



**CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
DIGITAL ADOPTION PLATFORM
CITY OF CHANDLER AGREEMENT NO. 4506**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and WalkMe, Inc., a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

- A. City proposes to purchase a subscription for a digital adoption platform as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth therein.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its Resellers and/or End Users' use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information (like age, profession, or gender), domain names, computer type, browser types, and other anonymous statistical data arising from such use of the Services and access to the Facilities.

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Base Programs means each version of a computer program used by Contractor to perform the Services, including the object code and source code, and all Upgrades, Documentation, workarounds, error-corrections, patches, and bug fixes.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Custom Software means the modifications and enhancements to the Software Programs and new computer programs, including application program interfaces, developed from time to time by Contractor for the exclusive use of City.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

End User means any person or entity that is authorized by the City to and receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in accordance with the relevant Documentation.

Exit Plan means the plan set forth in Exhibit F hereto.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Implementation Date means the implementation date set forth in an applicable Order Form for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, the Resellers, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Contractor Confidential Information means Contractor nonpublic financial information.

Reseller(s) means one or more independent sales or support companies engaged to sell, support or implement the Services to End Users.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Shall, Will, or Must means a mandatory requirement.

Software Programs means the Base Programs and Custom Programs.

Upgrades has the meaning stated in Exhibit A.

2.0 SERVICES

2.1 Services under Order Forms. Subject to the terms and conditions in this Agreement including payment of applicable fees, Contractor will perform and deliver Services described in this Agreement and any Order Forms hereto, in accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

2.2 Grant of License, On Premises Equipment. Contractor hereby grants City and its respective Representatives a nonexclusive, nontransferable, non-sublicensable, worldwide license to access and use the Services. Other than the rights expressly specified in this Agreement and in an applicable Order Form, no other right or interest whatsoever is granted to City in connection with the Service or to the solutions to which it provides access. Without limiting the foregoing, City may not: (i) use the Service for purposes other than the purposes for which it is intended as defined in this Agreement and/or the applicable Order Form; (ii) rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Service or any part thereof; (iii) bypass or breach any security device or protection used by the Service; (iv) input, upload, transmit, or otherwise provide to or through the Service any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (v) use the Service in any illegal manner or in any way that infringes the right of any third party. In addition, in the event the Order Form limits the usage to a certain number of End Users, City shall ensure that the quantity of End Users who may access and use ("Active Use") the Service in any given calendar month, will not exceed the quantity set forth in the Order Form. City will be solely responsible to obtain the authorizations, licenses and consents, if and as required by any applicable law, to make the Service available to the End Users. "End User(s)" or "Active User" means individual(s) for whom the Subscription Services load. In addition to any other undertaking or responsibility of City as set forth in this Agreement, any applicable Order Form, SLA or an exhibit hereto or thereto, City shall be solely responsible and liable for, and in connection with: (i) the manner in which City and the End Users use the Service (ii) City Content, including without limitation City's rights to use such Content in connection with the Service; (iii) information, data or other Content provided by End Users; and/or (iv) compliance by City with any and all applicable laws and with third parties' rights in connection with the foregoing.

2.3 Reports. On a quarterly basis or more frequently as may be specified in a Order Form, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all

metrics and categories of description set forth in a mutually agreed upon applicable Order Form, and any other information reasonably requested by City.

2.4 Services Audit. City may on 30 days' notice no more than once per year conduct audits and reviews of the relevant books and records on Contractor's premises with respect to the Services.

2.5 Activation and Installation. Unless otherwise stated in the applicable Order Form, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Order Forms, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City, at no additional charge. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates, subject to the usage metrics and limitations in the applicable ordering Order Form. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates. "Business Collaboration" means any strategic alliance, partnership, joint venture, broker-dealer, sales representative, investment advisor, or other marketing or business arrangement between City or its other Affiliates and any such person or organization through which City or such Affiliates derive revenue or profit or conduct business involving financial services.

2.8 City Systems and Data Located Within U.S.; Offshore Performance of Work Prohibited. Contractor will ensure all City systems and data related to this Agreement are located within the United States. In addition, any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this performance of work requirement does not apply to: (1) indirect or "overhead" services; (2) customer and technical support; (3) services that are incidental to the performance of this Agreement; (4) countries that are party to the Budapest Convention on Cybercrime (<https://www.coe.int/en/web/cybercrime/the-budapest-convention>); or (5) countries that have direct cybersecurity and cybercrime treaties or agreements with the United States. To determine Contractor's compliance with this section, Contractor will provide City within 90 days of the Effective Date a list of all countries where work involving City data and systems is performed. In addition, Contractor will provide City with a new list of countries within 90 days of any change to this information.

3. BACKUP IP LICENSE

3.1 Sufficiency of Intellectual Property; Further Assurances. Contractor represents and warrants that the IP License and the Intellectual Property Rights licensed to City hereunder are and will be sufficient for City or its Representatives to access and use the Services for present and future End Users, without infringement of Intellectual Property Rights owned or held by others. Promptly upon request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the IP License. To the extent that Contractor or its Affiliates' Intellectual Property Rights include any U.S. patents or copyrights that are owned by third-party licensors, Contractor will at City's request, provide City with written confirmation from such third-party owner that such owner will give effect to the terms of Section 3.1 without any further condition, payment or other obligation. The IP License and the terms of Section 3.1 shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.

4. NON-DISCLOSURE

4.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure")) to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, City may disclose Contractor Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

4.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of

this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

4.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards designed to protect against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

5. SECURITY

5.1 Security. Contractor represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

5.2 Security Standards. Contractor will use commercially reasonable efforts designed to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS)

that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. City reserves the right to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment no more than once annually. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(g) Audit Logging. Contractor will provide to the City system, audit, and other logs required by the City from the Contractor's environment and service offering upon request.

(h) StateRAMP Authorization. Contractors who will be storing, processing, and/or transmitting City data in external, non-City environments (Cloud), are required to attain verified StateRAMP (www.stateramp.org) Ready status for the cloud products the City will be utilizing in order to be considered for contract award. WalkMe currently is scheduled to be StateRamp ready by the second half of 2022. Contractors will be required to attain verified StateRAMP Authorized or City approved StateRAMP Provisional status, at the security category level required by the City, before receiving production City data. Contractor will be required to maintain StateRAMP authorization at the required category level throughout the contract term

and partnership with the City. The City will provide StateRAMP sponsorship to Contractor for the purpose of this contract engagement.

5.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law applicable to Contractor's services, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. In the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may terminate this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

5.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

5.5 Audit. In the event the Contractor does not meet StateRamp Certification in accordance with 5.2(h), then Section 5.5 Audit would go into effect. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, a review of Contractor's architecture and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request no more than once per year. After conducting an audit, City shall be entitled to notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes designed to achieve compliance with such obligations. If Contractor is unable to remedy the defects or deficiencies causing its noncompliance with any obligation, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than once per year unless City determines in its reasonable discretion that additional audits are necessary. In the event that City conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 48 hours of, detection or confirmation of a breach or unauthorized access to City information that is hosted,

stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to designed with the goal that the service for the City is adequately maintained in the event of any negative impact on the Contractor's service. Contractor will regularly backup City data and retain such City backup data copies according to City data retention requirements or otherwise provide backup data to the City.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, any of the following State and Federal laws and regulations that are applicable to the provision of services by Contractor:

Federal Information Security Modernization Act of 2014 (FISMA):

<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>

- OMB Circular A-130:

<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-n-o-a-130-managing-information-as-a-strategic-resource>

- National Cyber Strategy of the United States of America:

<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>

- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):

<https://www.hhs.gov/hipaa/index.html>

- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):

<https://www.irs.gov/pub/irs-pdf/p1075.pdf>

- Criminal Justice Information Services Security Policy (CJIS)

<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

- Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E)

<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>

- A.R.S. 18-551 - Definitions Information Security Including PII:

<https://www.azleg.gov/ars/18/00551.htm>

- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>

- State of Arizona statewide policies, standards and procedures:

<https://aset.az.gov/resources/policies-standards-and-procedures>

- SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>

- State Environmental policies: <https://azdeq.gov/LawsAndRules>

- Family Education Rights Privacy Act (FERPA):

<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>

- Driver's Privacy Protection Act (DPPA):

<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>

- State of Arizona Library, Archives and Public Records, Records Management Division, General

RETENTION Schedules <https://azlibrary.gov/arm/policies>

- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:
<https://www.pcisecuritystandards.org/>

6. FEES AND OTHER PAYMENTS

6.1 Fees. Notwithstanding anything to the contrary in any Order Form, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Order Form covering such Services, and (ii) City receives an invoice for the relevant Fees.

6.2 Price Protection. Fees for recurring Services, if any, may be increased only on an annual basis upon at least sixty (60) days written notice before any annual renewal of such Services. The percentage of any such increase will not exceed three percent (3%) per such increase per annum.

6.3 Taxes. Contractor shall be responsible for the payment of all sales, use or similar taxes applicable to the purchase by Contractor of any materials and components used in the manufacture or assembly of any Products. City, the Resellers or End Users, as applicable, shall be responsible for the payment of all sales or use taxes imposed by any jurisdiction in the United States applicable to the services under this Agreement, or to the extent applicable will provide appropriate sales tax exemption certificates.

6.4 Invoices. Contractor will provide City with an itemized invoice for all Fees that become due hereunder. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

7.1 Compliance with Laws. Contractor shall and shall use its best efforts to cause its suppliers to, comply with all applicable United States and foreign, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

7.2 No Infringement. Contractor represents and warrants that the Services, Facilities and Software to be performed, operated or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the Resellers, or End Users.

7.3 Encryption. Contractor will identify in the applicable Order Form any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Services and Software, any modifications, enhancements or updates thereto, and any technical data derived therefrom.

7.4 Services. Contractor represents, warrants and covenants that: (a) it shall perform the Services in conformance with the levels of service, quality control, and other performance standards described in this Agreement in all material respects; (b) all Services provided in connection with this Agreement are and will

be performed to the best of Contractor's ability and in a professional and workmanlike manner in accordance with applicable industry standards and practices; and (c) Contractor personnel performing any Services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Contractor will promptly replace any person who is performing Services under this Agreement upon City's reasonable request.

7.5 Intentionally Omitted.

7.6 Services Not to be Withheld. Contractor represents, warrants, and agrees that during the term of this Agreement, except as provided in the termination Section, it will not withhold Services under this Agreement (including, without limitation, implementation, termination transition assistance services), including, but not limited to, a dispute between the parties arising under this Agreement, another agreement between the parties, or any unrelated dispute between the parties.

7.7 Viruses. Contractor represents, warrants, and covenants that it will maintain commercially reasonable measures designed to protect the Software against any computer code designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software or any System (referred to as "viruses" or "worms").

7.8 Intentionally Omitted.

7.9 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs in all material respects; (b) is and will be, free of material errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

7.10 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.11 Limitation of Liability. A PARTY WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S LIABILITY IS LIMITED TO THE FEES PAID OR PAYABLE TO CONTRACTOR IN THE THIRTY-SIX (36) MONTHS PRECEDING THE EVENT THAT GIVES RISE TO THE LIABILITY IF THE LIABILITY ARISES OUT OF OR RELATES TO: (I) SECTIONS 3 ("IP LICENSE"), 4 ("NON-DISCLOSURE"), AND 8 ("INTELLECTUAL PROPERTY INDEMNIFICATION") OF THIS AGREEMENT; (II) AN "ABANDONMENT" BY CONTRACTOR; (III) A PARTY'S BREACH OF THIS AGREEMENT; OR (IV) ANY CLAIMS FOR NEGLIGENCE THAT RESULT IN PERSONAL INJURY OR PROPERTY DAMAGE. PROVIDED; HOWEVER, A PARTY'S LIABILITY THAT ARISES OUT OF OR RELATES TO: (I) WILLFUL MISCONDUCT; (II) GROSS NEGLIGENCE; OR (III) A FINE OR CHARGE SET BY A REGULATORY AUTHORITY ACCORDING TO LAW FOR, OR DUE SOLELY TO, BREACH BY A PARTY OF DATA PROTECTION AND SECURITY OBLIGATIONS MUST BE BORNE BY SUCH PARTY REGARDLESS OF THIS LIMIT ON LIABILITY.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Indemnification by Contractor. Contractor, at its expense, will indemnify, defend and hold harmless City, the End Users and any of its or their officers, directors, employees, agents, consultants, other representatives, and any third parties permitted to use the Facilities, Software, or Services (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Contractor or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any third party claim that any of the Services or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. City will promptly notify Contractor of any such claim or action and will reasonably cooperate with Contractor in the defense of such claim or action, at Contractor's expense.

8.2 City's Right to Participate. Contractor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that City may in its sole discretion participate in the defense of any such claim or action at City's expense. Without limiting the foregoing, Contractor may not, without City's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Contractor fails to appoint an attorney within thirty (30) calendar days after City has notified Contractor of any such claim or action, or after Contractor becomes aware of such claim or action, whichever is earlier, City will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Contractor.

8.3 Election of Remedy. If the Services or any portion thereof becomes, or in Contractor's or City's reasonable opinion is likely to become, the subject of any such claim or action, then City may terminate the relevant Order Form with respect to the affected Services and cease to receive the benefit, directly or indirectly, of the affected Software or require Contractor to either: (i) procure for City the right to continue using the Services and Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services and Software, or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Services and Software, or such portion thereof, as reasonably determined by City); or (iii) replace same with an equally suitable, functionally equivalent, compatible, non-infringing services and software, as reasonably determined by City. If none of the foregoing is possible on commercially reasonable terms, Contractor or City will have the right to terminate the relevant Order Form with respect to such Services and Software and Contractor will refund to City all amounts paid by City for such Services and Software for post termination periods on a pro rata basis. Any termination of any Order Form(s) by City under this Section will be without prejudice to any other rights and remedies which City may have under this Agreement or at law or in equity.

9. SERVICE LEVELS; SUPPORT SERVICES

9.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

9.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

10. TERM

10.1 Agreement Term. This Agreement is effective as of June 30, 2022 and will continue for a period of one year or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The pricing for the renewal terms shall be as specified in Exhibit B.

10.2 Order Form Term. Each Order Form will commence on the date first set forth in such Order Form and will continue until the terms of such Order Form or this Agreement expire or are terminated in accordance with Section 11.

11. TERMINATION

11.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any Order Form, and such breach is incapable of cure, or such breach is capable of cure, but Contractor does not cure such breach within twenty (20) days after written notice of material breach, City may terminate the relevant Order Form upon written notice to Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant Order Form, City may terminate: (a) this Agreement (in which event all of the other Order Forms will terminate concurrently therewith); or (b) all affected Order Forms. Termination of an Order Form or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and City fails to pay undisputed amounts under a particular invoice within 60 days after such amounts are due, and Contractor has notified City of its intent to terminate this Agreement and City has not cured such breach within thirty (30) days of receipt of such notice.

11.2 Termination for Convenience by Client; No "Abandonment".

(a) At each annual subscription Term, City may terminate this Agreement or any Order Form hereunder, in whole or in part, for convenience upon sixty (60) days' prior written notice to Contractor. For avoidance of doubt, Contractor will not refund any prepaid fees regardless of whether such prepaid fees have been used.

(b) This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement unless such termination occurs in conjunction with an Interruption.

(c) Notwithstanding any other provision in this Agreement to the contrary, Contractor agrees that it will not “abandon” its obligations under this Agreement, unless and until this Agreement is terminated and the requirements of Section 3 and 11.4 hereof have been carried out in full. For purposes hereof, “abandon” means the intentional refusal by Contractor to provide or perform any of the Services required of Contractor under this Agreement, regardless of the reason (however Contractor will not be deemed to have abandoned the Agreement if City has failed to pay for the Services. If Contractor breaches or threatens to breach this Section, Contractor agrees that City will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, City shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided City follows the appropriate procedural requirements (e.g., notice), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of Contractor's obligations under this Agreement without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by City except to require that City shall establish that Contractor has committed abandonment.

11.3 Intentionally Omitted.

11.4 Services Wind Down Period. Any expiration or termination of this Agreement or any of the Order Forms, Client shall be entitled to continued provision of the Services by the Provider and access to the Facilities for a period of time mutually agreed upon by the Parties, not to exceed ninety (90) days, required for Client to wind down its current use of the Services or to make a transition to alternate services providers or facilities.

12. INSURANCE

(a) Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect, subject to City's reasonable approval, the insurance coverage in the minimum amounts and on the terms set forth in Exhibit F hereto or such other amounts as may be set forth in an Order Form. All insurance required hereunder to be carried by Contractor (as well as any approved subcontractors or agents) will be with sound and reputable insurers and on forms as both are reasonably satisfactory to City.

(b) Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request including those evidencing that City has been added as an additional insured. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery of any Software Program(s) hereunder, and annually thereafter, and at expiration of each insurance policy.

(c) Waiver of Rights of Recovery. Regarding Contractor's CGL policy Contractor waives all rights of recovery against City and its subcontractors or agents that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Contractor. Contractor will require its approved subcontractors and agents to waive the rights of recovery regarding their CGL policy, (as the aforesaid waiver by Contractor) against City, Contractor and their other subcontractors or agents and deliver evidence of such waiver to City before such subcontractors or agents perform any Services.

(d) No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce

or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

13. DISASTER RECOVERY

An outline and executive summary of Contractor's business continuity and disaster recovery plan is attached as Exhibit E hereto (such outline and summary plus all of Contractor's supporting detailed documentation and plans as contemplated by the provisions of this Section, the "Disaster Recovery Plan"). The Disaster Recovery Plan for all Services shall: (a) be designed to continue all Contractor business operations that are critical to the overall operation and functionality of the Services notwithstanding the occurrence of a Crisis; (b) specify procedures and frequency of testing; and (c) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide each of the Services in the event of a Crisis. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up of business operations designed to keep the Services from becoming unavailable as Unscheduled Downtime as defined in the Service Level Agreement due to a Crisis and to permit the related business operations of City to be re-instituted in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Notwithstanding the foregoing, if a Crisis prevents Contractor from providing the Services to City, Contractor shall allocate its efforts and resources to restoring City's Services no less favorably to City than it allocates to any of its other Clients affected by the Crisis.

14. GENERAL

14.1 Force Majeure.

(a) For purposes of this Agreement "*Force Majeure*" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended; provided, however, that under no circumstances will a Party's obligations to pay any amounts due under this Agreement be suspended nor Contractor's disaster recovery obligations under sections 5.7 and 13. Any

Party affected by an event of Force Majeure will promptly inform the other Party and will use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

14.2 License of Intellectual Property: 365(n). The Software is “intellectual property” as defined in 11 U.S.C.A. 101(35A) which has been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C.A. 365(n), as the same may be amended or supplemented from time to time, if Contractor files for bankruptcy.

14.3 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

14.4 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless it is requested by the City Manager or City Manager's designee of City in writing under this Section.

14.5 Assignment. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates or Resellers (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

14.6 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
 Title: Purchasing Manager
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Paul Shinn
 Title: General Counsel
 Address: 71 Stevenson St., FL20
 San Francisco, CA 94105
 Phone: 855-492-5563
 Email: legal@walkme.com

14.7 Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement each party's confidentiality obligations set forth in this Agreement) other than any payment obligations

hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

14.8 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word "or" will be construed such that the series may include any of the items, all of the items, or any combination of the items.

14.9 Entire Agreement. This Agreement and all exhibits and Order Forms attached constitute the complete agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties.

14.10 Time of the Essence. Not applicable.

14.11 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Order Form will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

14.12 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, "Benefit Plans"). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

14.13 Non-exclusivity. Contractor acknowledges that City may from time to time enter into other transactions with companies that may be competitors, suppliers or customers of Contractor. No such activities will be affected by City's agreement to enter into this Agreement.

14.14 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising, publicity or otherwise, the

name of City or its End Users or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users.

14.15 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14.16 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including Sections 2.3 ("Grant of License"), 3 ("IP License"), 4 ("Non-Disclosure"), 7 ("Representations, Warranties, Covenants and Limitation of Liability"), 8 ("Intellectual Property Indemnification"), 11 ("Termination"), 14 ("General") and corresponding Exhibits and Order Forms.

14.17 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

14.18 Counterparts; Method of Amendment. This Agreement, each Order Form and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a Order Form: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

14.19 Intentionally Omitted.

14.20 City's Right of Cancellation. The parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

14.21 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not to engage in a boycott of Israel as defined by state statute.

14.22 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach

of the parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

14.23 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.24 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.25 Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

14.26 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, Contractor must provide written notice to City, as set forth in this Agreement, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of the parties' agreement.

14.27 Jurisdiction and Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue

of such court.

14.28 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

14.29 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

14.30 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A – Scope of Services
- Exhibit B – Order Form
- Exhibit C – Service Level Requirements
- Exhibit D – Support Services Requirements
- Exhibit E – Disaster Recovery Plan
- Exhibit F – Insurance Requirements

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit F – Insurance Requirements; (3) Exhibit A – Scope of Services; (4) Exhibit B – Order Form; (5) Exhibit C – Service Level Requirements; (6) Exhibit D – Support Services Requirements; and (7) Exhibit E – Disaster Recovery Plan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Katie Hele

Its: Mayor

Its: VP, Global Sales Finance

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Software Services

Module	Description
Web and Mobile (System)	
WalkMe Player	The WalkMe player renders WalkMe content – like guidance, engagement, or automation – to end users via an extension or snippet. The player also collects end user and application data displayed in WalkMe Insights.
WalkMe Editor	The WalkMe Editor is a management console used to design, build, and configure unlimited WalkMe content including:
Applications	Smart WalkThrus, SmartTips, ActionBots, Launchers, Resources, Search, Onboarding, Shuttles, Surveys, and ShoutOuts.
Integration Modules	Integrate WalkMe applications with customer and/or third-party applications such as Search, Help Desk, Chat, and Salesforce.com Enhanced Search.
User Experience Control	Customize the look and feel of WalkMe content, allowing WalkMe to stand out or blend seamlessly into an application.
WalkMe Share	WalkMe Share allows content creators to collaborate on WalkMe content in real-time and provide a consistent experience between in-app guidance and support sites. It allows stakeholders to provide feedback on WalkMe content, as well as export live content to support sites for a consistent experience.
WalkMe Shield	WalkMe Shield is an automated testing solution that ensures the WalkMe end user experience is always up to date. It prevents external forces, such as website changes, browser updates, and platform version releases, from breaking WalkMe content.
TeachMe	TeachMe is an in-app learning console that provides a cohesive self-learning environment for employees and customers, accelerating time to competence. It allows leaders to deliver written and video content, as well as interactive guidance, within a single interface, and apply quizzes to test knowledge retention. TeachMe Insights allows leaders to then track consumption and engagement of TeachMe resources.
WalkMe Mobile SDK	The WalkMe Mobile SDK manages WalkMe mobile campaigns in real time. It is equipped with technology that collects hundreds of parameters and analyzes the data to improve performance results.
WalkMe In-App Editor	The WalkMe In-App Editor is a management console used to design, build, and configure unlimited WalkMe content.
Applications	Using the drag and drop editor, content creators can build and launch in-app messages and Walk-Thrus on mobile devices. Campaigns created with the WalkMe In-App Editor will be translated into native code for iOS and Android.
Segmentation	Leaders can determine which users and groups will be exposed to WalkMe content.
WalkMe Insights	WalkMe Insights provides powerful analytics to understand and optimize digital experiences, allowing business leaders to make data-driven decisions that meet business KPIs. Specifically, WalkMe Insights monitors feature adoption, funnel/process completion, adoption of underlying websites or applications and other parameters.

WalkMe Digital Adoption Center	The WalkMe Digital Adoption Center provides analytics across business applications, allowing business leaders to monitor software engagement and utilization, and understand where WalkMe can assist with adoption.
WalkMe Business Productivity Dashboard	The Business Productivity Dashboard provides visibility into organization-wide productivity across teams, and monitory software usage and engagement.
WalkMe Session Playbacks	Session Playbacks connects insights with real-life user behavior through pixel-perfect renderings of user experiences. WalkMe Session Playbacks can uncover why users get stuck, remove quantitative blinders with real-world visuals, reproduce bugs, and more.
WalkMe Session Stream	Session Stream provides real-time visibility into user journeys, displaying all WalkMe events and user interactions in the exact sequence they occurred. Available for both live and completed sessions, it displays WalkMe, DXA, and Custom API Events, and Engaged Elements.
WalkMe Mobile Insights	WalkMe Mobile Insights provides customers with advanced mobile analytics to understand user behavior on supported applications. Equipped with these insights, mobile leaders can generate the right content and measure the impact of WalkMe.
API	WalkMe can be accessed via an API call (i.e., to open the WalkMe menu or start a Smart Walk-Thru) and provides direct access to information about the current state of WalkMe on a website.
Integration Center	The Integration Center allows leaders to send data to and from WalkMe in order to segment WalkMe content and create a more personalized end user experience.
Deep UI	DeepUI enables complex adoption by reinventing WalkMe's core algorithm, simplifying the building experience for common environments, auto detecting elements, and deploying content faster.
SSO	SSO allows leaders to segment WalkMe content, personalize the user experience, and enrich Insights data using Identity Provider (IDP) user data from tools like Okta or G-Suite.
ActionBot	WalkMe Avtion Bot is the in-app chatbot that understands human needs and automates processes for them using Natural Language Processing (NLP). It lets users master software, resolve support questions, and expedite complex processes.
Workstation	
WalkMe Workstation	WalkMe Workstation is a central hub for communication, support, and employee engagement, allowing business leaders to provide employee updates and information, new hire onboarding, self-service, support, centralized resources, and visibility into software usage and productivity. It is available on web or desktop.

Subscription Services End Users

Access to the subscription services will be provided for up to 10,000 end users.

EXHIBIT B ORDER FORM



Digital Adoption Platform

Offer Valid Through: June 30, 2022

Reference Number: WM-21500

Account Executive: Zilika Omar

Order Details

Company Name: City of Chandler
 Order Form Start Date: July 01, 2022
 Order Form End Date: June 30, 2027
 Order Form Currency: USD
 PO # Required: Yes

Billing Cycle: Please refer to the Terms and Conditions
 Payment Terms: Net 30
 Invoice sent by: Email
 Payment Method: Bank Transfer
 If yes, PO #:

If yes, please e-mail the PO to order-mgmt@walkme.com.

Customer

Information

Company Contact: Kerstin Nold
 Email: kerstin.nold@chandleraz.gov
 Phone: (480) 782-2490
 Shipping Address: 200 W Jackson Blvd, Chicago, IL, 60606, United States

Billing Contact: Kerstin Nold
 Billing Email: kerstin.nold@chandleraz.gov
 Billing Phone: (480) 782-2490
 Billing Address: 200 W Jackson Blvd, Chicago, IL, 60606, United States

WalkMe billing, invoice, and accounts receivables contact: invoices@walkme.com.

Subscription Services	Application	End Users	Start Date	End Date	Term (In Months)	Total Price
WalkMe for Employees	Full ELA - Oracle HCM - Standard Support	10,000	July 01, 2022	June 30, 2023	12	\$150,000.00
WalkMe for Employees	Full ELA - Oracle HCM - Standard Support	10,000	July 01, 2023	June 30, 2024	12	\$150,000.00
WalkMe for Employees	Full ELA - Oracle HCM - Standard Support	10,000	July 01, 2024	June 30, 2025	12	\$150,000.00
WalkMe for Employees	Full ELA - Oracle HCM - Standard Support	10,000	July 01, 2025	June 30, 2026	12	\$160,500.00
WalkMe for Employees	Full ELA - Oracle HCM - Standard Support	10,000	July 01, 2026	June 30, 2027	12	\$171,735.00
Subscription Services Subtotal						\$782,235.00

Total Contract Value: \$782,235.00

**Terms and Conditions:**

- The description of the Subscription Services is set forth in Annex 1 attached hereto.
- When fully executed below, this Renewal Form shall be governed by the Agreement executed by the parties and/or its Affiliates effective as of _____ (the "Agreement"). Capitalized terms not defined on this Renewal Form have the meanings assigned in the Agreement. This Renewal Form shall govern to the extent of any conflict with the Agreement. Any additional or conflicting terms contained in purchase orders issued by Customer with respect to the subject matter hereof are hereby expressly rejected and shall have no force or effect on the terms of the Agreement or this Renewal Form.
- The above prices do not include (i) any sales, use or VAT taxes; or (ii) any third party hardware or software, to the extent applicable.
- Customer represents and warrants that the Billing Contact correctly states the exact entity from which WalkMe will receive a purchase order if a purchase order is required. In the event WalkMe receives a purchase order for the Services in this Order Form from an affiliate or an entity other than the one indicated in the Billing Contact section, then: (1) Customer agrees that WalkMe can invoice the entity indicated in such purchase order, and notwithstanding the foregoing, (2) Customer will remain responsible and liable for all its obligations under the Agreement and the Order Form (including the payment obligations in the event of any failure by the foregoing entity to remit payment). Any additional terms contained in such purchase order shall be of no force and effect.
- The Subscription Services ordered under this Renewal Form and their respective payment obligations are non-cancelable, and Fees paid are non-refundable.
- The execution of this Renewal Form by Customer constitutes a commitment to pay the Fees due including all other obligations of Customer and shall not be contingent upon a purchase order being issued by Customer.
- During the Subscription Term, Customer may purchase WalkMe Professional Services in accordance with the table below:

Services	Start Date	End Date	Price
Dedicated Support Annual Subscription for 10 hours per week	Pro-rated to ELA term	Co-terminated to ELA term	\$120,000 per year
Dedicated Support Annual Subscription for 20 hours per week			\$240,000 per year
Dedicated Support Annual Subscription for 40 hours per week			\$480,000 per year
Hourly consulting support services as needed	N/A	N/A	\$250 per hour

- The Billing Cycle for this Renewal Form will be as follows:

Subscription Services	Application	End Users	Start Date	End Date	Total Price
WalkMe for Employees	Full ELA	10,000	July 01, 2022	June 30, 2023	\$150,000.00
WalkMe for Employees	Full ELA	10,000	July 01, 2023	June 30, 2024	\$150,000.00
WalkMe for Employees	Full ELA	10,000	July 01, 2024	June 30, 2025	\$150,000.00
WalkMe for Employees	Full ELA	10,000	July 01, 2025	June 30, 2026	\$160,500.00
WalkMe for Employees	Full ELA	10,000	July 01, 2026	June 30, 2027	\$171,735.00
Subscription Services Total					\$782,235.00

Once signed, please return this Order Form to nick.levine@walkme.com.

IN WITNESS WHEREOF, the parties have executed this Order Form by their duly authorized officers or representatives.

WalkMe, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Katie Helie

Katie Helie

VP, Global Sales Finance

June 14, 2022

City of Chandler

Signature: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Definitions. Capitalized terms set forth in this Service Level Agreement and not defined below shall have the meanings assigned to them in the WalkMe Master Subscription Agreement.
 - a. "Business Day" means from 09:00-17:00 in US AZ time
 - b. "Coverage Period" means the period of time during which the System Availability will be measured. Unless otherwise stated, Coverage Period will be equal to a calendar month, expressed in total number of minutes in such month.
 - c. "Downtime" means the period of time during which the WalkMe Editor or WalkMe Mobile Console is not available to Customers and/or the WalkMe Player or WalkMe SDK API is not available to End Users.
 - d. "Excused Downtime" means any Downtime caused by (i) planned Downtime (of which WalkMe shall give Customer advance notice); (ii) WalkMe's suspension and termination of Customer's right to use the Subscription Services pursuant to the terms of the applicable Master Subscription Agreement and/or Order Form; (iii) Customer's use of the Subscription Services outside the scope permitted or intended by the applicable Master Subscription Agreement and/or Order Form; and (iv) any unavailability caused by circumstances beyond WalkMe's reasonable control, including, without limitation, any acts of governmental authorities, natural or man-made disasters such as flood, fire, earthquakes, or acts of God, acts of war, acts of terror, civil unrest, strikes or other labor problems (other than those involving WalkMe's employees, contractors, or agents) hosting facility failures or delays, or denial of service or similar attacks. Note, Customer will be informed of planned maintenance at least one (1) week in advance by an announcement on the log-in screen of the Customer's account or such otherwise method of notification associated with such Customer's account.
 - e. "Potential System Availability" means the amount of time that a component of the System should be available in a Coverage Period. The Potential System Availability is calculated in minutes and equal to (number of days in the month) x (24 hours) x (60 minutes) – (minutes of Excused Downtime).
 - f. "System" means the WalkMe Player, the WalkMe Editor, the WalkMe Mobile SDK API, and the WalkMe Mobile Console, collectively (each may be referred to as a "component" of the System).
 - g. "System Availability" means the percentage of time that a respective component of the System is available in a Coverage Period. System Availability is calculated in minutes and equals to (Potential System Availability – Downtime)/(Potential System Availability).
 - h. "Target Availability" means the guaranteed availability standards included in the Target Availability Table below.
 - i. "WalkMe Editor" means the module in the Subscription Services that allows for the creation of the WalkThrus™ and other WalkMe-generated content.
 - j. "WalkMe Mobile Console" means the module in the Subscription Services that allows for the creation of the WalkThrus™ and in-app messages or any other WalkMe-generated content for native mobile applications.
 - k. "WalkMe Mobile SDK API" means the module in the Subscription Services that presents all WalkMe-generated and otherwise integrated content visible to the End Customers on native mobile applications.
 - l. "WalkMe Player" means the module in the Subscription Services that presents all WalkMe-generated and otherwise integrated content visible to the End User.

2. Technical Support. WalkMe will provide Customer with technical support services, all as further detailed in Section 4 below, including technical support experts, who will help the Customer troubleshoot any technical questions or issues it encounters with the System ("Support Services"). WalkMe will also provide the Customer with online access to its knowledge base and other technical resources at <https://support.walkme.com>.

Customer may contact the WalkMe Support Services by email (support@walkme.com) and/or reach the Support Services at the telephone numbers (toll free) available at <https://support.walkme.com> or the chat support through the WalkMe Editor.

The Support Services will include a post launch value check and recurring business review by an account manager assigned to Customer.

3. Target Availability Levels

System Target Availability	
WalkMe Player/WalkMe Mobile SDK API Target Availability	99.95%
WalkMe Editor/ WalkMe Mobile Console Target Availability	99.9%

4. Support Response and Resolution Times

Response Time	Target Resolution Time	Priority Level	Description of Defect
Up to 1 hour	4-5 hours	Priority 1	Defect with one or more of the below characteristics occur and there is no workaround: • Data corruption – The System will not load or is causing harm to the Customer's application or website or otherwise materially adversely affects the customer's application. • System hangs – The System hangs indefinitely or there is severe performance degradation, causing unreasonable wait times for resources or responses as if the System is hanging. • A main System function supporting business-critical process has failed and the System functionality is limited such that critical business processes are paralyzed. • The System crashes repeatedly.
Up to 2 hours	24 hours	Priority 2	• The System crashes repeatedly and there is a workaround. • The System is usable, but an essential component of the System is malfunctioning and/or substantially impacts business operations. • A critical defect with an acceptable workaround exists.
Within 24 hours	1-2 Business Days	Priority 3	The defect does not seriously affect business operation, causing some minor interruptions. The System is operative with some limitation on minor functions, or minor batch functions are inoperative.
Within 72 hours	2-5 Business Days	Priority 4	Minor mismatch of the specification or aesthetic aspect of the System, which does not impact the usability or effectiveness of the System.

Within 96 hours	5-7 Business Days	Priority 5	Simple questions and requests, which do not affect the System functionality (e.g. documentation issues, feature requests, general questions, etc.)
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The Target Resolution Time set forth in the table above shall be subject at all times to Customer's availability and provision to WalkMe of all required information to enable WalkMe to troubleshoot the issue and to access the environment in which the issue has been reported. In addition, the Target Resolution Time set forth above shall only be applicable to issues which do not qualify as product bugs or issues requiring WalkMe to fix its code.

5. Service Credits

a. If the System Availability of a component of the System is below the Target Availability Levels set forth above ("Downtime Event"), Customer may submit a credit request to WalkMe within thirty (30) days of such Downtime Event ("Service Credit Request"). In order to initiate a claim for a Service Credit (as defined below), Customer must submit a Service Credit Request in writing and provide sufficient details for WalkMe to validate the Downtime Event, including: (a) Customer's name and contact information; (b) the date and start/end time of the claimed outage(s); and (c) a brief description of the characteristics of the claimed outage(s). The Customer will be notified within ten (10) business days of the written Service Credit Request of the resolution of such Service Credit Request. If the Service Credit Request is rejected by WalkMe, the response notification by WalkMe will specify the basis for such rejection. If the Service Credit Request is approved by WalkMe, WalkMe will issue a Service Credit to Customer's account calculated as a percentage ("Weighting Factor") of the total fees payable by Customer to WalkMe during the Coverage Period in which the Downtime Event occurred. The Service Credit shall apply to the next invoice issued by WalkMe or if no additional invoice will be issued then WalkMe shall provide Customer with an extended subscription term proportional to the applicable Service Credit. These Service Credits are Customer's sole remedy for any Downtime Events.

b. The Service Credits will be calculated using the Weighting Factors set forth in the table below:

Service Metric	Service Level	Weighting Factor
WalkMe Player/WalkMe Mobile SDK API Availability	Less than 90% Availability	25%
	90.0 – 96.9% Availability	15%
	97.0% – 98.5% Availability	10%
	98.6% - 99.95% Availability	5%
	> 99.95% Availability	0%
WalkMe Editor/WalkMe Mobile Console	Less than 90% Availability	25%
	90.0 – 96.9% Availability	15%
	97.0% – 98.5% Availability	10%
	98.6% - 99.95% Availability	5%
	> 99.95% Availability	0%

EXHIBIT D

SUPPORT SERVICES REQUIREMENTS

1. SUPPORT SERVICES

1.1 Software Support. Contractor will perform the following Software Support Services on a per incident basis: (i) assist City in diagnosing reported errors; and (ii) provide technical services to City to attempt to correct diagnosed errors. Software Support Services include support of Content. A support incident may require multiple interactions and off-line research to resolve it. Support Services will also include assistance with report writing, dashboards, and customizations (includes interfaces and new connections). Contractor will be available to assist with trouble-shooting of third-party integrations.

1.2 Database Support. Contractor will maintain all City data at all times regardless of size of database and database size will not impact system responsiveness. Contractor will not purge any data without City's prior written approval.

1.3 Test Environment. A clone of the production environment and production database will be made upon go live. This test environment will emulate the production environment including links and functionality to any test systems needed to test, train or validate upgrades, and/or bug fixes. Contractor will agree to maintain and support this test environment with a quarterly refresh of the database on an agreed upon schedule. Exceptions to this will be during a testing period that is scheduled in advance that City and Contractor agree to.

1.4 Third Party Software Versions. Contractor will support Office 2010 and newer products. Contractor will support major browser (Internet Explorer, Chrome, MS Edge and Safari) current version and up to three versions back. Contractor will support current version and up to 2 versions back of a major integration software package. i.e., Lucity, CIS Infinity, or other as defined in integrations.

2. HOURS OF COVERAGE

2.1 Period of Support. The period of support is a twelve-hour period beginning at 9:00 a.m. local AZ time and ending at 5:00 p.m. local AZ time, Monday through Friday.

2.2 After Hours Support. The after-hours support is from 5:01p.m. to 8:59 a.m. local AZ time, Monday through Friday.

2.3 Emergency Support Service. The period of support when: A) The system is frozen; B) The system has crashed and will not recover; or C) City cannot process work in the system.

2.4 Hourly Support Service. Support Services that are performed at the written request of the City that are outside the scope of, or in addition to, the Support Services detailed herein, will be deemed hourly service, and City will be billed in accordance with Contractor's then current time and materials support policy. Upon City's request, Contractor will provide a written estimate of the cost to perform the work prior to beginning work on any task that is being billed in accordance with Contractor's time and materials support policy.

3. PROCEDURES

3.1 Help Desk. If, during the period of support, Contractor customer support personnel are unavailable to answer City's call or immediately respond to City's submission of email or web form requests, Contractor will respond to City within one hour of City contacting the help desk during normal business hours if deemed to be a Priority 1 incident. Contractor will work with the City to categorize the reported problems by severity and update the customer support problem reporting database as appropriate. Contractor will use commercially reasonable efforts and tools to resolve requests for Support Services reported by City during the period of support in accordance with the severity matrix below, which severity level will be finally determined by both Contractor and City.

3.2 Authorized Contacts. Within 30 days of the execution of the Agreement, each Party will provide to the other a list of its authorized contact people. Each Party must give to the other 30 days' prior notice of any proposed changes to the list of authorized contact people.

4. SOFTWARE RELEASES

4.1 Software must be maintained to comply with standard O/S and partnered integrations.

4.2 Contractor will provide release notes and training for new features. Contractor will provide City access to releases that are issued by Contractor during the term of the Agreement. Major Releases must be available for testing and feedback 21 business days prior to scheduled Production release. Minor and bug fix releases must be placed in Test environment 14 business days or as soon as possible prior to scheduled production release. Updates will not take place during City's business hours, unless required to mitigate a specific issue affecting City's usage of software. Releases will not be moved to production environment if a Priority 1 bug is discovered. All software releases will maintain mobile and ADA compliance for Android and Apple products.

4.3 Support Change Control process. Contractor will provide to the City email address the form/information needed for City to complete a change control notice within City's system. At the time the notice of change in test environment is provided, the following information will be provided to the City: 1) date of change; 2) description of change; 3) Title (< 100 characters); 4) Brief technical description of change; 5) the reason for the change; 6) the impact of the change; 7) Backout Plan; and 8) Communication Plan. It is the City's responsibility to notify its business customers and note changes to City system environments.

4.4 Test environment. At least 30 days prior to any release, the Contractor will provide a COC TEST environment that is maintained up to date with the current releases and data.

5. CONTENT LIBRARY/TRAINING MATERIALS

5.1 During the term of the Agreement, City will have access to Contractor's Content Library and training materials.

6. MONITORING AND REPORTING SERVICES

6.1 Contractor will provide to City email address the following information in monthly report:

- Number of support tickets Open, Closed within the month
- Number of overall Open tickets and Closed tickets Annually
- Average length ticket is open
- Average length to close a ticket
- Number of enhancement requests
- Number of bugs reported and number of fixes implemented
- Number of upgrades
- Number of security patches
- Availability reporting metrics for the month as outlined in this agreement
- System response metrics as outlined at go live and within this agreement
- Annually provide SSAE 18 SOC2 report
- Compliance with ISO/IEC 177889

SUPPORT SERVICES SEVERITY MATRIX

Priority	Description	Target Response Time	Target Update Time	Target Fix Time
P1	Production Software unusable	1 Hour, Customer Service Provider Executive notified of issue	1 Hour	Immediate – work commences and continues until issue resolved or workaround deployed; Provide City with reports every 30 minutes on the status of the resolution; Agree to get on a conference call to troubleshoot with all impacted parties
P2	Partial software functionality unusable / Partial service unavailable	4 Hours	1 Day	2 days, subject to available maintenance slot; provide City with reports every three hours on the status of the resolution, and use commercially reasonable efforts to include the fix for the error in the next release
P3	Cosmetic Issue	1 Working Day	1 Working Day	Next software release or service update
P4	• Information request • Assistance with creating new	2 Working Days	2 Working Days	N/A

	reporting templates • Table Data Dump Requests • Refresh test from production (on demand – to troubleshoot production issue)			
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EXHIBIT E
DISASTER RECOVERY PLAN

WalkMe will provide its disaster recovery plan upon request from the City.

EXHIBIT F INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	\$4,000,000
Each Occurrence	\$2,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber) (the Cyber coverage can be as a standalone policy or with combined limits with Contractor's E&O insurance). In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts under \$500,000 minimum limits:

Per Loss	\$3,000,000
Aggregate	\$3,000,000

For Service Contracts over \$500,001 minimum limits:

Per Loss	\$5,000,000
Aggregate	\$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

- 3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- 3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
- 3.3 Contractor's Liability for the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

B. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Contractor's insurance coverage (except the Tech E&O and Network Security & Privacy Liability Insurance (Cyber) insurance) must be primary insurance and non-contributory with respect to the obligations that Contractor has undertaken under this Agreement. The Commercial General Liability policy must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents volunteers, and employees, for losses arising from work performed by the Contractor under this Agreement.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
 Attention: Purchasing Division
 P.O. Box 4008, Mail Stop 901
 Chandler, Arizona 85244-4008

Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

- D. Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Upon request, Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make a certificate of insurance required by this Agreement available for City's review through a representative and at Contractor's most proximate business location
- F.** During the Term of this Agreement, Contractor shall not materially diminish the insurance requirements as set forth this Agreement, without the written consent from the Office of the City Attorney.