



City Clerk Document No. _____

City Council Meeting Date: September 21, 2023

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

THIS AMENDMENT NO. 3 (Amendment No. 3) 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 _____, 2023 (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 added funds to the June 30, 2022, through June 29, 2023 term of the Agreement through Amendment No 1; and

WHEREAS, the Parties extended the term of the Agreement for the period of is June 30, 2023, through June 29, 2024, through Amendment No. 2; 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.
3. Exhibit B Order Form is amended, to increase the annual spending limit by \$140,000, for a revised not to exceed amount of \$290,000, for the term ending June 29, 2024, per pricing set

forth in Exhibit B of the original agreement to include the additional services described in the Order Form attached hereto.

4. 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. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tom Wong

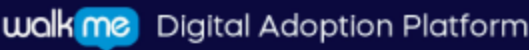
Its: Sales Finance

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk



Offer Expiration Date: September 30, 2023
Reference Number: 00063664 Version: WM-39743
Account Executive: Gina Kelly

Order Details

Company Name:	City of Chandler	Order Form Start Date:	September 30, 2023
Order Form Currency:	USD	Order Form End Date:	September 29, 2024

Customer Information

Company Contact:	Kristen Poe	Billing Contact:	Kerstin Nold
Email:	kristen.poe@chandleraz.gov	Billing Email:	kerstin.nold@chandleraz.gov
Phone:	480-782-2604	Billing Phone:	(480) 782-2490
Shipping Address:	175 S Arizona Ave, Chandler, AZ, 85225-7526, United States	Billing Address:	175 S Arizona Ave, Chandler, AZ, 85225-7526, United States

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

Recurring Professional Services	Quantity	Start Date	End Date	Term (In Months)	Total Recurring Price
Recurring Managed Services - 25% Dedicated Resource Month	1	September 30, 2023	September 29, 2024	12	\$120,000
				Subtotal	\$120,000
					Total Contract Fees: \$120,000

 Digital Adoption Platform
Payment Terms

Term: Net 30

Payment Method: Bank Transfer

Invoice sent by: Email

Invoice Schedule:

Item	Application Description	Billing Cycle	First Invoice Date	Total Invoice Amount
Recurring Managed Services - 25% Dedicated Resource Month	Recurring Managed Services - 25% Dedicated Resource Month	One-time Payment	September 30, 2023	\$120,000
Total Fees				\$120,000

Terms and Conditions:

- All Fees are payable upon the date Customer signs this Renewal Form, and shall be paid in accordance with the invoice schedule. All Fees are non-cancellable and non-refundable.
- The Fees in this Order Form do not include (i) any sales, use or VAT taxes; or (ii) any third-party hardware or software, to the extent applicable.
- If Customer elects to issue a purchase order and does so within 15 business days prior to the date of the applicable invoice, WalkMe will reference the purchase order number on its invoices (solely for administrative convenience). Please submit all purchase orders for the applicable amounts to order-mgmt@walkme.com. Customer warrants that the Billing Contact section states the correct entity from which WalkMe will receive such purchase order. If WalkMe receives a purchase order from 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 of its obligations under the this Order Form and Agreement (including the payment obligations in the event of any failure by the foregoing entity to remit payment).
- WalkMe reserves the right to reject or accept any Order Form executed by Customer after the Offer Expiration Date.
- When fully executed below, this Renewal 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 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.
- Descriptions for the Subscription Services ordered herein are located at <https://www.walkme.com/walkme-product-descriptions>
- The termination for convenience agreed in the Agreement signed on June 24, 2022 shall not apply to this Order Form.

By signing below, Customer acknowledges that it has reviewed and agrees to the terms and conditions of the Agreement and this Order Form, and the purchase of the Services contained herein as of the date indicated below ("Effective Date") IN WITNESS WHEREOF, the parties have executed this Order Form by their duly authorized officers or representatives:

WalkMe, Inc.



City of Chandler

Signature:

Signature:

Name: Tom Wong

Name:

Title: Sales Finance

Title:

Date: September 1, 2023

Date:

APPROVED AS TO FORM:

 City Attorney
ATTEST:

 City Clerk

Professional Services Content	
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.