



City Clerk Document No. _____

City Council Meeting Date: September 22, 2022

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
DIGITAL ADOPTION PLATFORM
CITY OF CHANDLER AGREEMENT NO. 4506**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and WalkMe, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2022 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for a subscription for a digital adoption platform (Agreement); and

WHEREAS, the term of the Agreement is June 30, 2022, through June 29, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the current term of the Agreement.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Exhibit B Order Form is amended, to increase the annual spending limit by \$120,000, for a revised not to exceed amount of \$270,000, for the term ending June 29, 2023, per pricing set forth in Exhibit B of the original agreement to include the additional services described in the Order Form attached hereto.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Katie Helie _____

Its: VP, Global Sales Finance _____

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk



Offer Valid Through: September 30, 2022

Reference Number: WM-20435

Account Executive: Nick Levine

Order Details

Company Name: City of Chandler
 Order Form Start Date: September 30, 2022
 Order Form End Date: September 29, 2023
 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

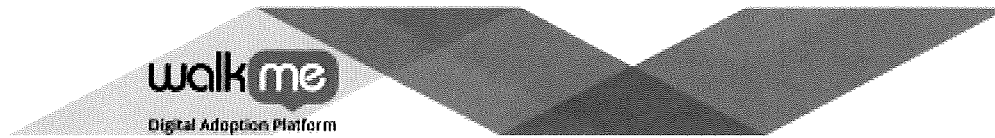
Company Contact: Kristen Poe
 Email: kristen.poe@chandleraz.gov
 Phone: 480-782-2604
 Shipping Address: 175 S Arizona Ave, Chandler, AZ, 85225-7526, United States

Billing Contact: Kristen Poe
 Billing Email: kristen.poe@chandleraz.gov
 Billing Phone: 480-782-2604
 Billing Address: 175 S Arizona Ave, Chandler, AZ, 85225-7526, United States

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

Additional Services	Quantity	Total Price
Recurring Managed Services - 25% Dedicated Resource Month	1	\$120,000.00
Additional Services Subtotal		\$120,000.00

Total Contract Value: \$120,000.00

**Terms and Conditions:**

- The description of the Subscription Services is set forth in Annex 1 attached hereto.
- When fully executed below, this Order Form shall be governed by the Agreement executed by the parties and/or its Affiliates effective as of June 24, 2022 (the "Agreement"). Capitalized terms not defined on this Order Form have the meanings assigned in the Agreement. This Order 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 Order Form.
- The termination for convenience agreed in the Agreement signed on June 24, 2022 shall not apply to this Order 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 Professional Services ordered under this Order Form and their respective payment obligations are non-cancelable, and Fees paid are non-refundable.
- The execution of this Order 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.
- The Customer hereby acknowledges and agrees that the Professional Services must be utilized within the first 12 months of the Order Form Start Date or during the Order Form Term, whichever is less.
- The Billing Cycle for this Order Form will be as follows:

Product Name	Application Description	Billing Cycle
Recurring Managed Services - 25% Dedicated Resource Month	Recurring Professional Services - 25%	One-time Payment

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: X

Name:

Title:

Date:

City of Chandler

Signature: X

Name:

Title:

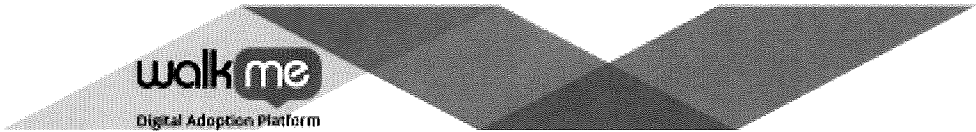
Date:

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Annex 1

Components and Services

This Annex 1 sets forth a general description of WalkMe products and/or features. For clarity's sake, Customer shall only be entitled to such products ordered in the applicable Order Form.

Modules	Features & Description
Professional Services	
Recurring Managed Services - 25%	WalkMe to provide a 25% dedicated resource for the following Digital Adoption Platform services: • "Plan, Build and Analyze" WalkMe content development cycle support. • Customized training delivery • WalkMe Insights & analytics consultation • Quality Assurance • Office Hours Service Availability • Resource is available between the hours of 8:00 A.M. to 6:00 P.M. Monday – Friday resource's local time • Up to 45 hours per resource per month • Up to 120 hours per resource per 3 month quarter • Customer and resources will determine a mutually agreeable work schedule • Months of service must be contiguous Travel & Out of Pocket Expenses The Statement of Work fees set forth in the table above do not include out-of-pocket expenses ("OPE"). OPE refers to any travel and expense incurred by WalkMe. The OPE, once invoiced by WalkMe to Customer, shall be based on actual expenses incurred in order to perform such on-premises Professional Services.