**WALKME CUSTOMER SUBSCRIPTION AGREEMENT**

This Customer Subscription Agreement is by and between WalkMe, Inc., a company organized under the laws of Delaware with its principal place of business at 525 Market Street, 37th Floor, San Francisco, CA 94105 and its Affiliates (“**WalkMe**” “**We**” or “**Us**”) and [**Insert Customer Name**], [**Insert Customer Entity Type**], with its principal place of business at [**Insert Customer Address**] (“**Customer**” or “**You**”).

ALL USE OF THE SERVICES SHALL BE SUBJECT TO THE FEES, FEATURES, SCOPE, DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS WHICH ARE SPECIFIED UNDER EACH APPLICABLE TRANSACTION AGREEMENT AS EXECUTED WITH [**INSERT PARTNER NAME**] (“**WalkMe Partner**”) (the “**Transaction Agreement**”), WHICH YOU HAVE EXECUTED, SIGNED OR OTHERWISE AUTHORIZED IN CONJUNCTION WITH THE PURCHASE OF THE RIGHT TO USE THE SERVICES.

1. **Definitions.** In addition to any capitalized terms defined elsewhere in this Agreement, the following terms shall have the meaning set forth opposite each such term:
   1. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a party, where “**control**” means the direct or indirect ownership of more than 50% of the voting securities or other ownership interest of such entity or party.
   2. “**Confidential Information**” means any non-public, proprietary information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include, but is not limited to, trade secrets, patents and patent applications, copyrights, inventions, ideas, processes, formulas, software, source and object codes, data, programs, works of authorship, know-how, improvements, discoveries, developments, designs, materials, techniques and test results, development, products, marketing and selling, business plans, budgets, unpublished financial statements, licenses, prices and costs, and information about the Disclosing Party’s employees, Affiliates, suppliers and customers. Confidential Information does not include information that is: (a) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of negligence by the Receiving Party; (b) already known to the other Receiving Party prior to its receipt from the Disclosing Party, as evident by written records; (c) independently developed at any time by the Receiving Party without use of the Confidential Information received hereunder; (d) rightfully obtained by the Receiving Party from other unrestricted sources, as evident by written records; or (e) disclosed with the prior written permission of the Disclosing Party.
   3. “**Customer Data**” means information, data, and other content that is provided by or received from Customer or an End User by or through the Subscription Services, as well as Customer's copyrighted work and/or Customer’s Confidential Information. Customer Data specifically excludes WalkMe's Confidential Information and WalkMe Intellectual Property.
   4. "**End User(s)**" means all individuals who access the application listed on an applicable Transaction Agreement and for whom the WalkMe Snippet loads.
   5. "**Personal Information**" or "**Sensitive Information**" shall have the meaning given in the Privacy Policy.
   6. "**Privacy Policy**" means WalkMe's Privacy Policy available at https://www.walkme.com/privacy-policy/.
   7. "**Professional Services**" means the professional services agreed to between the Parties and detailed in an applicable Transaction Agreement or otherwise agreed to in writing (Professional Services may include implementation services, training etc.).
   8. "**Service(s)**" means the Subscription Services, Professional Services, Support Services and any other service provided by WalkMe, its Affiliates, partners or subcontractors and detailed in an applicable Transaction Agreement.
   9. “**Subscription Services**” means the WalkMe Software-as-a-Service products listed in an applicable Transaction Agreement, including all software hosted or made available by or on behalf of WalkMe in order to provide such WalkMe Software-as-a-Service products, including without limitation Third Party Software, and updates and new versions thereto, to the extent made available to Customer.
   10. “**Support Services**” means WalkMe’s standard customer support services at the support levels Customer purchases in accordance with the applicable WalkMe Service Level Agreement, attached hereto as **Exhibit A**, which may be updated by WalkMe from time to time in its sole discretion.
   11. “**Updates and New Version/s**” shall mean a modification to the Services which incorporates corrections of errors and/or which provides functionality or performance improvements or enhancements. Updates and New Versions are usually designated as a change in the version number to the right of the decimal point (from x.1 to x.2).
   12. “**WalkMe Snippet™**” means the JavaScript tag that is on a webpage and loads the Subscription Services to the webpage.

* 1. “**WalkThrus™**” means a series of interactive tips/balloons providing End Users online guidance assisting End Users to act, react and progress through a business process.

1. **Rendering the Services.**
   1. **Provision of Services.** Subject to the timely payment of applicable fees specified under the applicable Transaction Agreement, and subject to the terms and conditions of this Agreement, WalkMe grants Customer the non-exclusive, non-transferable, non-sublicensable limited right to access and use the Services in accordance with any applicable Transaction Agreement and this Agreement. The Customer’s use of the Services is contingent upon Customer’s acceptance and compliance with this Agreement. All use of the Services shall be subject to the terms and conditions of this Agreement and the fees, features, modules, scope, duration and such additional terms and conditions specified in the applicable Transaction Agreement. Customer shall remain liable for any violation of this Agreement by any Affiliate and/or End Users that may access and/or use the Services.
   2. **Third Party Software**. Certain portions of software which are made available with the provision of the Subscription Services may be subject to "open source" or "free software" licenses ("**Third Party Software**"). Such Third Party Software is not subject to the terms and conditions of this Agreement, but is made available under the terms and conditions that accompany such Third Party Software. Upon Customer’s written request, WalkMe will make the Third Party Software licenses available to the Customer and Customer is responsible for complying with all obligations under such license.
   3. **Updates and New Version/s**. WalkMe may, from time to time and in its sole discretion, provide the Customer with Updates and New Versions. If any Update or New Version materially diminishes the functionality of the Subscription Services, Customer may terminate this Agreement by providing written notice within fourteen (14) days of the Update or New Version.
   4. **Support**. During the term of this Agreement, provided that the Customer pays the applicable fees specified under the applicable Transaction Agreement, if any, WalkMe Partner (to the extent authorized) shall provide support for the Subscription Services as in the scope and manner specified under the Transaction Agreement and in accordance with the Service Level Agreement attached hereto as **Exhibit A** (“**Support Services**”), unless otherwise specified in the applicable Transaction Agreement.
2. **Professional Services**.
   1. If the Transaction Agreement includes the provision of Professional Services, the following terms shall also apply:
      1. The Professional Services shall be provided during regular working hours and on business days unless otherwise agreed in writing between the Parties.
      2. In the event that WalkMe’s personnel (including employees, consultants, Affiliates and service providers) (collectively “**WalkMe Personnel**”) use equipment provided by Customer, WalkMe Personnel shall only use such equipment in accordance with reasonable instructions from the Customer.
      3. WalkMe Personnel providing the Professional Services shall work together with a point of contact provided by Customer.
      4. Without derogating from Section ‎6 below, any work product or deliverable made, created or conceived by WalkMe Personnel as part of the Professional Services shall vest in WalkMe unless explicitly stated in Section 6 below.
      5. WalkMe shall not be liable for any damage to property as a result of its Professional Services unless made as a result of gross negligence or willful misconduct.
3. **Privacy and Data Protection**
   1. WalkMe shall use, process, retain, collect and delete information provided to it as part of the Services (including Personal Information), solely in accordance with its Privacy Policy, applicable law and reasonable instructions from Customer. Executing this Agreement and/or any Transaction Agreement constitutes acceptance of WalkMe's Privacy Policy.
   2. WalkMe shall have in place during the term of this Agreement, 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 (“**WalkMe's Information Security Program**”).
   3. WalkMe shall maintain security measures in accordance with WalkMe’s Information Security Program including encryption of data, virus detection and firewall utilization.
   4. WalkMe shall ensure that any subcontractor it uses to provide the Service has in place substantially similar security safeguards and controls.
4. **Customer Obligations.**
   1. **Usage Limits**. The Services are subject to certain usage limits as detailed in the applicable Transaction Agreement. Unless otherwise specified, a usage quantity listed in an applicable Transaction Agreement refers to End Users and the Services may not be accessed by more than that number of End Users in any given calendar month.
   2. **Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of or access to the Services. The Services are not intended for End Users under the age of sixteen (16). Customer will ensure that it does not allow any person under the age of sixteen (16) to use the Services. Customer will promptly notify WalkMe of any unauthorized use of or access to the Services.
   3. **Restricted Uses.** Other than the rights expressly specified hereunder, no other rights or interest whatsoever in the Services and/or any component thereof, are transferred or granted to Customer. Without limiting the foregoing, Customer may not: (a) use the Services for purposes other than the purposes explicitly set forth in this Agreement or the applicable Transaction Agreement; (b) copy, modify, or create derivative works or improvements of the Services; (c) reverse engineer, de-compile, disassemble or otherwise attempt to access the source code of the Services; (d) rent, lease, lend, sell, sublicense, assign, distribute, or transfer in whole or in part the right to use the Services or any part thereof; (e) bypass or breach any security device or protection used by the Services; (f) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or that contain, transmit, or activate any harmful code; (g) use the Services in any illegal manner or in any way that infringes the right of any third party; (h) access or use the Services for purposes of competitive analysis or any other purpose that is to WalkMe’s detriment or commercial disadvantage; (i) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or WalkMe’s provision of the Services to any third party, in whole or in part; or (j) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services including any copy thereof.
5. **Proprietary Rights**.
   1. **WalkMe Intellectual Property Rights.** Except as expressly set forth herein, WalkMe and its Affiliates reserve all right, title, and interest in and to WalkMe trademarks, Services (including all technology or software underlying the Services, any and all adaptations, modifications, enhancements, or improvements thereto, and the data regarding the usage thereof) and all other related intellectual property rights (collectively “**WalkMe Intellectual Property**”). For the avoidance of any doubt, the look and feel and copyrighted works pertaining to the Services including design to outputs of the Services and any copyrights to the WalkThrus™ shall remain the property of WalkMe.
   2. **Customer Intellectual Property Rights.** Except as expressly set forth herein, Customer reserves all right title and interest in and to the Customer Data and Customer’s trademarks and all intellectual property rights related thereto. 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 under Customer’s intellectual property rights to access and use the Customer Data and any other data or information otherwise made available to WalkMe and its Affiliates to provide the Services to Customer pursuant to this Agreement and any applicable Transaction Agreement.
   3. **Suggestions**. WalkMe may, at its discretion and for any purpose, freely use, modify, and incorporate into its Services any feedback, comments, or suggestions Customer or End Users send to WalkMe without any obligation to Customer or End User.

1. **Confidentiality.**
   1. **Protection of Confidential Information**. All Confidential Information delivered, made available or otherwise acquired pursuant to this Agreement shall (a) 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; (b) be maintained in strict confidence using the same degree of care that the Receiving Party takes to protect its own confidential information, but no event less than reasonable care; (c) may only be disclosed to those employees, Affiliates, contractors and/or service providers of Receiving Party who have a need to know in connection with purposes consistent with this Agreement, and only where such employees, Affiliates, contractors and/or service providers are bound by a written obligation of confidentiality no less restrictive as those set forth herein; and (d) 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 Privacy Policy.
   2. **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 (a) 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 (b) 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.
   3. **Expiration**. The provisions of this Section 7 shall survive the natural expiration or termination of this Agreement for any reason for a period of three (3) years.

1. **Fees & Payment.**
   1. **Services Fees**. In consideration for the rights and Services granted and/or to be provided under this Agreement, Customer shall pay to WalkMe Partner the fees specified under the applicable Transaction Agreement in accordance with the payment and other terms specified thereunder.
2. **Term, Termination and Suspension of Service.**
   1. **Term.** This Agreement commences on the Effective Date and will remain in effect for the period specified under the Transaction Agreement, unless otherwise terminated in accordance with the provisions herein.
   2. **Termination.** Either WalkMe or Customer may terminate this Agreement 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. A “**material breach**” shall include, without limitation: (a) any failures by Customer to pay any amounts due; and (b) any breach by either Party of Section ‎5.3 and/or Section ‎7.
   3. **Effects of Termination.**  In any event of termination of this Agreement by either Party:
      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.
      2. WalkMe shall provide Customer access to its account, at no additional fees, for a period of ninety (90) days following notice of termination or expiration of the Agreement, so that Customer may export any stored data; and after a commercially reasonable period of time (as detailed in the Privacy Policy), WalkMe may delete any stored data relating to Customer’s account.
      3. 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 ‎6, Section ‎7, Section ‎10, and Section ‎11.
   4. **Suspension of Service**. WalkMe reserves the right to monitor the use of the Subscription Services 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 if:
      1. WalkMe receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires WalkMe to do so; or
      2. WalkMe believes, in its reasonable discretion that Customer or an End User’s is engaged in, or WalkMe reasonably believes is engaged in, conduct that violates the terms of any relevant agreement with WalkMe, applicable law or third party right; or
      3. WalkMe believes, in its reasonable discretion that any third party has, or WalkMe in good faith suspects has, gained unauthorized access to any portion of the Subscription Services using any credential issued by WalkMe to Customer or its End Users.

Suspension of Customer’s or any other person’s access to the Services under this Section ‎9.4 is without prejudice to any other rights or remedies available to WalkMe, whether at law, in equity or under this Agreement,

1. **Indemnification; Disclaimer of Warranty; and Limitation of Liability**.
   1. **Indemnification**
      1. Indemnification by Customer. Customer will indemnify, defend, and hold harmless WalkMe and its Affiliates from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys’ fees) arising out of any claim by a third party against WalkMe to the extent the claim is based on an allegation that the Customer Data, Customer’s websites or software or Customer’s use of the Services beyond the rights granted to Customer under this Agreement infringes or misappropriates any copyright, trade secret, U.S. patent, trademark or privacy right of the third party.
      2. Indemnification by WalkMe. WalkMe will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, costs (including settlement costs and reasonable attorneys’ fees) arising out of any claim by a third party against Customer to the extent the claim is based on an allegation that the Services infringe or misappropriate any copyright, trade secret, U.S. patent, or trademark right of the third party. Without limiting the foregoing, in the event that the Services or any part thereof is likely to, in WalkMe’s sole opinion, or do become the subject of an Infringement Claim, WalkMe may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, or (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) terminate the Agreement and any outstanding Transaction Agreement and refund to Customer fees paid by Customer 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 Services due to such third party claim and the remaining days in the current subscription term. In no event will WalkMe have any obligations or liability under this Section ‎10.1.2 arising from: (i) use of any Services in a modified form or in combination with materials not furnished by WalkMe and (ii) any content, information, or data provided by Customer, End Users, or other third parties.
      3. Indemnification Procedure. The Party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability, make payments or suffer some other adverse consequence requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE WALKME AND CUSTOMER’S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

* 1. **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal authority to do so. WalkMe warrants to Customer that (i) its performance hereunder will not conflict with any other agreements (including any non-competition or confidentiality agreements) with third parties, (ii) during the Term, the Subscription Services will substantially conform to the specifications as set forth in the Transaction Agreement, and (iii) 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.
  2. **Disclaimers.** EXCEPT AS EXPRESSLY STATED IN SECTION ‎10.2, THE SERVICES ARE PROVIDED “AS IS” AND NEITHER WALKME NOR ITS AFFILIATES, SUBCONTRACTORS, PARTNERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.
  3. **Limitation on Indirect Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR WALKME’S OR CUSTOMER’S INDEMNIFICATION OBLIGATIONS, NEITHER CUSTOMER NOR WALKME AND ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
  4. **Limitation on Amount of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY’S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

1. **Miscellaneous.**
   1. **Entire Agreement**. This Agreement, including all exhibits hereto, constitute the entire agreement between Customer and WalkMe with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement.
   2. **Governing Law and Jurisdiction**. The Agreement will be governed by the laws of Israel except for its conflicts of laws principles and each Party agrees to the exclusive jurisdiction of the courts in Tel Aviv, Israel.
   3. **Severability**. 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.
   4. **Notice**. 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 herein. A copy of notices to WalkMe shall also be sent to legal@walkme.com.
   5. **Waiver**. 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 (a) constitute waiver of such term, condition or obligation, (b) preclude such Party from requiring performance by the other Party at any later time, or (c) be deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.
   6. **Assignment**. 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. Notwithstanding the above, such consent shall not be required, 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.
   7. **Relationship of Parties**. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.
   8. **Force Majeure**. 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).
   9. **No-Third Party Beneficiaries**. Except to the extent required by applicable law, there are no third-party beneficiaries under this Agreement.
   10. **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 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.

**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. [Insert Customer Name]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

**Service Level Agreement**

1. **Definitions**. Capitalized terms set forth in this Service Level Agreement and not defined below shall have the meanings assigned to them in the WalkMe Master Subscription Agreement.
   1. “**Coverage Period**”meansthe 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.
   2. “**Downtime**” means the WalkMe Editor is not available to Customers and/or the WalkMe Player is not available to End Users.
   3. “**Excused Downtime**” means any Downtime caused by (i) planned Downtime (of which WalkMe shall provide reasonable prior notice to Customer); (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 Transaction Agreement; (iii) Customer’s use of the Subscription Services outside the scope permitted or intended by the applicable Master Subscription Agreement and/or Transaction Agreement; 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), computer, telecommunications, Internet, or 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 both by an announcement on the WalkMe Editor log-in screen as well as by an email to the email address associated with such Customer’s WalkMe Editor account.
   4. “**Potential System Availability**" means the amount of time that the WalkMe Player or WalkMe Editor should each 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).
   5. “**System**” means the WalkMe Player and the WalkMe Editor, collectively.
   6. “**System Availability**” means the percentage of time that the WalkMe Player or WalkMe Editor are each available in a Coverage Period. System Availability is calculated in minutes and equals *y* (as expressed as a percentage) and *y* is equal to (Potential System Availability – Downtime)/(Potential System Availability).
   7. “**Target Availability**” means the guaranteed availability standards included in the Target Availability Table below.
   8. “**WalkMe Editor**” means the module in the Subscription Services that allows for the creation of the Walk-Thrus TM and other WalkMe-generated content.
   9. “**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 (24x7x365), including technical support experts, who will help the Customer reach its business goals and operation objectives (“**Support Services**”). WalkMe will also provide the Customer with online access to its knowledge base and other technical resources at <https://support.walkme.com>. The Customer may contact the WalkMe Support Services by email (support@walkme.com) and/or reach the Support Services at the following telephone numbers:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Support Services Telephone Numbers | | | | |
| U.S.  1-855-4-WalkMe | Australia  1-800-1423-75 | France  0-800-906-440 | Germany  0-800-1122-881 | UK  0-800-0885-101 |

1. **Target Availability Levels**

|  |  |
| --- | --- |
| WalkMe Player and Editor Availability Measure Standards | |
| WalkMe Player Target Availability | 99.95% |
| WalkMe Editor Target Availability | 99.9% |

1. **Support Response and Resolution Times**

|  |  |  |  |
| --- | --- | --- | --- |
| Response Time | Target Resolution Time | Severity | Description of Defect |
| Up to 1 hour | 4-5 hours | Critical (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 damage 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 | 1 day | High  (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 exists with an acceptable workaround. |
| Within 24 hours | 1-2 days | Medium  (Priority 3) | The defect does not seriously affect business operations, causing some minor interruptions. The System is operative with some limitation on minor functions, or minor batch functions are inoperative. |
| Within 72 hours | 1-3 days | Low  (Priority 4) | * Minor mismatch of the specification or aesthetic aspect of the System, which does not impact the usability or effectiveness of the System. * Simple questions and requests, which do not affect the System functionality (e.g. documentation issues, feature requests, general questions, etc.). |

1. **Service Credits**
   1. If the System Availability of the WalkMe Player or WalkMe Editor 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 or a refund if no additional invoice will be issued. These Service Credits are Customer’s sole remedy for any Downtime Events.
   2. The Service Credits will be calculated using the Weighting Factors set forth in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Service Metric |  | Service Level | Weighting Factor |
| **WalkMe Player** |  | Less than 90% Availability | 80% |
|  |  | 90.0 – 96.9% Availability | 70% |
|  |  | 97.0% – 98.5% Availability | 50% |
|  |  | 98.6% - 99.95% Availability | 10% |
|  |  | > 99.95% Availability | 0% |
|  |  |  |  |
| **WalkMe Editor** |  | Less than 90% Availability | 80% |
|  |  | 90.0 – 96.9% Availability | 70% |
|  |  | 97.0% – 98.5% Availability | 50% |
|  |  | 98.6% - 99.99% Availability | 10% |
|  |  | > 99.99% Availability | 0% |