LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

June 21, 2021

> BOARD OF FIRE COMMISSIONERS
> FILE NO. 21-062

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH WALKME INC. FOR DIGITAL ADOPTION
SOFTWARE

| FINAL ACTION: | _____ Approved | _____ Approved w/Corrections | _____ Withdrawn |
| | _____ Denied | _____ Received & Filed | _____ Other |

SUMMARY

The Los Angeles Fire Department (LAFD) plans to implement two major enterprise software systems over the course of the next twelve (12) months, and each will require the training of more than 3,200 sworn and civilian LAFD members. Currently, the LAFD's only means of providing software training is through live in-person training, which is inefficient, time consuming and expensive. Training all 3,200 members while on and off duty at various work locations requires detailed planning and logistics, as well as the use of several hundred hours of overtime, costing the Department hundreds of thousand dollars for each new system.

In addition to the normal training challenges, the COVID-19 pandemic of 2020 continues to disrupt the LAFD's ability to conduct in-person training in that smaller class sizes and increased social distancing are now required. As a result, additional in-person classes are needed, costing more in overtime to complete those classes.

The purpose of this contract is to take a unique approach to training by using a software solution that enables organizations like the LAFD to fully automate most of the training through the use of a new and innovative interactive, in-application instruction made available 'virtually' and delivered to students at any time and who are working from anywhere. This automated delivery system will greatly reduce the cost and complexity of delivering software training, increase member safety by not requiring an in-person classroom setting, and significantly increase comprehension and adoption since this form of training is known to be more effective than in-person training for software.

The Contractor, WalkMe, Inc., has more than 2,000 enterprise customers in 35 countries, and is uniquely qualified to provide these services. The Contractor possesses specialized and proprietary digital adoption software and professional services that are unique to the marketplace and not available from other sources, such as: Cross-application compatibility (build once, run anywhere); branching logic to support complex lesson plans; analytics and insights to measure comprehension and trouble areas; device independence to work from any number of locations or devices; and working with

both custom and commercial-off-the-shelf systems, so it can be used for other systems beyond the first two, including those that the LAFD has built in-house.

The proposed term is for one (1) year, commencing upon the date of execution by the City Clerk, with the option for one (1) one-year extension. The maximum compensation under this contract for the first year is not to exceed $125,000.

The attached Agreement has been reviewed and approved by the City Attorney as to legal form.

RECOMMENDATIONS
That the Board:
1. Approve and authorize the Fire Chief to execute the Agreement with WalkMe, Inc. to provide a digital adoption software and related services system for a one-year term, commencing upon the date of execution by the City Clerk, and terminating one year from that date, and for a maximum compensation not to exceed $125,000.

2. Approve and authorize the Fire Chief to exercise the option to execute an amendment to extend the term of the Agreement for up to one (1) additional year, contingent on the availability of funds and the contractor having provided satisfactory services under the Agreement, and subject to review and approval by the City Attorney.

3. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT
There is no impact to the General Fund. Funding in the amount of $125,000 from the Innovation and Performance Commission's Innovation Fund was approved for this Digital Training and Adoption Project. (C.F. 21-0181)

Board Report prepared by Scott B. Porter, Chief Information Officer, Information Technology Bureau.

Attachment

AGREEMENT NO. _____

AGREEMENT BETWEEN

THE CITY OF LOS ANGELES

AND

WALKME, INC.

FOR

DIGITAL ADOPTION SOFTWARE

TABLE OF CONTENTS

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
WALKME, INCORPORATED

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles City Fire Department (hereinafter referred to as "Fire Department" or "LAFD" or "Department"), and WalkMe, Incorporated, a Delaware corporation (hereinafter referred to as "Contractor"), with reference to the following:

WHEREAS, the LAFD's Information Technology Bureau (ITB) is implementing two major enterprise software systems over the course of the next twelve (12) months, and each require the training of more than 3,200 LAFD members; and

WHEREAS, the only means available today for the LAFD to train its members on any new software system is live, in-person training, which is inefficient, time consuming and expensive in that training all 3,200 members while on and off duty at various locations around the City requires the LAFD to use several hundred hours of overtime costing hundreds of thousand dollars per system; and

WHEREAS, the COVID-19 pandemic of 2020 continues to disrupt the LAFD's ability to conduct in-person training in that smaller class sizes and increased social distancing are now required, resulting in additional in-person classes being held, and costing more in overtime hours to complete those classes; and

WHEREAS, the Contractor has a unique software solution that enables organizations like the City and LAFD to automate most of this type of software training using new and innovative interactive, in-application instruction that is made available 'virtually' and can be delivered to students anytime and working from anywhere; and

WHEREAS, this type of training delivery system will greatly reduce the cost and complexity of delivering software training, increase member safety by not requiring an in-person classroom setting, and significantly increase comprehension and adoption since this form of training is known to be more effective than in-person training for software; and

WHEREAS, the Contractor is uniquely qualified to provide these services, and possesses specialized and proprietary digital adoption software and professional services that are unique to the marketplace and not available from other sources such as: Cross-application compatibility (build once, run anywhere); branching logic to support complex lesson plans; analytics and insights to measure comprehension and trouble areas; device independence to work from any number of locations or devices; and works with both custom and commercial-off-the-shelf systems, so it can be used for other systems beyond the first two, including those that the LAFD has built in-house; and

WHEREAS, the Contractor is a commercial software development company with more than 2,000 enterprise customers in 35 countries, providing software solutions of similar complexity for other large organizations similar to the LAFD; and

WHEREAS, competitive bidding under Charter Section 371 was not required for this Agreement because the Agreement is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding under Charter Section 371 is not practicable or advantageous; and

WHEREAS, due to the uniqueness of Contractor's product and services, obtaining competitive proposals is not reasonably practicable or compatible with the City's interests, therefore competitive proposals are not required under Charter Section 372; and

WHEREAS, the LAFD applied for a grant with the Mayor's Innovation fund and received approval of funding in the amount of $125,000 to cover the cost of this project (Council File 21-0181); and

WHEREAS, pursuant to Charter Section 1022, the City has found that this service can be performed more feasibly by a contractor than by City employees; and

WHEREAS, the City and Contractor desire to enter into this Agreement for a one (1) year term not to exceed $125,000, with one (1) one-year optional extension, subject to the availability of funds.

NOW, THEREFORE, the City and the Contractor agree as follows:

1.0   SECTION 1: GENERAL

1.1   Project Overview
The purpose of this project is to automate the training of the LAFD's Electronic Patient Care Reporting (ePCR) and National Fire Information system so that the required training can be delivered more efficiently with improved user adoption and retention.

1.2   Work Location
Contractor's personnel will work off-site at Contractor's office locations, and will be interacting with the City team members virtually by phone and video conference when needed.

1.3   Parties to the Agreement

A. City – The City of Los Angeles, a municipal corporation, charted by the State of California, acting by and through the Los Angeles Fire Department, having its principal office at:

Los Angeles City Fire Department Headquarters
200 North Main St., 18th Floor
Los Angeles, CA, 90012

B. Contractor – WalkMe, Inc. a California corporation, having its principal office at:

WalkMe, Inc.
71 Stevenson Street, Suite 19
San Francisco, CA 94105

1.4   Representatives of the Parties
The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

A. The representative of the City shall be, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, CA 90012

With copies to:

Scott Porter, Chief Information Officer
Los Angeles Fire Department
200 N. Main St., Room 1660
Los Angeles, CA 90012

B. The Contractor's representative is, unless otherwise stated in the Agreement:

Chin Kim
71 Stevenson Street, Suite 19
San Francisco, CA 94105
chin.kim@walkme.com
855-492-5563

C. Communication Between Parties
Formal notices, demands, and communication required hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

2.0   SECTION 2: TERM OF AGREEMENT

2.1   Term
The term of this Agreement shall commence upon the date of attestation by the Los Angeles City Clerk, and will terminate one (1) year from that date, unless otherwise terminated by the City as provided for in this Agreement.

2.2   Amendments
The Board of Fire Commissioners has authorized the Fire Chief to extend the Agreement for a total one (1) additional year, utilizing the amendment process described in Section PSC-5, Amendment, of Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto and incorporated by reference herein. Any amendment to extend the term of this Agreement is contingent on the availability of funds and the Contractor having provided satisfactory services under this Agreement.

2.3   Ratification of Agreement
To the extent that the Contractor may have begun performance of the services before the date of execution at the City's request and due to the immediate needs of the LAFD, the City hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement. Notwithstanding this Section, the term of this Agreement will remain as stated above.

3.0   SECTION 3: SCOPE OF WORK

3.1   Contract Services
The Contractor shall provide the system software solution and services as described in the WalkMe Statement of Work (Order Form), attached hereto and incorporated into this Agreement by reference as though fully set forth herein included as Attachment B.

3.2   Licensing
The Contractor hereby grants City a license to access and use the System and all constituent components subject to the terms of the WalkMe Master Software as a Service (SAAS) Agreement, revised November 2020, attached hereto and incorporated into this Agreement by reference as though fully set forth herein included as Attachment C. The City's license to access and use the System includes an up to a limit of 3,000 named end-user licenses for LAFD to use for its governmental purposes.

3.3   In Scope Services
The project scope includes the following systems:

- ImageTrend Electronic Patient Care Reporting (ePCR)
- ImageTrend National Fire Inspection Reporting System (NFIRS)

The for each in-scope system, the project scope includes the following services:
- Application Launch
- Training and Enablement

- WalkMe Lead Build
- Life Cycle Management Services

3.4   Out of Scope Services

Unless mutually agreed to by both parties by way of an amendment to this Agreement, any other services not specifically listed in this Agreement are considered out of scope. The City shall not be responsible to pay Contractor for any out of scope work not described in this Agreement, and not agreed to by the parties in writing by way of an amendment to this Agreement. Contractor shall immediately notify the City in writing of any work that is requested to be performed that is outside of the original scope of work covered by this Agreement. If it is determined that the request is outside of the scope of work, Contractor shall not perform the requested work unless and until (i) the City approves the request in writing and authorizes the use of any contingency funds for the work, and (ii) an amendment providing for an adjustment in Contractor's compensation and the scope of work is approved and executed by both parties.

3.5   Optional Services

From time to time, additional services may be required that are not included within the scope of this Agreement. Any such services that may be needed in the future will be addressed with a separate scope of work, cost and schedule, and may be included in this Agreement by amendment.

4.0   SECTION 5: PAYMENT AND INVOICING

4.1   Total Fixed Price

The total, not to exceed, amount for this contract is $125,000.

4.2   Payment Milestones

The contract total will be paid as follows:

Payment Milestone	Amount	Milestone
WalkMe for Employees One (1) year, annual recurring license for up to 3,000 named users	$75,000	Contract Signing
AccelerateMe Professional Services Package	$50,000	System Acceptance

After the first year, the City, may, at its discretion and provided funding is available, continue the annual license for one year thereafter at an increase of no more than 3% from the previous year.

4.3   Travel Expenses

The Contractor, from time to time, shall provide for staff to meet on-site with the LAFD as-needed to participate in key scheduled project events such as milestones, deliverables or other important project events. All Contractor travel expenses are included in the firm fixed price and shall not be billed separately.

4.4   Tax

Payments made under the Agreement may be subject to reporting to the relevant governmental authority responsible for the imposition of any federal, California, gross receipts, sales, use,

license, excise, franchise, employment, payroll, withholding tax or other exaction (collectively "taxes"), as required by federal, California, or local law. In connection with the City's reporting obligation, the Contractor shall provide the City the necessary forms, documents, information, reports, statements, or identifying information in order for the City to fulfill its reporting obligations. The parties further agree and understand that the City shall withhold (and remit to the relevant governmental authority) from such payments any taxes as may be required to be withheld pursuant to any applicable federal, California, or local or regulation, unless otherwise exempted by such applicable law, regulation, and evidence of exemption."

4.5   Invoicing

4.5.1   The Contractor shall submit their invoices to:

> Scott Porter, Chief Information Officer
> Los Angeles Fire Department
> 200 North Main Street, Room 1660
> Los Angeles, CA 90012

> The invoice must contain the following:

> a. Name and address of company or firm;
> b. Name and address of the contracting department;
> c. Date of the invoice and period covered;
> d. Reference to contract number;
> e. Description of the completed task and amount due for the task;
> f. Copy of the invoices and payments to third parties, if any;
> g. Payment terms, total due, and due date;
> h. Certification by a duly authorized officer of the Contractor;
> i. Discounts and terms (if applicable);
> j. Remittance address (if different from company address); and
> k. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

5.0   SECTION 6: DATA, MANAGEMENT, SECURITY, AND PRIVACY

5.1   Data Ownership and Use
The City is the sole and exclusive owner of all data and information that is managed or contained within the system and/or provided to the Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

5.2 Confidential Data

City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

5.3 Data Protection in General

The protection of personal privacy and personally identifiable data shall be an integral part of the business activities of Contractor, and Contractor shall use all reasonable efforts to prevent inappropriate or unauthorized use of City Data at any time and safeguard the confidentiality, integrity, and availability of City Data.

5.4 Data Protection Encryption

Unless otherwise stipulated in writing, Contractor shall encrypt all City Data at rest and in transit with controlled access. The Contractor shall apply and support encryption solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Whenever and wherever applicable, Contractor shall apply and support industry standards or better for tokenization, fraud-use protection, format-preserving encryption, and data encryption technology.

5.5 Data Protection Copying

At no time shall any City data be copied, disclosed, or retained by Contractor or any party related to Contractor, including its subcontractors, for use in any process, publication, or transaction that is not specifically authorized by the City in writing.

5.6 Data Protection Hacking

Contractor shall secure and protect all City Data from hacking, viruses, ransomware, and denial of service and related attacks.

5.7 On Shore Development and Access

Contractor shall provide its services to the City and its end users solely from facilities / data centers in the continental United States of America. Storage of City Data at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or subcontractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America offices or data centers. Contractor may permit its personnel and subcontractors to access City Data remotely only as required to provide Contracted Services. Contractor shall neither access nor allow a third-party access to City Data from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval. For purposes of support services provided in association with the Service Level Agreement, City's approval may come via e-mail or other written instrument from the Department's Chief Technology Officer.

5.8   Access Limitations

Contractor shall use precautions, including, but not limited to, physical software and network security measures, personnel screening, training and supervision, and appropriate agreements to prevent anyone other than authorized City personnel, users and subcontractors with a specific need to know, for a purpose authorized under this Agreement, from monitoring, using, gaining access to City Data. The Contractor shall also protect appropriate copies of City Data from loss, corruption, or unauthorized alteration and prevent the disclosure of City and Contractor usernames, passwords, API keys, and other access control information to anyone other than authorized City personnel.

5.9   Least Privilege

Contractor shall authorize access only to the minimum amount of resources required to fulfil the Contractor's responsibilities in this contract.

5.10   Separation of Duties

The Contractor shall, as much as practical, divide functions among its staff members to reduce the risk of creating an undue dependency one key person and reducing the risk of fraud being undetected.

5.11   Role-Based Security

The Contractor shall restrict access to authorized users and base access control on the role a user plays in the Contractor's organization.

5.12   Credential Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for accounts and system services accessing City Data, to only those of Contractor's personnel and subcontractors whose access is essential for the purpose of providing the Contracted Services or performing obligations under this Agreement. Contractor shall require personnel and subcontractors to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor shall implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor shall disable user accounts after, at most, ten (10) consecutive invalid authentication attempts. References to "subcontractor" in the Pledge of Compliance document is limited to subcontractors providing professional services.

5.13   Physical and Environmental Security

Contractor facilities that process City Data must provide a physically secure environment from unauthorized access, damage, and interference.

5.14   Operational Controls

Contractor shall implement operational procedures and controls designed to ensure that technology and information systems are configured and maintained according to prescribed internal standards and consistent with applicable Industry Standard Safeguards. Examples of

Industry Standard Safeguards are ISO/IEC 27002:2005, NIST 800-44, Microsoft Security Hardening Guidelines, OWASP Guide to Building Secure Web Applications, SOC 2 Type 2, and the various Center for Internet Security Standards. Moreover, Contractor shall use application security and software development controls designed to eliminate and minimize the introduction of security vulnerabilities.

5.15   Antivirus
Contractor shall have and maintain antivirus protection configured to automatically search for and download updates (daily, at a minimum) and perform continuous virus scans. Malware and threat detection must be updated continuously, and software patches provided by vendors must be downloaded and implemented in a timely manner. If Contractor is unable to implement these controls in a timely manner, Contractor shall notify City in writing.

5.16   Vulnerability Management and Patching
Contractor shall employ vulnerability management and regular application, operating system, and other infrastructure patching procedures and technologies designed to identify, assess, mitigate, and protect against new and existing security vulnerabilities and threats, including viruses, bots, and other malicious code.

5.17   Network Controls
Contractor shall have, shall implement, and shall maintain network security controls, including the use of firewalls, layered DMZs and updated intrusion detection and prevention systems, reasonably designed to protect systems from intrusion or limit the scope or success of any attack or attempt at unauthorized access to City Data.

5.18   Logging and Monitoring
Unless prohibited by applicable law, Contractor shall, and shall require subcontractors to, continuously monitor its networks and personnel for malicious activity and other activity that may cause damage or vulnerability to City Data. Contractor shall maintain logs of administrator and operator activity and data recovery events related to City Data.

5.19   Changes in Service.
Contractor shall notify the City of any changes, enhancement, and upgrades to the System Administration and Network Security, or changes in other related services, policies, and procedures, as applicable, which can adversely impact the security of City Data.

5.20   Policies
Contractor shall, and shall require subcontractors to, establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective personnel in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) days of City's request, Contractor shall make available for review by the City Contractor's Information Security Policy and any related SOC audits or

other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

5.21   Vulnerability and Risk Assessments

At least annually, Contractor shall perform vulnerability tests and assessments of all systems that contain City Data. For any of Contractor's applications that process City Data, such testing must also include penetration tests using intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and code review or other manual verifications to occur at least annually.

5.22   Right of Audits by City/Security Review Rights

City and its agents, auditors (internal and external), regulators, and other representatives as City may designate, may inspect, examine, and review the facilities, books, systems, records, data, practices, and procedures of Contractor (and any personnel) that are used in rendering services to City to verify the integrity of City Confidential Information and to monitor compliance with the confidentiality and security requirements for City Confidential Information. In lieu of an on-site audit, at City's discretion and upon request by the City, the Contractor agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by the City regarding the Contractor's data privacy and information security program. Contractor shall comply with all recommendations that result from such inspections, tests, and audits within reasonable timeframes.

5.23   Data Backup and Emergency Recovery

Contractor shall employ a multilayered approach to backups and disaster recovery, including the use of a primary data center and a backup data center. Contractor shall perform both local and remote backups of the complete server infrastructure, including server operating systems, applications, and data. Contractor shall perform Disaster Recovery Tests no less than annually. Contractor shall maintain and comply with a reasonable written plan (the "DR Plan") setting forth procedures for (a) mitigating disruption to systems during and after an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster, including without limitation Force Majeure Events (as that term is used in PSC-6, Excusable Delays, of the Standard Provisions for City Contracts (Rev. 10/17)[v.3] (collectively, a "Disaster"); and (b) restoring Service functionality promptly after a Disaster. The DR Plan will include procedures no less protective than industry standard, and Contractor shall update the DR Plan as the industry standard changes.

5.24   Data Return and Destruction

At the conclusion of the Agreement and as instructed by City, Contractor shall (at its sole cost) return, delete, or destroy City Data then in its possession or under its control including, without limitation, originals, and copies of such City data. The following types of information are excluded from this requirement: (i) City Data that becomes a part of the public domain, including through court filings; and (ii) City Data that Contractor is required to maintain, by law, regulations, or by the terms of this Agreement, but only for the time period required. For the avoidance of doubt, anything that is stored on routine backup media solely for the purpose of disaster recovery will be subject to destruction in due course rather than immediate return or

destruction pursuant to this paragraph, provided that Personnel are precluded from accessing such information in the ordinary course of business prior to destruction.

Contractor shall implement and utilize appropriate methods to ensure the destruction of City Data. Such methods shall be in accordance with recognized industry best practices and shall leave no data recoverable on Contractor's computers or other media.

Contractor agrees to certify that City Data has been returned, deleted, or destroyed from its systems, servers, off-site storage facilities, office locations, and any other location where Contractor maintains City Data within forty-five (45) days of receiving City's request that the information be returned, deleted, or destroyed. Contractor shall document its verification of data removal, including tracking of all media requiring cleaning, purging or destruction.

5.25   Data Breach

Contractor shall notify City in writing as soon as reasonably feasible, but in any event within twenty-four hours, or if later, the next business day after Contractor's discovery of any unauthorized access of City Data or Contractor becoming reasonably certain that such unauthorized access has occurred (a "Data Breach"), or of any event that compromises the integrity, confidentiality or availability of City Data (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates if requested by City, and, in any event, reasonably frequent updates, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share a report of the investigation findings with City. At City's sole discretion, City and/or its authorized agents shall have the right to conduct an independent investigation of a Data Breach. Contractor shall cooperate fully with City and its agents in that investigation. If the City is subject to liability for any Data Breach or Security Incident, the Contractor shall fully indemnify and hold harmless the City and defend against any resulting actions.

5.26   Confidentiality

5.26.1   City's Confidential Information

For purposes of this Section 5.26, "Confidential Information" means any nonpublic information whether disclosed orally or in written or digital media, received by Contractor that is either marked as "Confidential" or "Proprietary" or which the Contractor knows or should have known is confidential or proprietary information. City Data shall be treated as Confidential Information by Contractor under this Agreement, even if such data is not marked "Confidential" or "Proprietary" or was obtained by or transferred to Contractor prior to the effective date of this Agreement.

5.26.2   Protection of Confidential Information

Except as expressly authorized herein, Contractor shall (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement or

performing the contracted services. Contractor shall limit access to Confidential Information to Contractor personnel and subcontractors that are previously disclosed to City and, (1) who have a need to know such information for the purpose of Contractor performing its obligations or exercising its rights under this Agreement, or performing Contracted Services; (2) who have confidentiality obligations no less restrictive than those set forth herein; and (3) who have been informed of the confidential nature of such information. In addition, the Contractor shall protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At LAFD's request or upon termination or expiration of this Agreement, the Contractor shall return to LAFD any Deliverables not provided to the City and Contractor shall destroy (or permanently erase in the case of electronic files) all copies of Confidential Information, and Contractor shall, upon request, certify to City its compliance with this sentence.

5.26.3   Exceptions

The confidentiality obligations set forth in Section 5.26 shall not apply to any Confidential Information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Contractor; (b) is lawfully provided to the Contractor by a third party free of any confidentiality duties or obligations; (c) was already known to the Contractor at the time of disclosure free of any confidentiality duties or obligations; or (d) the Contractor can demonstrate was independently developed by personnel of the Contractor without reference to the Confidential Information. In addition, the Contractor may disclose Confidential Information to the extent that such disclosure is necessary for the Contractor to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Contractor promptly notifies LAFD in writing of such required disclosure, cooperates with LAFD if LAFD seeks an appropriate protective order, and the Contractor discloses no more information that is legally required.

5.27   Compliance with Privacy Laws

Contractor is responsible for ensuring that Contractor's performance of its obligations and exercise of its rights under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, as amended from time to time. If this Agreement or any practices which could be, or are, employed in performance of this Agreement become inconsistent with or fail to satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to show such compliance. The City acknowledges and agrees that Contractor is not responsible for giving any notices to or obtaining any consents from any other party in order for Contractor to process the City Data as contemplated by this Agreement.

6.0   SECTION 6: REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that:

6.1   Compliance with Law

The services that the Contractor provides pursuant to this Agreement will comply with all applicable laws, including without limitation federal, state, and local.

6.2 Authority to Contract and No Pending Litigation

The Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

6.3 Intellectual Property Warranty

(i) The Contractor's performance under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity or proprietary information; and (ii) the Contractor is the owner of the intellectual property rights for the services provided pursuant to this Agreement and of each and every component thereof, or has a valid license for the services provided, as described in Subsection 6.3.1

6.3.1 Third Party Software

In the event the Contractor provides any third-party software ("Third-Party Software"), including Open Source Software, to the City in connection with this Agreement:

6.3.1.1 The Contractor has and will maintain the right to license and provide access to any Third-Party Software licensed to the City, or otherwise provided to the City under this Agreement;

6.3.1.2 The Third-Party Software does not, and the use of the Third-Party Software by the City as contemplated by this Agreement will not, infringe any intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity, and proprietary information, of any third party in any way;

6.3.1.3 The City is not obligated to pay any third party any fees, royalties, or other payments for the City's use of any Third-Party Software in accordance with the terms of this Agreement; and

6.3.1.4 To the extent permitted by law or contract, the Contractor shall pass through to the City the warranties for the Third-Party Software.

6.3.1.5 The Contractor shall provide City license to use any Third-Party Software necessary for the functionality of the System at no additional cost, and inclusive of licensing for any unlimited number of users. Contractor shall ensure that all software is properly licensed at no additional cost to the City, including, but not limited to, any required third-party licenses. The Contractor will ensure that any required third-party licenses are maintained within fully supported versions, and that any custom developed system software continues to function on any new versions of required third-party software (e.g., server, desktop and mobile operating system, browser, database, application servers, etc.) as they become available.

6.3.2 Definition of Open Source Software.

For purposes of this section, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar

license, including, but not limited to, those licenses listed at www.opensource.org/licenses, or (ii) any agreement with terms requiring any intellectual property owned or licensed by the City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

6.3.3   Third-Party and Open Source Software.
With regard to open-source software and any third-party software embedded system, all such software shall be considered, as appropriate, part of and included in the definition of "the System" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support.

6.4   Conformity to Specifications
The System will perform materially in accordance with the Service Level Agreement attached to the Attachment B, Statement of Work (Order Form).

6.5   Workmanlike Performance
All professional services will be performed in a professional and workmanlike manner, according to at least prevalent industry standards, and performed by competent personnel.

6.6   Disabling Code Warranty
No software or services to which the City is provided access and use hereunder contains any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or the City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drip-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or the City's hardware or software.

6.7   Virus/Malicious Software Warranty
The Contractor has used its best efforts to scan for viruses within the software, and no malicious system will be supplied under this Agreement.

7.0   SECTION 7: MISCELLANEOUS

7.1   Not a Waiver
Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

7.2   Audit Rights
In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3)]. Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past,

current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

7.3   Payment Does Not Imply Acceptance of Work

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

7.4   Publicity/Case Studies

Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication. In no event may Contractor use any City marks in conjunction with a reference or case study.

8.0   SECTION 8: NON-EXCLUSIVE AGREEMENT

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAFD and that the City or the LAFD reserve the right to enter into an agreement with other Contractors to provide similar services during the term of this Agreement.

9.0   SECTION 9: CITY CONTRACTING REQUIREMENTS

9.1   Standard Provisions

Contractor shall comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto as Attachment A and incorporated by reference as though fully set forth herein, with the exception of the following provisions, the subject matter of which may be otherwise addressed in this Agreement: PSC-9, PSC-12, PSC-21, PSC-24.

9.2   Disclosure of Border Wall Contracting Ordinance

Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

9.3   Termination

9.3.1   Termination for Convenience

City may terminate this Contract for City's convenience at any time by providing Contractor thirty days written notice. Upon receipt of the notice of termination, Contractor shall immediately take action not to incur any additional obligations, costs or expenses, except as may

be necessary to terminate its activities. City shall pay Contractor the fees for the services as set forth in the applicable Statement of Work and Contractor will not refund any prepaid fees. Thereafter, Contractor shall have no further claims against City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights City is entitled to, shall become City property upon the date of the termination. Contractor agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

9.3.2   Termination for Breach of Contract

9.3.2.1   Except as provided in PSC-6, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, City may give Contractor written notice of the default. City's default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of City, which in no event will be less than 30 days. Additionally, City's default notice may offer Contractor an opportunity to provide City with a plan to cure the default, which shall be submitted to City within the time period allowed by City. At City's sole discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the period allowed by City, then City may terminate this Contract due to Contractor's breach of this Contract.

9.3.2.2   If the default under this Contract is due to Contractor's failure to maintain the insurance required under this Contract, Contractor shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. Contractor shall not recommence performance until Contractor is fully insured and in compliance with City's requirements.

9.3.2.3   If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then City may immediately terminate this Contract.

9.3.2.4   If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates City's laws, regulations or policies relating to lobbying, then City may immediately terminate this Contract.

9.3.2.5   Acts of Moral Turpitude

9.3.2.5.1   Contractor shall immediately notify City if Contractor or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which

constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

9.3.2.5.2   If Contractor or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, City may immediately terminate this Contract.

9.3.2.5.3   If Contractor or a Key Person is charged with or indicted for an Act of Moral Turpitude, City may terminate this Contract after providing Contractor an opportunity to present evidence of Contractor's ability to perform under the terms of this Contract.

9.3.2.5.4   Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

9.3.2.5.5   For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of Contractor.

9.3.2.6   If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

9.3.2.7   The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.3.3   In the event that this this Contract is terminated, Contractor shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination,

9.4   Assignment and Delegation

Contractor may not, unless it has first obtained the written permission of City:

9.4.1   Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

9.4.2   Delegate. subcontract, or otherwise transfer any of its duties under this Contract. Provided, however, that such consent will not be required in connection with an assignment to a successor in interest in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of Contractor's assets as long as (i) such successor or assignee of this Contract agrees in writing to be bound by this Contract, (ii) the change will not result in a degradation in performance to City under the Contract, and (iii) Contractor notifies City as soon as reasonably practicable of the change

9.5   Ownership and License

Unless otherwise provided for herein, or in Section 7 of Attachment C, the WalkMe Master SAAS Agreement, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by Contractor or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of City for its use in any manner City deems appropriate. Contractor hereby assigns to City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. Contractor further agrees to execute any documents necessary for City to perfect, memorialize, or record City's ownership of rights provided herein.

Contractor agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause City irreparable harm. City may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude City from seeking or obtaining any other relief to which City may be entitled.

For all Work Products delivered to City that are not originated or prepared by Contractor or its Subcontractors under this Contract, Contractor shall secure a grant, at no cost to City, for a non-exclusive perpetual license to use such Work Products for any City purposes.
Contractor shall not provide or disclose any Work Product to any third party without prior written consent of City.

Any subcontract entered into by Contractor relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that City's ownership and license rights of all Work Products are preserved and protected as intended herein.

10.0   SECTION 10: ORDER OF PRECEDENCE
This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference constitutes the complete and entire Agreement between the City and the Contractor. In the event of any inconsistency between the body of this Agreement and the Exhibit, the order of precedence will be as follows:

1) This Agreement between the City of Los Angeles and WalkMe, Inc.
2) Attachment A – Standard Provisions for City Contracts (Rev. 10/17)[v.3]
3) Attachment B – Statement of Work (Order Form).
4) Attachment C – WalkMe Master SAAS Agreement

11.0   SECTION 11: ENTIRE AGREEMENT
This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. No-shrink-wrap, click-wrap, privacy policy, or other terms and conditions or agreements ("Additional Contractor Software Terms") provided with any products, services, documentation, or software provided by Contractor to City hereunder shall be binding on the City, even if use of the foregoing requires an affirmative "acceptance" of those Additional Contractor Software Terms before access is permitted. All such Additional Contractor Software Terms will be of no force or effect and will be deemed rejected by the City in their entirety.

12.0   SECTION 12: COUNTERPARTS/ELECTRONIC SIGNATURES
This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES   WALKME INC., a Delaware Corporation

By: _____   By*: _____
　　　Ralph M. Terrazas   　Chin Kim
　　　Fire Chief   　Vice President of Sales and Finance

Date: _____   Date: _____

APPROVED AS TO FORM: By**: _____
MICHAEL N. FEUER, City Attorney   　Andrew Casey
                                           　Chief Financial Officer

By: _____   Date: _____
　　　Samuel W. Petty
　　　Deputy City Attorney

Date: _____

NOTE: If Contractor is a corporation, two signatures are required.

* The signature of President, Chairman of the Board, or Vice President is required here; and ** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
　　　Deputy City Clerk

Date: _____

Agreement Number: _____

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (10/17)[v.3]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. <u>Construction of Provisions and Titles Herein</u>

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word **"CONTRACTOR"** includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. <u>Applicable Law, Interpretation and Enforcement</u>

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. <u>Time of Effectiveness</u>

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4.   Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5.   Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6.   Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7.   Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8.   Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9.   Termination

      A.   Termination for Convenience

      CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

      B.   Termination for Breach of Contract

          1.   Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

          2.   If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3.   If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4.   If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5.   Acts of Moral Turpitude

   a.   **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b.   If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c.   If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d.   Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

    A.   Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

    B.   Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. <u>Intellectual Property Warranty</u>

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. <u>Ownership and License</u>

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

> A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

> B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

> C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

> D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. <u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. <u>Compliance with California Public Resources Code Section 5164</u>

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. <u>Possessory Interests Tax</u>

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. <u>Confidentiality</u>

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT   For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds.   A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1.   Additional Insured/Loss Payee.   The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3.   Primary Coverage.   CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4.   Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5.   Failure to Procure Insurance.   All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer <u>admitted</u> to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: WalkMe, Inc.   Date: 03/03/2021

Agreement/Reference: Digital Adoptive Software

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✓ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC _Statutory_

EL _1,000,000_

☐ Waiver of Subrogation in favor of City   ☐ Longshore & Harbor Workers
                                                  ☐ Jones Act

✓ **General Liability** ───────────────────────────── 1,000,000

☐ Products/Completed Operations   ☐ Sexual Misconduct _____
☐ Fire Legal Liability _____
☐ _____

─── **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

✓ **Professional Liability** (Errors and Omissions)   1,000,000

Discovery Period 12 months after completion of project or termination of agreement

─── **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage   ☐ Boiler and Machinery
☐ Flood _____   ☐ Builder's Risk
☐ Earthquake _____   ☐ _____

✓ **Cyber Liability and Data Breach with Aggregate $2MM**   1,000,000

☐ _____

─── **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds   _____

─── **Crime Insurance**   _____

Other: 1) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

_____
_____
_____
_____

ATTACHMENT B

STATEMENT OF WORK (ORDER FORM)

Digital Adoption Platform

Offer Valid Through: July 30, 2021
Reference Number: WM-5160
Account Executive: Sunny Bliss

Order Details

Company Name:	City of Los Angeles	Billing Cycle:	Please refer to the Terms and Conditions
Order Form Start Date:	July 01, 2021	Payment Terms:	Net 30
Order Form End Date:	June 30, 2022	Payment Notes:	
PO # Required:	Yes	Payment Method:	Bank Transfer
If yes, PO #:			

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

Customer Information

Company Contact:	Scott Porter	Billing Contact:	Scott Porter
Email:	scott.b.porter@lacity.org	Billing Email:	scott.b.porter@lacity.org
Phone:	2134350021	Billing Phone:	2134350021
Shipping Address:	200 N Spring St Ste 303, Los Angeles, CA, 90012-3239, United States	Billing Address:	200 N Spring St Ste 303, Los Angeles, CA, 90012-3239, United States
Invoice sent by:	Email		

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	Department - 2 Apps - - Standard Support	3,000	Jul 01, 2021	Jun 30, 2022	12	$75,000.00
TeachMe	TeachMe	1	Jul 01, 2021	Jun 30, 2022	12	0
					Subscription Services Subtotal	**$75,000.00**

Additional Services	Quantity	Start Date	End Date	Total Price
AccelerateMe+ (Plus)	1	Jul 01, 2021	Jun 30, 2022	$50,000.00
			Additional Services Subtotal	**$50,000.00**

Total Contract Value: $125,000.00

WalkMe, Inc.
www.walkme.com
71 Stevenson Street,
20th Floor, San
Francisco, CA 94105

Order Form
CONFIDENTIAL
Proprietary and
Confidential

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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 terms located at: https://www.walkme.com/customer-subscription/, which may be updated from time to time (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 City of Los Angeles 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 Subscription Services will include the support package as set forth in the Service Level Agreement attached hereto as Annex 2.
- 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.
- The Subscription Services and 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 Subscription Services set forth above shall not automatically renew.
- WalkMe may not increase the subscription fee for the first renewal term by an amount exceeding 5% of the current subscription fee.
- 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.
- Professional Services will be invoiced and paid upon completion.
- The Customer's data hosting location shall be: United States.
- The Billing Cycle for this Order Form will be as follows:

Product Name	Application Description	Billing Cycle	Billing Cycle Notes
WalkMe for Employees	Department - 2 Apps - - Standard Support	Annual	
TeachMe	TeachMe	Annual	
AccelerateMe+ (Plus)		Other	Billed Upon Completion

Once signed, please return this Order Form to sunny.bliss@walkme.com.

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

WalkMe, Inc.   **City of Los Angeles**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

WalkMe, Inc.
www.walkme.com
71 Stevenson Street,
20th Floor, San
Francisco, CA 94105

Order Form
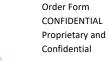CONFIDENTIAL
Proprietary and
Confidential

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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
Web & Mobile (System)	
WalkMe PlayerTM	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 EditorTM	The WalkMe Editor is a management console used to design, build, and configure unlimited WalkMe content, including:
Applications	Smart Walk-Thrus, 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 your application
Access Control	Manage WalkMe Editor permissions, determine who can publish new content, and will have access to WalkMe Insights
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 within the WalkMe In-App Editor will be translated into native code for iOS and Android.
Segmentation	Leaders can determine which users & groups will be exposed to WalkMe content
WalkMe InsightsTM	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 application, and other parameters.
WalkMe Digital Adoption Center	The 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 monitor 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 application(s). 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 ActionBot 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, productivity. It is available on web or desktop.

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Professional Services	
AccelerateMe+ (Plus)	200 hours of WalkMe Digital Adoption Consultant and Solution Engineer allocated to:

Application Launch (20 hours)

- Editor set-up
- Platform best practices
- Analytics setup & optimization
- Alignment on business objectives & KPI's
- Support definition of key project milestones
- Best practices for solution, strategy, design, and deployment
- UI/UX consultation to ensure branding alignment
- Solution assessment and go-live support

Training and Enablement (50 hours)

- Training during WalkMe solution creation cycle
- Approximately 5 co-built solutions
- WalkMe best practices decks
- Advanced Digital Adoption strategy training
- Deep dive on Plan - Build - Analyze methodology
- QA Teach - quality assurance enablement
- Builder certification
- HERO Scorecard
- Self-sufficiency Scorecard
- Designed for 1-5 builders

WalkMe Led Build (100 hours)

- Creation of approximately **10** agreed upon business solutions including:
  - Solution outline creation
  - Customer solution review and feedback
  - WalkMe Solution Engineer led build
  - Quality assurance testing & fixes
- Best practice guidelines for user acceptance testing (UAT)

Life Cycle Management Services (30 hours)

- Strategy & consultation for content development & expansion
- Ongoing enablement & advanced training of customer builders
- Consultation & solution design for expanded use cases
- Insights & analytics consultation & Health Scans
- Platform best practices
- New feature education
- Content expansion
- Quality Assurance & content updates

General Assumptions

- A standard solution contains up to 10 user interactions
- Total processes completed will depend on build complexities including platform, application access, multi-language, website or application stability, accessibility requirements, and other custom customer requirements
- The Parties will work together to manage the provision and utilization of the professional services described herein.
- The solution designs shall be aligned in accordance with Customer provided business requirements, architecture principles and target architecture.

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Annex 2
WALKME SERVICE LEVEL AGREEMENT
STANDARD

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 California , United States.

   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^{TM} and other WalkMe-generated content.

   j. "**WalkMe Mobile Console**" means the module in the Subscription Services that allows for the creation of the WalkThrus^{TM} 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%

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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 response as if the System is hanging. • A main System function supporting a 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.).

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%

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ATTACHMENT C

WALKME MASTER SAAS AGREEMENT

WALKME MASTER SAAS AGREEMENT

This Master SaaS Agreement (the "**Agreement**") is entered into on _____ ("**Effective Date**") between WalkMe, Inc., a company organized under the laws of the State of Delaware, with its principal place of business at 71 Stevenson Street, 20th Floor, San Francisco, CA 94105 on behalf of itself and its affiliates ("**WalkMe**") and City of Los Angeles, with its principal place of business at 200 N Spring St Ste 303, Los Angeles, California, 90012-3239, United States ("**Customer**") (each a "**Party**" and collectively the "**Parties**").

Preamble

WalkMe has developed, and owns digital adoption platforms that provide guidance and engagements tools, analytics and automation for web, mobile and desktop applications, simplifying and improving end users' and employees' experience, and increasing user engagement; Such solutions are provided to customers on a Software as a Service (SaaS) basis; and

This Agreement governs the Parties' relation in connection with Customer's subscription, as well as its and its End User's (as defined below) access to, and usage of the Service (as further defined below).

1.   General

Customer will subscribe to the WalkMe Service by executing an order form which shall define: (i) the subscription term; (ii) applicable WalkMe solution to which Customer subscribes (WalkMe for Employees and/or WalkMe for Customers on web, mobile or desktop – "**the Subscription Services**")), including its modules and features, and the digital platform/application/devices on top of which the Subscription Services will be deployed; (iii) the consideration to be paid by Customer; (iv) where applicable – certain usage limits, such as the number of End Users (as defined below) to whom the Service can be made available on a monthly basis; (v) where applicable - the provision of Professional Services (as defined below); (vi) where applicable – Customer's participation in WalkMe's Digital Adoption Institute and Training Programs; and (vii) any other subscription terms that may be agreed upon by the Parties ("**Order Form(s)**"). Upon expiration of an applicable subscription period, the applicable Order Form may be renewed and/or replaced by a new Order Form subject to the terms defined therein.

WalkMe's Subscription Services and/or Professional Services as specified and defined in an applicable Order Form shall be referred to as the "**Service**".

Each Order Form executed by the Parties is governed by this Agreement and is subject thereto.

2.   Right to Use the Service

2.1.   <u>Right to Use the Service</u>. Subject to the terms and conditions of this Agreement and of an applicable Order Form then in force, WalkMe grants to Customer a non-exclusive, non-transferable, non-sub-licensable, limited right to access and use the Service during the subscription term, and in accordance with the usage terms set forth herein and in the applicable Order Form.

For the purpose of this Agreement or any applicable Order Form, "**End User(s)**" or "**Active User**" means individual(s) for whom the Subscription Services load.

2.2.   <u>Usage Restrictions</u>. Other than the rights expressly specified in this Agreement and in an applicable Order Form, no other right or interest whatsoever is granted to Customer in connection with the Service or to the solutions to which it provides access. Without limiting the foregoing, Customer 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, Customer 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.

2.3.   <u>End Users' Consent</u>. Customer 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, including without limitation pursuant to the terms of Section 6.2 below.

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3. The Provision of the Service

The Service shall be provided in accordance with the terms of the Service Level Agreement, as attached to the applicable Order Form ("**SLA**"), and WalkMe shall comply with the performance, uptime and service levels defined therein. The SLA also sets forth the standard customer support services corresponding to the applicable support level purchased by Customer.

4. Professional Services

If an applicable Order Form includes the provision of certain professional services (which typically include implementation, training with respect of the use of the Service, or assistance in creating Outputs (as defined below)) ("**Professional Services**"), the Professional Services shall be provided remotely (and not at Customer's site), unless otherwise agreed in writing between the Parties. If agreed, the Professional Services can be performed by a third party.

5. Consideration; Taxes

5.1. Consideration. Customer will timely pay all fees for the Service ("**Subscription Fees**"), as specified in an applicable Order Form, and/or all fees for the Professional Services as set forth in the applicable Order Form.

5.2. Subscription Fees. The Subscription Fees constitute the consideration for the WalkMe's solution, i.e. the specific modules and features and the digital platform/application/devices explicitly identified in the Order Form. Except as otherwise specified herein or in an Order Form: (i) the fees for the Service are based on the Service purchased and not on actual usage thereof, and fees paid are non-refundable; and (ii) Service ordered under an applicable Order Form and their respective payment obligations are non-cancelable. Notwithstanding the aforementioned, in an event of termination for cause according to Section 12.2 below, due to a material breach by WalkMe, the foregoing shall not apply to amounts paid for the Service in advance, but which are unused on the date of termination (calculated on a pro-rata basis of the balance period between the termination date and the original term of the applicable Order Form), which may be refundable.

5.3. Invoicing. Customer is responsible for providing complete and accurate billing and contact information to WalkMe.

5.4. Taxes. WalkMe's fees are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, other charges, domestic or foreign imposed by any federal, state, or local tax authority with respect thereto including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If WalkMe has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5, WalkMe will invoice Customer and Customer will pay that amount unless Customer provides WalkMe with a valid tax exemption certificate authorized by the appropriate taxing authority. To the extent Customer is required by law to withhold income-based taxes based upon the fees hereunder, Customer will deduct such tax from the fees payable to WalkMe and remit them to the appropriate government authorities; provided that Customer sends WalkMe a receipt showing the payment of such Tax, and provides WalkMe with reasonable support and with sufficient evidence to enable WalkMe to obtain any credits available to it. For clarity, WalkMe is solely responsible for Taxes assessable against it based on its income, property and employees.

6. Privacy and Data Protection; Security

6.1. Purpose and subject matter of WalkMe's Data Processing. Solely to the extent necessary for the provision of the Service to the Customer (as described in detail in Section 6.2 below), WalkMe (in its capacity as Data Processor) may from time to time be provided with, or have access to, information of Customer (in its capacity as Data Controller), which may qualify as Personal Data (as these terms are defined in the DPA referred to in Section 6.3 below).

6.2. Data Categories. WalkMe collects, processes and stores (i) End Users' metadata - which may be considered as Personal Data in some jurisdictions, including: (a) IP addresses in logs of End Users, (b) web application information (page title and URL – solely to the extent it contains any Personal Data); and (c) location information (only country and city). Such information is processed in order for WalkMe to provide the default functionalities of the Service, the ongoing operation thereof and for security purposes.

In addition, WalkMe will process: (a) e-mail addresses of Customer's personnel authorized for the purpose of creating Outputs (i.e. WalkMe Editor admins); and (b) when Customer, or its End User's, contact WalkMe in connection with customer support services.

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In the event that Customer has subscribed to use of "special features" of the Service per an Order Form, or otherwise instructs WalkMe in writing to enable such features (either by email or within the Service dashboard) for the Customer's benefit, WalkMe may collect, store and process additional Personal Data in the course of Customer's use of such special features (i.e. Digital Analytics Experience & Visions). For a complete list of the special features and for the description of the Personal Data associated with the enablement of each such special feature, please refer to WalkMe's Privacy Policy, available at: https://www.walkme.com/privacy-policy/ ("**Privacy Policy**"), which is hereby incorporated by reference to this Agreement. Customer may opt-out from such special features by contacting WalkMe at support@walkme.com.

6.3. <u>Data Processing Agreement</u>. For the purpose of this MSA and any applicable Order Form, Parties' rights and obligations with respect to the data processing activities as described in Sections 6.1 and 6.2 above, shall be subject to WalkMe's Data Processing Agreement ("**DPA**") available at: walkme.com/walkme-dpa.

6.4. <u>Customer's Undertakings</u>. Customer shall be solely responsible for obtaining all consents and authorizations as may be required by any applicable law, for the collection, storage and processing of information and/or sensitive information by WalkMe according to Customer's instructions

6.5. <u>Security</u>. WalkMe complies with security standards, such as encryption of data in motion over public networks and auditing standards (such as SOC 2 and ISO 27001:2013). Furthermore, Customer's information is stored with logical separation from information of other customers. In addition, WalkMe shall have in place and shall comply with documented written policies and procedures, periodically reviewed, covering the administrative, physical and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction and control of information. Such policies and procedures will include encryption of data, virus detection and firewall utilization.

6.6. <u>Changes in the Privacy Policy</u>. WalkMe shall notify Customer (via the Service or by mail) of material changes in the Privacy Policy, within the timeframe set in the Privacy Policy and as further detailed therein ("**WM Notice**"). In the event the changes in the Privacy Policy adversely or unlawfully changes the material rights of the End Users, Customer will have the right to terminate this Agreement by providing a written notice within thirty (30) days following delivery of WM Notice.

7. Proprietary Rights

7.1. <u>WalkMe's Rights</u>. WalkMe owns and shall retain all right, title, and interest, including Intellectual Property Rights (as defined below), in and to the Service and the solutions provided thereby, and all the underlying software and technology, all as may be updated, improved, modified or enhanced from time to time; and further - in and to the brand names, logos and trademarks related to the foregoing. In addition, subject to Customer's ownership rights pursuant to Section 7.2 below, WalkMe owns and shall retain all rights, including Intellectual Property Rights in and to the Outputs of the Service, generated by WalkMe, including the content created by WalkMe and the default designs and "look and feel" thereof.

For the purpose of this Agreement, "**Intellectual Property Rights**" means any and all intellectual property rights, whether registered or not, worldwide including, without limitation, all the following: (i) copyrights, including moral rights, registrations and applications for registration thereof; (ii) computer software programs, data and documentation; (iii) patents, patent applications and all related continuations, divisional, reissue, design patents, applications and registrations thereof, certificates of inventions; and (iv) trademarks, trademark applications, domain names, trade secrets and Confidential Information (as defined below).

"**Outputs**" shall mean the interactive on-line guidance indicators deployed by the Service, to provide guidance and assistance to End Users in acting and reacting (including by progressing through a process) within an applicable digital platform or application.

7.2. <u>Customer's Ownership</u>. Customer owns and shall retain all right title and interest in and to the Content (as defined below) which is (i) provided by Customer to WalkMe for the purpose of the provision of the Service and/or the Professional Services; (ii) created by Customer using the Service; and/or (iii) to the extent applicable, created by WalkMe specifically for Customer under the provision of Professional Services, and which incorporates or is based on Customer's copyrighted work and/or Customer's Confidential Information or other Customer Content according to sub-sections (i) and (ii) above ("**Customer Content**"). Customer Content specifically excludes Content provided by WalkMe which does not use Customer Content, the Outputs' "look and feel", and WalkMe's Confidential Information and Intellectual Property.

"**Content**" means content such as text, data, images, photographs, video, audio, and similar types of content used in, or for creating, Outputs.

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7.3.   Customer hereby grants to WalkMe a limited, non-exclusive, non-transferable (except in connection with the permitted assignment of this Agreement), and royalty-free license to use the Customer Content and its affiliates solely for the purpose of providing the Service to Customer pursuant to this Agreement and the applicable Order Form.

7.4.   Feedback. WalkMe may, at its discretion and for any purpose, freely use, modify, and incorporate into its Service any feedback, comments, or suggestions provided by Customer or End Users (other than Customer Content), if any, without any additional obligation of WalkMe to Customer or the applicable End Users.

8. Warranty

8.1.   Representations. WalkMe represents and warrants to Customer that (i) during the term of each applicable Order Form, the Service will substantially conform to the specifications as set forth in such Order Form, and shall be provided in accordance with the applicable SLA; and (ii) the Professional Services performed by or on behalf of WalkMe under this Agreement will be performed in a professional and workmanlike manner and by personnel that has the necessary skills, training and background to perform such Services.

8.2.   Exclusive Warranty. THE WARRANTIES CONTAINED IN THIS SECTION 8 ARE EXCLUSIVE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR ARISING BY A COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION DOES NOT LIMIT, AND IS WITHOUT PREJUDICE TO, THE PROVISIONS OF SECTION 11 BELOW.

9. Indemnification by WalkMe

9.1.   Indemnification obligation. WalkMe will defend Customer from and against any claim by a third party against Customer to the extent the claim is based on an allegation that the Service or the solution provided by it, infringes upon, or misappropriates, any Intellectual Property Rights of a third party ("**Infringement Claim**"), and shall indemnify Customer against all liabilities, damages, costs (including settlement costs and reasonable attorneys' fees) awarded by a competent court, arbitrator/s, or in a settlement, as a result of such claim by a third party; provided that (i) Customer has notified WalkMe promptly in writing of such claim; (ii) Customer has provided WalkMe with the authority to control and handle the claim including the defense and settlement of such claim; and (iii) Customer provides to WalkMe all information and assistance (at WalkMe's expense) as may be required for that purpose.

9.2.   Exclusions. In no event will WalkMe have any obligation or liability under this Section 9 arising from: (i) use of any Service in a modified form or in combination with materials not furnished by WalkMe; (ii) any Customer Content; (iii) any failure by Customer to comply with Customer's responsibilities under this Agreement; and (iv) use by WalkMe of any equipment provided by Customer and per Customer's instructions, for the provision of the Professional Services.

9.3.   Remedial Actions. In the event that the Service or any part thereof is likely to, in WalkMe's sole opinion, or does become the subject of an Infringement Claim, WalkMe may, at its option and expense: (i) procure for Customer the right to continue using the Service (including the allegedly infringing portion/item); (ii) substitute a functionally equivalent non-infringing replacement for such allegedly infringing portion of the Service or otherwise modify it to make it non-infringing and functionally equivalent; or (iii) terminate the Agreement and any outstanding Order Form and refund to Customer fees paid to WalkMe for the infringing items in an amount prorated to reflect the period of time between the date Customer was unable to use the Service due to such Infringement Claim and the remaining days in the current subscription term.

9.4.   Sole Remedy. Without derogating from the provisions of Section 11 below, this Section 9 sets forth the exclusive and entire remedy of Customer with respect to any Infringement Claims.

10. Customer's Responsibilities

In addition to any other undertaking or responsibility of Customer as set forth in this Agreement, any applicable Order Form, SLA or an exhibit hereto or thereto, Customer shall be solely responsible and liable for, and in connection with: (i) the manner in which Customer and the End Users use the Service (ii) Customer Content, including without limitation Customer'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 Customer with any and all applicable laws and with third parties' rights in connection with the foregoing.

11. Limitation of Liability

11.1.   **Limitation on Indirect Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WALKME BE LIABLE UNDER THIS AGREEMENT FOR (i) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR

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(ii) FOR LOSS OF USE, BUSINESS, REVENUES, OR PROFITS; IN EACH CASE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.2. **Limitation on Amount of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, AND OTHER THAN IN THE EVENT OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR AS SET FORTH BELOW IN THIS SECTION 11.2, WALKME'S AGGREGATE LIABILITY UNDER EACH ORDER FORM SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE ORDER FORM, AND WALKME'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY ("**LIABILITY CAP**").

NOTWITHSTANDING THE ABOVE, WALKME'S LIABILITY (I) IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 ABOVE OR (II) FOR BREACH OF ITS PRIVACY AND DATA PROTECTION OBLIGATIONS UNDER SECTION 6 - SHALL BE LIMITED TO THREE TIMES (3X) THE APPLICABLE LIABILITY CAP, PROVIDED HOWEVER, THAT A FINE OR CHARGE SET BY A REGULATORY AUTHORITY ACCORDING TO LAW FOR, OR DUE SOLELY TO, BREACH BY WALKME OF DATA PROTECTION AND SECURITY OBLIGATIONS SHALL BE BORNE BY WALKME REGARDLESS OF THE CAP ON LIABILITY.

12. Term, Termination and Suspension of Service

12.1. Term. This Agreement commences on the Effective Date and will remain in effect for so long as Customer has an applicable Order Form in effect, unless otherwise terminated in accordance with the provisions herein.

12.2. Termination. Either WalkMe or Customer may terminate this Agreement and any Order Form thereunder, if: (i) the other Party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days. WalkMe shall also have the right to terminate this Agreement according to the provisions of Section 15.2.3.

12.3. Effects of Termination. In any event of termination of this Agreement by either Party:

12.3.1. All rights granted hereunder shall immediately expire and any and all use and/or exploitation by Customer and/or on its behalf of the Services, and any part thereof, shall immediately cease and expire.

12.3.2. Provisions contained in this Agreement that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive the termination, including without limitation Section 5 (Consideration due for the period prior to termination), Section 6 (Privacy, with respect to the period prior to termination) and Sections 7 through 15 (inclusive).

12.4. Suspension of Service. WalkMe reserves the right to monitor the use of the Service for security and operational purposes. WalkMe may suspend or otherwise deny Customer's or any other person's access to or use of all or any part of the Services for security reasons if WalkMe believes, in its reasonable discretion, that any third party has gained unauthorized access to any portion of the Subscription Services using any credential issued by WalkMe to Customer or its End Users.

13. Confidentiality

13.1. For the purpose of this Agreement, "**Confidential Information**" means any non-public information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is designated in writing as confidential or if disclosed orally – is reduced to writing and titled as "confidential" within 15 days following the disclosure and sharing with the Receiving Party. Confidential Information shall include, but is not limited to, technological information such as know-how, software, data, programs, inventions, ideas, processes, formulas, developments, designs, materials, business information such as marketing and selling, budgets, prices and costs, information about the Disclosing Party's employees, affiliates, suppliers and customers, and trade secrets. Confidential Information does not include information that is: (i) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of breach or negligence by the Receiving Party; (ii) already known by the Receiving Party prior to its receipt from the Disclosing Party; (iii) independently developed at any time by the Receiving Party without use of or reference to Confidential Information; (iv) rightfully obtained by the Receiving Party from other unrestricted sources.

13.2. Protection of Confidential Information. All Confidential Information delivered, made available or otherwise acquired pursuant to this Agreement shall (i) not be copied, distributed, disseminated or made available in any way or form by Receiving Party without the prior written consent of the Disclosing Party; (ii) be maintained in strict confidence using the same degree of care that the Receiving Party takes to protect its own confidential information, but in no event less than reasonable care; (iii) may only be disclosed to those employees, contractors and/or service providers of Receiving Party who have a need to

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know in connection with purposes consistent with this Agreement, and who are bound by a written obligation of confidentiality no less restrictive as those set forth herein; and (iv) shall not be used by Receiving Party for any purpose, except for the purposes of this Agreement, without the prior written consent of the Disclosing Party. For the avoidance of doubt, Confidential Information including personal information collected through the use of the Services shall be used, collected, retained, processed and deleted in accordance with the provisions of Section 6 above.

13.3.   Compelled Disclosure. If the Receiving Party is compelled by law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

13.4.   Expiration. The provisions of this Section 13 shall survive the natural expiration or termination of this Agreement for any reason for a period of three (3) years or for seven (7) years following their disclosure, whichever is earlier.

14. Publicity

14.1.   Company Name/Logo. WalkMe may use Customer's name and/logo to identify Customer as a WalkMe customer of the Service, including without limitation, on WalkMe's public website and marketing materials. Any such use shall be subject to WalkMe's compliance with any written guidelines that Customer may deliver to WalkMe regarding the use thereof. Customer hereby grants WalkMe a non-exclusive, worldwide, royalty free and fully paid up right and license to utilize its name, logo, trade-marks and trade names for the purposes set forth above.

14.2.   Reference. Customer agrees to serve as reference customer for prospective customers, investors, media or analysts of WalkMe and make appropriate representatives available via telephone for such purposes.

14.3.   Case Study. Customer agrees to assign an appropriate representative to create a mutually agreed upon written customer case study and/or video testimonial that may be published and used as WalkMe marketing collateral.

14.4.   Press Release. Upon request, Customer agrees to participate in a joint and mutually agreed upon press release.

15. Miscellaneous.

15.1.   Entire Agreement. This Agreement, including all exhibits hereto and all applicable Order Forms, constitute the entire agreement between Customer and WalkMe with respect to the subject matter of this Agreement and supersede and replace any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement, including previous non-disclosure agreements between the Parties.

15.2.   Assignment; Change of Control.

15.2.1.   Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent, not to be unreasonably withheld; such consent shall not, however, be required, in connection with an assignment to an affiliate or to a successor in interest in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of a Party's assets as long as such successor or assignee of this Agreement agrees in writing to be bound by this Agreement and by the terms of any outstanding Order Form.

15.2.2.   In any event of an assignment by a Party to this Agreement, or of any other form of Change of Control, the assigning Party or the Party undergoing a Change of control, as applicable, will notify the other Party in writing immediately upon the consummation of such event ("**Assignment Notice**").

For the purpose hereof a "**Change of Control**" means that a Party that has undergone a change of control transaction, such that the holders of such Party owning more than 50% of the voting power immediately prior to such transaction, will, immediately after such transaction, own less than 50% of the voting power of the surviving or acquiring entity.

15.2.3.   Notwithstanding anything to the contrary in this Section 15.2, in the event that Customer had subscribed to the Service for an unlimited number of End Users, per an applicable Order Form, and such Customer has assigned this Agreement in accordance with Section 15.2.1 above, or has undergone a Change of Control, WalkMe shall have the right (but not the obligation) to terminate this Agreement at will, upon a thirty (30) days prior written notice, within the ninety (90) days following receipt of an Assignment Notice.

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15.3. Governing Law and Jurisdiction. This Agreement, including its exhibits, the Order Forms and SLA will be governed by laws of California, except for its conflicts of laws principles and each Party agrees to the exclusive jurisdiction of the courts in San Francisco, San Francisco County, California.

15.4. Export Restrictions. The Services and other technology WalkMe makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit End Users to access or use any of the Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

15.5. Other Provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered letter, and shall be effective upon receipt or, if sent by email, upon proof of being sent. Any notice to either Party shall be sent to the contact information listed in the applicable Order Form. A copy of notices to WalkMe shall also be sent to legal@walkme.com.
No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement will (i) constitute waiver of such term, condition or obligation; (ii) preclude such Party from requiring performance by the other Party at any later time; or (iii) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

In any event of a conflict or inconsistency between the terms herein and the terms of the Order Form, the terms of the Order Form shall prevail. 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 this Agreement or any Order Form.

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.
Except for payment obligations, neither WalkMe nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). Except to the extent required by applicable law, there are no third-party beneficiaries under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or representatives and delivered as of the Effective Date.

WalkMe, Inc.   **City of Los Angeles**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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