

As additional consideration for my non-compete obligations in Section 7(D), the Company Group is providing me with the opportunity to participate in the Company Group's annual cash bonus program for executives, the opportunity to participate in the Company Group's equity program, and the opportunity to receive severance if my employment ends for reasons that make me eligible to receive the severance benefit (as stated in my offer letter).

E. I agree that at no time after the termination of my employment with the Company Group shall I personally, on my own behalf, on behalf of or in conjunction with any other person, firm, company or other entity, or for the benefit of any other person, firm, company or other represent myself as being employed by the Company Group, other than as a former employee of the Company Group.

F. The Company Group and I agree that at no time during or after the termination of my employment with the Company Group shall I make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company Group. The foregoing shall not be violated by truthful statements to legal process or inquiry by a governmental authority.

G. I agree that the restrictions imposed on me by this Section 7 extend to any actions by me (1) on my own account; (2) on behalf of any firm, company or other person; (3) whether alone or jointly with any other person; or (4) as a director, manager, partner, shareholder, employee or consultant of any other person.

H. I understand that I have a right to consult with an attorney prior to signing this Agreement. I agree that the restrictions in this Section 7 are reasonable and necessary but no more than sufficient for the protection of the goodwill of the businesses of the Company Group and the legitimate commercial interests of the Company Group and that they do not unreasonably impose limitations on my ability to earn a living. The Company Group and I agree that:

(1) each restriction shall be read and construed independently of the other restrictions so that if one or more are found to be void or unenforceable as an unreasonable restraint of trade or for any other reason the remaining restrictions shall not be affected; and

(2) if any restriction is found to be void but would be valid and enforceable if some part of it were deleted or reformed (such as to time, scope of activity or geography), the restriction shall apply with the deletions or reformations that are necessary to make it valid and enforceable.

I. If I fail to comply with a restriction in Sections 7(B) and/or (C), the time period for that restriction will be extended by the greater of either: one day for each day I am found to have violated the restriction, or the length of the legal proceeding necessary to secure enforcement of the restriction; provided, however, this extension of time shall be capped so that the extension of time does not exceed two years from the date my employment ended, and if this extension would make the restriction unenforceable under applicable law it will not be applied.

J. The Company Group and I agree that this Section 7 shall not prohibit me from making a Permitted Investment.

K. I acknowledge and agree that any change, whether material or immaterial, to the terms of my engagement, or my position, title, duties, salary, benefits, and/or compensation with the Company Group, shall not cause this Agreement to terminate and shall not affect my obligations under this Agreement, or affect the validity or enforceability of this Agreement.

L. This Section 7 shall not apply to the extent prohibited by the Rules of Professional Conduct in the state(s) in which I am licensed to practice law and/or provide services as counsel. Nothing in this Agreement shall limit me from engaging in the practice of law or being engaged by a client as legal counsel despite the fact that such engagement might include the provision of business or other advice to such client, provided that I am not relieved of any obligation under the Rules of Professional Conduct in the states(s) in which I am licensed to practice law (including, for example, Rule 5.6 of the Massachusetts Rules of Professional Conduct or similar provision of state rules of ethics, discipline or professional conduct). Nothing herein shall constitute a waiver by the Company Group of any applicable privilege or conflict of interest.

8. *Conflict of Interest Guidelines*. I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit D hereto.

9. *Representations*. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company Group. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith and the Company Group acknowledges that I executed an employment agreement with my prior employer that contained restrictive covenant obligations which I represent I will not be in breach of as a result of my employment with the Company Group.

10. Mutual Arbitration Agreement and Equitable Relief.

A. *Arbitration*. Any and all controversies, claims or disputes involving me and the Company Group[1] and/or any (1) past present, or future parents, subsidiaries, affiliates, related companies, and d/b/a's; (2) any officers, directors, shareholders, employees or agents, (3) any benefit plans of the Company Group in their capacity as such or otherwise; or (4) any successors and assign, arising under or with respect to this Agreement or arising out of, relating to or resulting from my past, current, or future employment with the Company Group or termination form the Company group (collectively, "Covered Claims") shall be resolved by a single arbitrator, pursuant to the Federal Arbitration Act (9 U.S.C. § 1 *et seq*.)[2], exclusively through final and binding arbitration between me and the Company Group and not by way of court or jury trial. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, scope, applicability, enforceability, or waiver of this arbitration agreement including, but not limited to, any claim that all or any part of this Section 10 is void or voidable. However, the preceding sentence does not apply to any claims under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, and it does not apply to the Class Action Waiver or PAGA Individual Action Requirement below. Notwithstanding any other clause or language in this Agreement and/or any rules or procedures that might otherwise apply because of this Agreement (including without limitation the AAA Rules discussed below) or any amendments and/or modifications to those rules, any claim that the Class Action Waiver, PAGA Individual Action Requirement, or any portion of the Class Action Waiver or PAGA Individual Action Requirement is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an arbitrator. This arbitration clause shall survive the termination of my employment with the Company Group.

B. *Limitations and Claims not covered*. Claims not covered by this arbitration agreement include: (1) claims for workers' compensation benefits, state disability insurance and unemployment insurance benefits; however, it applies to discrimination or retaliation claims based upon seeking such benefits; (2) claims for benefits under employee benefit plans covered by the Employee Retirement Income Security Act of 1974 ("ERISA"); (3) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; (4) disputes between the parties that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203); and (5) disputes that may not be subject to pre-dispute arbitration agreement under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the election of Employee). If any claim(s) not covered under this Agreement above are combined with claims that are covered under this Agreement, to the maximum extent permitted under applicable law, the covered claims will be arbitrated and continue to be covered under this Agreement.

C. *Class and Collective Actions*. I agree that Covered Claims will only be arbitrated on an individual basis only, and that Company Group and I both waive any right for any Covered Claim to be brought, heard, decided, or arbitrated as a class action, collective action, or one involving different employees and the arbitrator will have no authority to hear preside over any such claim ("Class Action Waiver"). I further agree to refrain from joining and to take all available measures to affirmatively opt out of any legal proceeding in which any person or entity other than me asserts or attempts to assert a claim against the Company Group and/or any (i) past present, or future parents, subsidiaries, affiliates, related companies, and d/b/a's; (ii) any officers, directors, shareholders, employees or agents, (iii) any benefit plans of the Company Group in their capacity as such or otherwise; or (iv) any successors and assigns. If there is a final judicial determination that the Class Action Waiver is unenforceable and that a class or collective action may proceed notwithstanding the existence of this Agreement, the Arbitrator is nevertheless without authority to preside over a class or collective action and, in that event, any class or collective action must be brought in a court of competent jurisdiction—not in arbitration.

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[1] Except as Section 10 otherwise provides, Covered Claims applies, without limitation, to claims based upon or related to discrimination, harassment, retaliation, defamation (including post-employment defamation or retaliation), whistleblowing, breach of a contract or covenant, fraud, negligence, breach of fiduciary duty, trade secrets, unfair competition, wages, minimum wage and overtime, or other compensation or any monies claimed to be owed, meal breaks and rest periods, termination, tort claims, common law claims, equitable claims, and claims arising under the Defend Trade Secrets Act, Fair Credit Reporting Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and any claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

[2] If a court determines the FAA does not apply, the parties stipulate and agree the arbitration law of the jurisdiction where the arbitration will take place will apply.

D. *Private Attorney General Act ("PAGA") Individual Action Requirement*. The Company Group and I agree to arbitrate any PAGA claims on an individual basis only. Therefore, any Covered Claim brought by me to recover statutory penalties, or other individual relief must be arbitrated under this arbitration agreement ("PAGA Individual Action Requirement".) The arbitrator is without authority to preside over any PAGA claim by me on behalf of any other person or joined by or consolidated with another person's or entity's PAGA claim. This PAGA Individual Action Requirement clause will be severable from this Agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

E. *Procedure*. The Company Group and I agree that either party may invoke arbitration, that any arbitration will be administered by the American Arbitration Association ("AAA"), and that the Employment Arbitration Rules and Mediation Procedures in effect at the time a demand for arbitration is filed will apply, except as follows: (1) I will not be responsible for any portion of AAA's initial filing fees in excess of the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted and the Company Group shall pay any remaining portion of the initial fee and will pay all costs and expenses unique to arbitration, including without limitation the arbitrator's fees; (2) unless the parties jointly agree otherwise, the arbitrator must be an attorney experienced in employment law and licensed to practice law in the state in which the arbitration is convened, or a retired judge from any jurisdiction; (3) the arbitrator may award any remedy to which a party is eligible to receive under applicable law (including attorneys' fees), but remedies will be limited to those that would be available to a party in their individual capacity for the claims presented to the Arbitrator, and no remedies that otherwise would be available to an individual under applicable law will be forfeited (4) unless otherwise agreed in writing by the parties, the arbitrator shall apply the substantive federal, state, or local law applicable to the claims asserted; (5) the arbitrator shall have the authority to issue an award or partial award without conducting a hearing on the grounds that there is no claim on which relief can be granted or that there is no genuine issue of material fact to resolve at a hearing, consistent with Rules 12 and 56 of the Federal Rules of Civil Procedure; (6) either party may make an offer of judgment in a manner consistent with, and within the time limitations, consequences, and effects provided in Rule 68 of the Federal Rules of Civil Procedure; (7) the Federal Rules of Evidence shall apply to the proceeding; (8) the decision of the arbitrator shall be in writing, setting forth the reasons for the arbitrator's determination and shall be final and binding on all parties; (9) the arbitrator's authority shall be limited to deciding the case submitted by the Party bringing the arbitration and, therefore, no decision by any arbitrator shall serve as precedent in other arbitrations. The Employment Arbitration Rules and Mediation Procedures can be found on the AAA's website at: www.adr.org/employment. Unless the parties jointly agree otherwise, the arbitration shall take place in take place in or near the city and in the state where I am employed or was last employed by the Company Group. Any party or witness who is unable to appear at the arbitration in person is permitted, in the arbitrator's discretion, to appear by telephone or video conference. Should either party fail to appear or participate in the arbitration proceedings, the arbitrator may decide the dispute on the evidence presented in the proceeding by the appearing party.

F. *Arbitration as the Exclusive Remedy*. Except as provided by this Agreement, arbitration shall be the sole, exclusive and final remedy for any dispute involving any Covered Claim between me and the Company Group. Accordingly, except as provided for by this Agreement, neither I nor the Company Group will be permitted to pursue court action regarding Covered Claims.

G. *Availability of Temporary Injunctive Relief in Aid of Arbitration*. Notwithstanding the exclusivity provisions above, either party may petition a court of law for temporary or preliminary injunctive relief to temporarily enforce a restriction in this Agreement or any other agreement regarding trade secrets, confidential information, or non-solicitation pending resolution of the merits of any arbitrable controversy through arbitration. Any such proceeding shall be filed in a state or federal court located in the county where I reside at the time my employment with the Company Group ends or the business litigation session of the superior court in Suffolk County, Massachusetts, and the parties to this Agreement hereby consent to personal jurisdiction therein. All determinations of final relief, however, will be decided in arbitration. The parties understand that any breach or threatened breach of this Agreement or any other agreement regarding trade secrets, confidential information, or non-solicitation will cause irreparable injury and that money damages will not provide an adequate remedy, and the parties therefore consent to the issuance of a temporary and/or preliminary injunction in such circumstances, acknowledging that an arbitration ultimately will resolve the parties' underlying dispute.

H. *Administrative Relief*. I understand that this Agreement does not prohibit me from making a report or filing an administrative charge with a local, state or federal administrative body such as a state human rights commission or department of fair employment and housing, including, the Equal Employment Opportunity Commission, US. Department of Labor, Securities and Exchange Commission, National Labor Relations Board, Occupational Safety and Health Administration, state unemployment board, the Workers' Compensation Board or any law enforcement agency. This Agreement does, however, preclude me from recovering money damages in the context of such a proceeding or pursuing a court action regarding any such claim. Nothing in this Agreement prevents or excuses a party from exhausting administrative remedies by filing any charges or complaints required by any governmental agency (including without limitation the Equal Employment Opportunity Commission and/or similar state or local agency) before bringing a claim in arbitration.

I. *Voluntary Nature of Agreement*. I acknowledge and agree that I am executing Section 10 and the Agreement to arbitrate voluntarily and without any duress OR UNDUE INFLUENCE BY The company group OR ANYONE ELSE. I FURTHER ACKNOWLEDGE and agree that I have carefully read Section 10 and that I have asked any questions NECESSARY for me to understand the terms, consequences and binding effect of section 10's Agreement to arbitrate. I FURTHER ACKNOWLEDGE and AGREE THAT I fully understand THIS AGREEMENT to arbitrate, AND that ***I am knowingly, voluntarily and irrevocably waiving my right to bring a lawsuit in court and my right to a jury trial***. Finally, I agree that I have been provided an opportunity to seek the advice of an attorney of my choice before signing this agreement. I ACKNOWLEDGE MY VOLUNTARY ACCEPTANCE OF SECTION 10 BY MY SIGNATURE HERE:

____
Signature

____
Name of Employee (typed or printed)

11. *General Provisions*.

A. *Governing Law*. This Agreement will be governed by the laws of the Commonwealth of Massachusetts.

B. *Entire Agreement*. This Agreement along with my offer letter to which this Agreement is appended, sets forth the entire agreement and understanding between the Company Group and me relating to the subject matter herein and supersedes all prior discussions or representations between us including, but not limited to, any representations made during my interview(s) or relocation negotiations, whether written or oral. Further, should I be subject to an equity or incentive compensation agreement with the Company Group containing confidentiality, non-solicitation, noncompetition and/or invention assignment provisions, the restrictive covenants in this Agreement shall supplement (rather than supersede) the covenants in such equity or incentive compensation agreements ("Other Covenants"), and the Other Covenants shall remain in full force and effect. To the extent any conflict exists between the restrictions set forth in this Agreement and the Other Covenants, the Company Group shall be provided the greatest protection set forth in either agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Company Group and me. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

C. *Severability*. In the event that the provisions of Section 10 prohibiting class action, collective action, mass action, or other multi-party proceedings are deemed void or unenforceable, the parties' agreement to arbitrate and all of Section 10 shall be deemed void and of no effect, with the remainder of this Agreement surviving as if it did not include Section 10. If any other provision(s) of this Agreement are deemed void or unenforceable, the remaining provisions will continue in full force and effect.

D. *Successors and Assigns*. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company Group, its successors, and its assigns. I consent to the assignment of this Agreement by Company Group at its discretion, including, without limitation, as part of a sale, merger, or other transaction including without limitation an asset sale or assignment, stock sale, merger, consolidation or other corporate reorganization. My obligations under this Agreement are personal in nature and will not be assigned by me without the written consent of the Company Group.

E. *At-Will Employment*. I agree and understand that nothing in this Agreement shall constitute a contract of employment or confer any right with respect to continuation of employment by the Company Group, nor shall it interfere in any way with my right or the Company Group's right to terminate my employment at any time, with or without Cause.

F. *Electronic Signature.* The Company Group and I agree that my electronic signature included in this Agreement is intended to authenticate this writing and to have the same force and effect as an original signature by hand in ink. The Company Group assents to and accepts this Agreement upon me providing my signature either electronically or by hand..

G. *Protected Activity*. Nothing in this Agreement prohibits me from (i) opposing an event or conduct that I reasonably believe is a violation of law, including criminal conduct, discrimination, harassment or other unlawful employment practices or of a recognized clear mandate of public policy, or (whether in the workplace or at a work-related event), (ii) disclosing sexual assault or sexual harassment (in the workplace, at work-related events, between employees or between an employer and an employee or otherwise), (iii) reporting such an event or conduct to my attorney, law enforcement, or the relevant law-enforcement agency (such as the Securities and Exchange Commission, Department of Labor, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, the state or local agency on human rights), or (iv) making any truthful statements or disclosures required by law or otherwise cooperating in an investigation conducted by any government agency (collectively referred to as "Protected Activity"). In addition, nothing requires notice to or approval from the Company Group before engaging in such Protected Activity. Further, nothing in this Agreement shall prohibit any non-management, non-supervisory employees from engaging in protected concerted activity under §7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Company Group as part of the employee's job duties in a Confidential Role.

[Signature Page Follows]

The effective date of this Agreement shall be the date signed by me, the Employee, below unless this Agreement is entered into as a condition of initial employment or promotion in which case the effective date is the first day of My employment in such new position (whether reduced to writing on that date or not). Under no circumstances will the Agreement become effective until ten (10) business days have passed following my initial receipt of the Agreement.

If I am being initially hired by the Company Group, I acknowledge that I received a copy of this Agreement with My first formal offer of employment from the Company Group or at least ten (10) business days before commencement of my employment by the Company Group, whichever came first; and if I was already employed by the Company Group at the time of signing this Agreement, that I was provided a copy hereof at least ten (10) business days before the effective date of this Agreement.

I read all the provisions contained herein, and all questions I had about the Agreement were answered to my satisfaction. I understand that I was provided an opportunity to seek the advice of an attorney of my choice before signing this Agreement.

Date: ______________________________

____
Signature

____
Name of Employee (typed or printed)

ACCEPTED AND AGREED TO:

SKILLSOFT

By: ______________________________
Name: Ciara Harrington
Chief People Officer

<u>Exhibit A</u>

LIST OF PRIOR INVENTIONS

AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

_______ No inventions or improvements

_______ Additional Sheets Attached

Signature of Employee: ______________________________

Print Name of Employee: ______________________________

Date: ______________________________

Exhibit B

INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

(a) Any provision in this Agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

Exhibit C

TERMINATION CERTIFICATION

Each certification below is qualified in its entirety by terms and provisions of the Restrictive Covenants Agreement:

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to Skillsoft, its subsidiaries, affiliates, successors or assigns (together, the "Company Group").

I further certify that I have complied with all the terms of the Restrictive Covenants Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, pursuant to the terms of the Restrictive Covenants Agreement, I will maintain the confidentiality of all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company Group or any of its employees, clients, consultants or licensees.

I further acknowledge my continuing obligations under the Restrictive Covenants Agreement.

Date: ______________________________

____
(Employee's Signature)

____
(Type/Print Employee's Name)

Exhibit D

CONFLICT OF INTEREST GUIDELINES

It is the policy of Skillsoft to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company Group. The following are potentially compromising situations which must be avoided.

1. Revealing confidential information to outsiders or misusing confidential information in violation of the Restrictive Covenants Agreement. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company Group is intended. (The Restrictive Covenants Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company Group.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company Group in violation of the Restrictive Covenants Agreement.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company Group.

7. Borrowing from or lending to employees, customers or suppliers.

8. Acquiring real estate of interest to the Company Group.

9. Improperly using or disclosing to the Company Group any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.

13. Engaging in any conduct which is not in the best interest of the Company Group.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict-of-interest policy may result in discharge without warning.

Exhibit 10.6

PERFORMANCE STOCK UNIT GRANT NOTICE

Skillsoft Corp., a Delaware corporation (the "Company"), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), hereby grants to the Participant set forth below the number of Performance Stock Units set forth below (the "PSUs"). The PSUs are subject to all of the terms and conditions as set forth in this Performance Stock Unit Grant Notice (this "Grant Notice"), in the Performance Stock Unit Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan.

Participant: [*]

Date of Grant: [*]

Performance Period: [*]

Vesting Commencement Date: [*]

Target Number of Performance Stock Units: [*]

Vesting Schedule: The PSUs will vest based on the level of achievement of the performance goal following each Measurement Date (as defined in Exhibit A to the Performance Stock Unit Agreement) in the Performance Period, as certified by the Committee and in each case as set forth in Exhibit A to the Performance Stock Unit Agreement, and the Participant's continued performance of services through the second anniversary of the Vesting Commencement Date (the "Vesting Date"). All vesting is dependent on the Participant's remaining continuously employed by or providing continuous services to a member of the Company Group through the Vesting Date, as provided herein.

Dividend Equivalents: The PSUs shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

Acknowledgments: The Participant acknowledges receipt of this Grant Notice, the Performance Stock Unit Agreement (the "Agreement") and the Plan and, as an express condition to the grant of the PSUs hereunder, agrees to bound by the terms of this Grant Notice, the Agreement and the Plan. The Participant further acknowledges and agrees that (a) this Grant Notice and the Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (b) this Grant Notice and Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Grant Notice and Agreement is countersigned by the Participant.

PERFORMANCE STOCK UNIT AGREEMENT

Pursuant to the Performance Stock Unit Grant Notice (the "Grant Notice") delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance Stock Unit Agreement (this "Agreement") and the Skillsoft Corp. 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), Skillsoft Corp., a Delaware corporation (the "Company"), and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

1. **Grant of Performance Stock Units**. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance Stock Units (the "PSUs") provided in the Grant Notice (with each PSU representing an unfunded, unsecured right to receive one share of Common Stock).

2. **Vesting and Termination**.

(a) Subject to the conditions contained herein and in the Plan, the PSUs shall vest as provided in Exhibit A to this Agreement and the Vesting Schedule set forth in the Grant Notice.

(b) In the event of the Participant's Termination for any reason, any unvested PSUs as of the effective date of such Termination shall be forfeited to the Company by the Participant for no consideration.

3. **Settlement of Performance Stock Units**. Subject to Section 7 of this Agreement and any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, on or within 30 days following the applicable vesting date, one share of Common Stock for each PSU that vests on such date, and such vested PSU shall be cancelled upon such delivery. The Company shall either (a) deliver to the Participant a certificate or certificates therefor, registered in the Participant's name, or (b) cause such shares of Common Stock to be credited to the Participant's account at the third-party plan administrator. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the shares of Common Stock are listed for trading.

4. **Participant**. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or persons to whom the PSUs may be transferred in accordance with Section 13(b) of the Plan, the word "Participant" shall be deemed to include such persons.

5. **Non-Transferability**. The PSUs are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the PSUs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the PSUs shall terminate and become of no further effect.

6. **Rights as Shareholder**. Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant shall have no rights as a shareholder with respect to any share of Common Stock underlying an PSU unless and until the Participant shall have become the holder of record of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

7. **Tax Withholding**. The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

8. **Notice**. Every notice or other communication relating to this Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's Legal Department or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the foregoing, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

9. **No Right to Continued Employment or Service**. This Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

10. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. **Waiver and Amendments**. Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the parties hereto; *provided*, *however*, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

12. **Governing Law**. The provisions of Section 13(q) of the Plan are incorporated herein by reference and made a part hereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of the State of Delaware.

13. **Plan**. The terms and provisions of the Plan are incorporated herein by reference and made a part hereof. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the terms and provisions of this Agreement (including the Grant Notice), the Plan shall govern and control.

14. **Section 409A**. It is intended that the PSUs granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

15. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Entire Agreement**. This Agreement and Exhibit A hereto, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

* * *

[Signature page follows]

Participant

____

SKILLSOFT CORP.

By: ______________________________
Name:
Title:

[Signature page to Performance Stock Unit Grant Notice and Agreement]

Exhibit A

Performance Vesting Criteria

1. Performance Condition

This Agreement shall set forth how the Talent and Compensation Committee (the “Committee”) will determine the amount of Performance Stock Units (generally, the “PSUs”) to be earned based on fulfilment of both performance and time-based vesting requirements.

The number of PSUs that are eligible to vest shall be determined based upon the Company’s overall percentage of bookings growth (“Bookings Growth”) on each Measurement Date (as defined below) in each of the fiscal years within the Performance Period set forth in the Notice of Grant (i.e., FY27, FY28). For the purpose of this Agreement, “Bookings Growth” as of the applicable Measurement Date shall be calculated based on the percentage increase of the Company’s Bookings from the prior fiscal year (to 2 decimal places), rounded up to the nearest dollar.

$$\frac{\text{(Current Year Bookings} \quad \textit{minus} \quad \text{Prior Year Bookings)}}{\text{Prior Year Bookings}} \quad X \quad 100 \quad = \quad \text{Annual Bookings Growth}$$

The Committee will determine what percentage Target Number of PSUs will be Earned PSUs (as defined below) based on the performance of the Company as set forth herein. The Target Number of PSUs will be divided into two halves, with one-half of the total Target Number of PSUs being measured in each of FY27 and FY28 to determine the Earned PSUs for such fiscal year.

After the end of each fiscal year, and in connection with certifying the achievement of the applicable year, the Committee shall determine the number of Earned PSUs based on the Company’s Bookings Growth. Such amount shall be determined on an annual basis, provided however, that in each year the number of Earned PSUs may exceed one-half of the total Target Number of PSUs for such year due to overachievement. Notwithstanding the foregoing, no Earned PSUs shall vest until the Vesting Date.

2. Determination of Target Annual Achievement Levels

The determination of the target Annual Achievement Levels will be determined by the Committee on an annual basis, subject to and in connection with the completion of the Company’s annual report on Form 10-K or if no 10-K is filed as audited by an external third-party auditor. For example, the Annual Achievement Levels for FY27 have been determined by the Committee in connection with the finalization of the Company’s annual report on Form 10-K filed April 7, 2026 (and are as included herein), but the Annual Achievement Levels for FY28 shall be determined by the Committee in connection with the finalization of the Company’s annual report on Form 10-K to be filed in 2027.

3. Committee Certification of Annual Achievement Levels

The certification of the achievement of the Annual Achievement Levels will be certified by the Committee on an annual basis in connection with the completion of the Company’s annual report on Form 10-K or if no 10-K is filed such financial statements as would be included therein and audited by an external third party auditor, but in any event no later than June 15 of the applicable year. For example, the certification for the Annual Achievement Levels for FY27 shall be determined by the Committee no later than June 15, 2027. The Participant will be notified of the Annual Achievement Level as soon as reasonably practicable following the determination of the Annual Achievement Level.

The Committee retains full discretion to (i) determine the Annual Achievement Levels, including any modification or amendment and (ii) to certify such Annual Achievement Levels.

4. Number of PSUs that may be Earned each year

The number of PSUs, if any, that may be earned under this award and that are eligible to vest shall be determined and certified by the Committee following each Measurement Date as described herein.

The number of PSUs to be earned shall be calculated on an annual basis with target Annual Achievement Levels as determined by the Committee.

The number of PSUs that may be earned and that are eligible to vest following the applicable Measurement Date ("Earned PSUs") shall be equal to *the product of* (i) the total Target Number of Performance Stock Units, (ii) the Percentage of PSUs Eligible to Vest for the applicable year, and (iii) the Payout Factor for the applicable year, as set forth below:

Measurement Date	**Percentage of PSUs Eligible to Vest**
January 31, 2027 (FY27)	50%
January 31, 2028 (FY28)	100%, less the % of Target shares earned in prior year up to 50%

The "Annual Achievement Levels" for FY27 are as follows: [*]

In determining the number of PSUs that are eligible to vest, the amounts set forth above will be linearly interpolated between the percentage payouts set forth in the table above based on actual results as determined and certified by the Committee. In no event shall more than 200% of the Target Number of PSUs vest hereunder. In addition, once a PSU is an Earned PSU the Participant shall have a right to receive such PSU, subject to the terms of this Agreement.

In FY28, the Committee shall determine the Annual Achievement Level, Payout Factor, Bookings and Bookings Growth for such fiscal year.

5. Vesting Date and Payout

Earned PSUs are not vested until the vesting requirements set forth in the Grant Notice and this Agreement have been satisfied. If the Participant does not meet the service requirement in the Grant Notice, no payment of PSUs or issuance of Common Stock pursuant to the PSUs shall be made and/or distributed to any Participant, and any PSUs (regardless of whether they are earned or not) will be forfeited on termination of service. For the avoidance of doubt, although a certain number of PSUs may be earned and/or become eligible to vest hereunder in accordance with the provisions of this Agreement, no vesting or payment of PSUs shall be made and/or distributed to any Participant until the Vesting Date and subject to the Service Requirement contained herein.

Subject to the terms contained herein, payment will be made to the Participant no later than sixty (60) days from the Vesting Date.

6. Service Requirement

Any PSUs that become Earned PSUs or otherwise eligible to vest as of a particular Measurement Date (as determined above) shall only become vested if the Participant remains continuously employed by or continues to provide continuous services to a member of the Company Group through the Vesting Date.

7. Effect of Change in Control

Upon a Change in Control, the Percentage of PSUs eligible to vest shall be equal to 100% of the Target Number of PSUs; however, if the Payout Factor for any fiscal year during the Performance Period that has been completed prior to the Change in Control exceeded 100%, then the Participant shall receive an additional number of PSUs equal to the difference between (i) the number of Earned PSUs for such applicable year, and (ii) the number of PSUs which would have become eligible to vest PSUs in such year if only a 100% Payout Factor had been achieved. No additional PSUs shall become eligible to vest following the date of the Change in Control.

Any portion of the PSUs earned or eligible to vest upon the closing of the Change in Control will only become fully vested if the Participant remains continuously employed by or continues to provide continuous services to a member of the Company Group through the Vesting Date and will be paid on the Vesting Date. Payment will be made no later than sixty (60) days from the Vesting Date.

8. Adjustments

In addition, in the event of (i) any dividend (other than regular cash dividends) or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event that affects the shares of Common Stock (including a Change in Control); or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Committee determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants (any event in (i) or (ii), an “Adjustment Event”), the Committee shall, in respect of any such Adjustment Event, make such proportionate substitution or adjustment, if any, as it deems equitable, to any or all of (A) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) which may be issued in respect of this Grant Notice and Agreement; and (C) the terms of the PSUs, including, without limitation, (I) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) to which this Grant Notice and Agreement relates; (II) any amount payable as a condition of issuance of shares of Common Stock; or (III) any applicable performance measures; provided, that in the case of any “equity restructuring” (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor pronouncement thereto)), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring.

Exhibit 10.7

PERFORMANCE STOCK UNIT GRANT NOTICE

Skillsoft Corp., a Delaware corporation (the "Company"), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), hereby grants to the Participant set forth below the number of Performance Stock Units set forth below (the "PSUs"). The PSUs are subject to all of the terms and conditions as set forth in this Performance Stock Unit Grant Notice (this "Grant Notice"), in the Performance Stock Unit Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan.

Participant: [*]

Date of Grant: [*]

Performance Period: [*]

Vesting Commencement Date: [*]

Target Number of Performance Stock Units: [*]

Vesting Schedule: The PSUs will vest based on the level of achievement of the performance goal following each Measurement Date (as defined in Exhibit A to the Performance Stock Unit Agreement) in the Performance Period, as certified by the Committee and in each case as set forth in Exhibit A to the Performance Stock Unit Agreement, and the Participant's continued performance of services through the second anniversary of the Vesting Commencement Date (the "Vesting Date"), except as otherwise expressly provided in Exhibit A. All vesting is dependent on the Participant's remaining continuously employed by or providing continuous services to a member of the Company Group through the Vesting Date, as provided herein, except as otherwise expressly provided in Exhibit A.

Dividend Equivalents: The PSUs shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

Acknowledgments: The Participant acknowledges receipt of this Grant Notice, the Performance Stock Unit Agreement (the "Agreement") and the Plan and, as an express condition to the grant of the PSUs hereunder, agrees to bound by the terms of this Grant Notice, the Agreement and the Plan. The Participant further acknowledges and agrees that (a) this Grant Notice and the Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (b) this Grant Notice and Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Grant Notice and Agreement is countersigned by the Participant.

PERFORMANCE STOCK UNIT AGREEMENT

Pursuant to the Performance Stock Unit Grant Notice (the "Grant Notice") delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance Stock Unit Agreement (this "Agreement") and the Skillsoft Corp. 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), Skillsoft Corp., a Delaware corporation (the "Company"), and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

1. **Grant of Performance Stock Units**. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance Stock Units (the "PSUs") provided in the Grant Notice (with each PSU representing an unfunded, unsecured right to receive one share of Common Stock).

2. **Vesting and Termination**.

(a) Subject to the conditions contained herein and in the Plan, the PSUs shall vest as provided in Exhibit A to this Agreement and the Vesting Schedule set forth in the Grant Notice.

(b) Except as otherwise expressly provided in Exhibit A, in the event of the Participant's Termination for any reason, any unvested PSUs as of the effective date of such Termination shall be forfeited to the Company by the Participant for no consideration.

3. **Settlement of Performance Stock Units**. Subject to Section 7 of this Agreement and any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, on or within 30 days following the applicable vesting date, one share of Common Stock for each PSU that vests on such date, and such vested PSU shall be cancelled upon such delivery. The Company shall either (a) deliver to the Participant a certificate or certificates therefor, registered in the Participant's name, or (b) cause such shares of Common Stock to be credited to the Participant's account at the third-party plan administrator. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the shares of Common Stock are listed for trading.

4. **Participant**. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or persons to whom the PSUs may be transferred in accordance with Section 13(b) of the Plan, the word "Participant" shall be deemed to include such persons.

5. **Non-Transferability**. The PSUs are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the PSUs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the PSUs shall terminate and become of no further effect.

6. **Rights as Shareholder**. Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant shall have no rights as a shareholder with respect to any share of Common Stock underlying an PSU unless and until the Participant shall have become the holder of record of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

7. **Tax Withholding**. The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

8. **Notice**. Every notice or other communication relating to this Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's Legal Department or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the foregoing, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

9. **No Right to Continued Employment or Service**. This Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

10. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. **Waiver and Amendments**. Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the parties hereto; *provided*, *however*, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

12. **Governing Law**. The provisions of Section 13(q) of the Plan are incorporated herein by reference and made a part hereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of the State of Delaware.

13. **Plan**. The terms and provisions of the Plan are incorporated herein by reference and made a part hereof. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the terms and provisions of this Agreement (including the Grant Notice), the Plan shall govern and control. Notwithstanding the foregoing, to the extent there is a conflict between this Agreement (including Exhibit A hereto) and the Plan regarding the vesting terms of the PSUs or the limitations on adjustments to their Annual Achievement Levels, in each case, as set forth in this Agreement, such terms of this Agreement (including Exhibit A) will control over the Plan.

14. **Section 409A**. The PSUs are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, if the Participant experiences a Termination that is not a "separation from service" within the meaning of Section 409A of the Code, no payment or distribution of any amounts with respect to the PSUs will be due to the Participant until the Participant would be considered to have incurred a "separation from service" within the meaning of Section 409A of the Code. Any payments described in this Agreement that are due within the "short-term deferral" period as defined in Section 409A of the Code shall not be treated as deferred compensation subject to Section 409A unless applicable law requires otherwise. Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A of the Code. Notwithstanding any other provision of this Agreement, to the extent the PSUs are payable upon a "separation from service" to a Participant who is a "specified employee" (as such term is defined in Section 409A(a)(2)(B)(i) of the Code) determined in accordance with the methodology established by the Company as in effect on the date of such "separation from service" and to the extent such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, any such delivery of shares of Common Stock or cash payment due to lapse of the vesting restrictions upon such "separation from service" shall instead be made on the first business day after the date that is six (6) months following such "separation from service" (or death, if earlier). With respect to any payment or benefit under this Agreement that constitutes deferred compensation subject to Section 409A and that is not otherwise exempt from the application of Section 409A, then, if the period during which the Participant may consider, sign or revoke the release of claims spans two calendar years, the payment of such payment or benefit will not be made or begin until the later calendar year. The Company makes no representation that any or all of the payments or benefits described in this Agreement will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Participant shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A of the Code. If the parties in good faith agree that this Agreement is not in compliance with Section 409A, the parties agree to take good faith reasonable actions to modify this Agreement to comply with Section 409A while endeavoring to maintain the intended economic benefits.

15. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the PSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Entire Agreement**. This Agreement and Exhibit A hereto, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

* * *

[Signature page follows]

Participant

____

SKILLSOFT CORP.

By: ____________________________________

Name:

Title:

[Signature page to Performance Stock Unit Grant Notice and Agreement]

Exhibit A

Performance Vesting Criteria

1. Performance Condition

This Agreement shall set forth how the Talent and Compensation Committee (the "Committee") will determine the amount of Performance Stock Units (generally, the "PSUs") to be earned based on fulfilment of both performance and time-based vesting requirements.

The number of PSUs that are eligible to vest shall be determined based upon the Company's overall percentage of bookings growth ("Bookings Growth") on each Measurement Date (as defined below) in the each of the fiscal years within the Performance Period set forth in the Notice of Grant (i.e., FY27 and FY28). For the purpose of this Agreement, "Bookings Growth" as of the applicable Measurement Date shall be calculated based on the percentage increase of the Company's Bookings (to 2 decimal places) from the Company's prior fiscal year, rounded up to the nearest dollar.

$$\frac{\text{(Current Year Bookings } \textit{minus} \text{ Prior Year Bookings)}}{\text{Prior Year Bookings}} \quad X \quad 100 \quad = \quad \text{Annual Bookings Growth}$$

The Committee will determine what percentage Target Number of PSUs will be Earned PSUs (as defined below) based on the performance of the Company as set forth herein. The Target Number of PSUs will be divided into two halves, with one-half of the total Target Number of PSUs being measured in each of FY27 and FY28 to determine the Earned PSUs for such fiscal year.

After the end of each fiscal year, and in connection with certifying the achievement of the applicable year, the Committee shall determine the number of Earned PSUs based on the Company's Bookings Growth. Such amount shall be determined on an annual basis, provided however, that in each year the number of Earned PSUs may exceed one-half of the total Target Number of PSUs for such year due to overachievement. Notwithstanding the foregoing, no Earned PSUs shall vest until the Vesting Date, except as otherwise provided in Sections 7 and 8 of this Exhibit A.

2. Determination of Target Annual Achievement Levels

The determination of the target Annual Achievement Levels will be determined by the Committee on an annual basis, subject to and in connection with the completion of the Company's annual report on Form 10-K or if no 10-K is filed as audited by an external third-party auditor. For example, the Annual Achievement Levels for FY27 have been determined by the Committee in connection with the finalization of the Company's annual report on Form 10-K filed April 7, 2026 (and are as included herein), but the Annual Achievement Levels for FY28 shall be determined by the Committee in connection with the finalization of the Company's annual report on Form 10-K to be filed in 2027.

3. Committee Certification of Annual Achievement Levels

The certification of the achievement of the Annual Achievement Levels will be certified by the Committee on an annual basis in connection with the completion of the Company's annual report on Form 10-K or if no 10-K is filed such financial statements as would be included therein and audited by an external third party auditor, but in any event no later than June 15 of the applicable year. For example, the certification for the Annual Achievement Levels for FY27 shall be determined by the Committee no later than June 15, 2027. The Participant will be notified of the achievement of the applicable Annual Achievement Level as soon as reasonably practicable following the Committee's determination of such achievement of the Annual Achievement Level.

To the extent permitted by the terms of the Plan, the Committee retains full discretion to (i) determine the Annual Achievement Levels, including any modification or amendment (to the extent such modifications or amendments apply to fiscal 2027 grants of performance stock units to other members of the Company's executive leadership team) and (ii) to certify such Annual Achievement Levels.

4. Number of PSUs that may be Earned each year

The number of PSUs, if any, that may be earned under this award and that are eligible to vest shall be determined and certified by the Committee following each Measurement Date as described herein.

The number of PSUs to be earned shall be calculated on an annual basis with target Annual Achievement Levels as determined by the Committee.

The number of PSUs that may be earned and that are eligible to vest following the applicable Measurement Date ("Earned PSUs") shall be equal to *the product of* (i) the total Target Number of PSUs, (ii) the Percentage of PSUs Eligible to Vest for the applicable year, and (iii) the Payout Factor for the applicable year, as set forth below:

Measurement Date	**Percentage of PSUs Eligible to Vest**
January 31, 2027 (FY27)	50%
January 31, 2028 (FY28)	100%, less the % of Target shares earned in prior year up to 50%

The "Annual Achievement Levels" for FY27 are as follows: [*]

The amounts set forth above will be linearly interpolated between the percentage payouts set forth in the table above. In no event shall more than 200% of the Target Number of PSUs vest hereunder. In addition, once a PSU is an Earned PSU the Participant shall have a right to receive such PSU, subject to the terms of this Agreement.

In FY28, the Committee shall determine the Annual Achievement Level, Payout Factor and Revenue Growth for such fiscal year.

5. Vesting Date and Payout

Earned PSUs are not vested until the vesting requirements set forth in the Grant Notice and this Agreement have been satisfied. If the Participant does not meet the service requirement in the Grant Notice, no payment of PSUs or issuance of Common Stock pursuant to the PSUs shall be made and/or distributed to any Participant, and any PSUs (regardless of whether they are earned or not) will be forfeited on termination of service. For the avoidance of doubt, although a certain number of PSUs may be earned and/or become eligible to vest hereunder in accordance with the provisions of this Agreement, no vesting or payment of PSUs shall be made and/or distributed to any Participant until the Vesting Date and subject to the Service Requirement contained herein, except as otherwise provided in Sections 7 and 8 of this Exhibit A.

Subject to the terms contained herein, payment will be made to the Participant no later than sixty (60) days from the Vesting Date.

6. Service Requirement

Any PSUs that become Earned PSUs or otherwise eligible to vest as of a particular Measurement Date (as determined above) shall only become vested if the Participant remains continuously employed by or continues to provide continuous services to a member of the Company Group through the Vesting Date, except as otherwise provided in Sections 7 and 8 of this Exhibit A.

7. Effect of Change in Control

In the event of a Change in Control during the Participant's employment with the Company Group and on or prior to April 30, 2027, the following number of the PSUs shall vest upon the Change in Control: (i) 66.66% of the Target Number of PSUs plus (ii) if FY27 is completed prior to the Triggering Event (as defined below) and the Payout Factor for FY27 exceeds 100%, an additional number of PSUs equal to the difference between (x) the number of Earned PSUs for FY27 and (y) the number of PSUs which would become eligible to vest in FY27 if only a 100% Payout Factor was achieved (the sum of the foregoing (i) and (ii), the "Partial FY27 PSU Payout").

In the event of a Change in Control during the Participant's employment with the Company Group and on or following May 1, 2027 but prior to the Vesting Date, the following number of the PSUs shall vest upon the Change in Control: (i) 100% of the Target Number of PSUs plus (ii) if the Payout Factor for any fiscal year during the Performance Period that has been completed prior to the Triggering Event exceeds 100%, an additional number of PSUs equal to the difference between (x) the number of Earned PSUs for such applicable year and (y) the number of PSUs which would become eligible to vest in such year if only a 100% Payout Factor was achieved (the sum of the foregoing (i) and (ii), the "Full FY27 PSU Payout").

"Triggering Event" shall mean (i) Change in Control, for purposes of determining the Full FY27 PSU Payout under Section 7 of Exhibit A; (ii) Qualifying Termination (as defined below), for purposes of determining the Full FY27 PSU Payout under Section 8 of Exhibit A.

Payment under this Section 7 will be made as soon as practicable following, but in no event later than sixty (60) days following the closing of the Change in Control**.**

Any portion of the PSUs that do not vest upon the Change in Control will be automatically forfeited upon the Change in Control for no consideration.

8. Effect of a Qualifying Termination of the Participant's Employment

For purposes of this Agreement: (i) if the Participant's employment is terminated by the Company without Severance Cause or by the Participant with Good Reason (in each case, as defined in the Participant's offer letter with the Company dated September 4, 2024), such termination of employment is a "Qualifying Termination" and (ii) the "CIC Protection Period" means the six (6)-month period prior to a Change in Control **and in connection with such Change in Control** or within the 12-month period following a Change in Control.

In the event of the Participant's Qualifying Termination outside the CIC Protection Period: (i) if such Qualifying Termination occurs on or prior to April 30, 2027, the PSUs shall vest with respect to the Partial FY27 PSU Payout, effective as of the Qualifying Termination or (ii) if such Qualifying Termination occurs on or after May 1, 2027 but prior to the Vesting Date, the PSUs shall vest with respect to the Full FY27 PSU Payout, effective as of the Qualifying Termination. Any PSUs that do not vest upon the Qualifying Termination shall be forfeited upon the Qualifying Termination for no consideration, except as otherwise provided in the next paragraph.

In the event of the Participant's Qualifying Termination prior to the Vesting Date and within the six (6)-month period prior to or upon a Change in Control and in connection with such Change in Control, the PSUs shall vest with respect to the Full FY27 PSU Payout as follows: (i) if such Qualifying Termination occurs on or after May 1, 2027, the Full FY27 PSU Payout shall vest effective as of the date of the Qualifying Termination or (ii) if such Qualifying Termination occurs on or prior to April 30, 2027, (a) the Partial FY27 PSU Payout shall vest effective as of the date of the Qualifying Termination and (b) the number of PSUs equal to the difference between the Full FY27 PSU Payout and the Partial FY27 PSU Payout shall vest effective as of, and contingent upon, such Change in Control.

Notwithstanding anything herein to the contrary, in the event of a Change in Control before the Participant's Termination, the PSUs shall vest as described in Section 7 of Exhibit A, **such that a Qualifying Termination after the Change in Control will not cause additional PSUs to vest**, because any PSUs that do not vest upon the Change in Control are automatically forfeited upon the Change in Control for no consideration, as set forth in Section 7 of Exhibit A.

Any of the acceleration described in Sections 7 and 8 of this Exhibit A is subject to the Participant's timely execution and non-revocation of a release of claims in substantially the form set forth as Annex III to the Participant's offer letter with the Company dated September 4, 2024 and the Participant's continued compliance in all material respects with the Participant's obligations under his Restrictive Covenants Agreement (as defined in such offer letter).

9. Adjustments

In addition, in the event of (i) any dividend (other than regular cash dividends) or other distribution (whether in the form of cash, shares of Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event that affects the shares of Common Stock (including a Change in Control); or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Committee determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants (any event in (i) or (ii), an "Adjustment Event"), the Committee shall, in respect of any such Adjustment Event, make such proportionate substitution or adjustment, if any, as it deems equitable, to any or all of (A) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) which may be issued in respect of this Grant Notice and Agreement; and (C) the terms of the PSUs, including, without limitation, (I) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) to which this Grant Notice and Agreement relates; (II) any amount payable as a condition of issuance of shares of Common Stock; or (III) any applicable performance measures; provided, that in the case of any "equity restructuring" (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor pronouncement thereto)), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring.

Exhibit 10.8

RESTRICTED STOCK UNIT GRANT NOTICE
[Time-Based]

Skillsoft Corp., a Delaware corporation (the "Company"), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), hereby grants to the Participant set forth below the number of time-based Restricted Stock Units set forth below (the "RSUs"). The RSUs are subject to all of the terms and conditions as set forth in this Restricted Stock Unit Grant Notice (this "Grant Notice"), in the Restricted Stock Unit Agreement (attached hereto), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan.

Participant: [*]

Date of Grant: [*]

Vesting Commencement Date: [*]

Number of Restricted Stock Units: [*]

Vesting Schedule: Subject to Section 2(b) of the Restricted Stock Unit Agreement, fifty percent (50%) of the RSUs will vest on each of the first and second anniversaries of the Vesting Commencement Date, provided that the Participant has not undergone a Termination prior to the applicable anniversary.

Dividend Equivalents: The RSUs shall be credited with dividend equivalent payments, as provided in Section 13(c)(iii) of the Plan.

Acknowledgments: The Participant acknowledges receipt of this Grant Notice, the Restricted Stock Unit Agreement (the "Agreement") and the Plan and, as an express condition to the grant of the RSUs hereunder, agrees to bound by the terms of this Grant Notice, the Agreement and the Plan. The Participant further acknowledges and agrees that (a) this Grant Notice and the Agreement may be executed in two or more counterparts, each of which will be an original and all of which together will constitute one and the same instrument, (b) this Grant Notice and Agreement may be executed and exchanged using facsimile, portable document format (PDF) or electronic signature, which, in each case, will constitute an original signature for all purposes hereunder, and (c) such signature by the Company will be binding against the Company and will create a legally binding agreement when this Grant Notice and Agreement is countersigned by the Participant.

RESTRICTED STOCK UNIT AGREEMENT
[Time-Based]

Pursuant to the Restricted Stock Unit Grant Notice (the "Grant Notice") delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Restricted Stock Unit Agreement (this "Agreement") and the Skillsoft Corp. 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the "Plan"), Skillsoft Corp., a Delaware corporation (the "Company"), and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Plan.

1. **Grant of Restricted Stock Units**. Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Restricted Stock Units (the "RSUs") provided in the Grant Notice (with each RSU representing an unfunded, unsecured right to receive one share of Common Stock).

2. **Vesting and Termination**.

(a) Subject to the conditions contained herein and in the Plan, the RSUs shall vest as provided in the Grant Notice.

(b) In the event of the Participant's Termination for any reason prior to the time that all of the RSUs have vested, the then-unvested RSUs shall be forfeited to the Company by the Participant for no consideration as of the date of such Termination.

3. **Settlement of Restricted Stock Units**. Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, the Company will deliver to the Participant, without charge, on or within 30 days following the applicable vesting date, one share of Common Stock for each RSU that vests on such date, and such vested RSU shall be cancelled upon such delivery. The Company shall either (a) deliver to the Participant a certificate or certificates therefor, registered in the Participant's name, or (b) cause such shares of Common Stock to be credited to the Participant's account at the third-party plan administrator. Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the shares of Common Stock are listed for trading.

4. **Participant**. Whenever the word "Participant" is used in any provision of this Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or persons to whom the RSUs may be transferred in accordance with Section 13(b) of the Plan, the word "Participant" shall be deemed to include such persons.

5. **Non-Transferability**. The RSUs are not transferable by the Participant except to Permitted Transferees in accordance with Section 13(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the RSUs, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the RSUs shall terminate and become of no further effect.

6. **Rights as Shareholder**. Subject to any dividend equivalent payments to be provided to the Participant in accordance with the Grant Notice and Section 13(c)(iii) of the Plan, the Participant shall have no rights as a shareholder with respect to any share of Common Stock underlying an RSU unless and until the Participant shall have become the holder of record of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record thereof.

7. **Tax Withholding**. The provisions of Section 13(d) of the Plan are incorporated herein by reference and made a part hereof.

8. **Notice**. Every notice or other communication relating to this Agreement between the Company and the Participant shall be in writing, which may include by electronic mail, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; *provided* that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company's Chief Legal Officer or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant's last known address, as reflected in the Company's records. Notwithstanding the foregoing, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

9. **No Right to Continued Employment or Service**. This Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

10. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

11. **Waiver and Amendments**. Except as otherwise set forth in Section 12 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Agreement shall be valid only if made in writing and signed by the parties hereto; *provided*, *however*, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

12. **Governing Law**. The provisions of Section 13(q) of the Plan are incorporated herein by reference and made a part hereof. Notwithstanding anything contained in this Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of the State of Delaware.

13. **Plan**. The terms and provisions of the Plan are incorporated herein by reference and made a part hereof. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the terms and provisions of this Agreement (including the Grant Notice), the Plan shall govern and control.

14. **Section 409A**. It is intended that the RSUs granted hereunder shall be exempt from Section 409A of the Code pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

15. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

16. **Electronic Delivery and Acceptance**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

17. **Entire Agreement**. This Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

* * *

[Signature page follows]

Participant

____

SKILLSOFT CORP.

By: ______________________________
Name:
Title:

[Signature page to Restricted Stock Unit Grant Notice and Agreement (Time-Based)]

Exhibit 31.1

I, Ronald W. Hovsepian, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Skillsoft Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 9, 2026

/s/ Ronald W. Hovsepian

Ronald W. Hovsepian
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

I, Ronald Kisling, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Skillsoft Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 9, 2026

/s/ Ronald Kisling

Ronald Kisling
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Skillsoft Corp. (the "Company") on Form 10-Q for the quarterly period ended July 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 9, 2026

/s/ Ronald W. Hovsepian
Ronald W. Hovsepian
Chief Executive Officer
(Principal Executive Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.

EXHIBIT 32.2

CERTIFICATION OF THE PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Skillsoft Corp. (the “Company”) on Form 10-Q for the quarterly period ended July 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 9, 2026

/s/ Ronald Kisling
Ronald Kisling
Chief Financial Officer
(Principal Financial Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. § 1350 and is not being filed as part of the Report or as a separate disclosure document.