

## END USER LICENSE AGREEMENT – COMMERCIAL USE

This End User License Agreement (the "**Agreement**") is made between you (both the individual using the License (defined below) granted under this Agreement and/or otherwise using the Company's platform for creating interactive on-screen 'Walk-Thrus', known by the name WalkMe System, as described at [www.walkme.com](http://www.walkme.com) (the "**Software**"), and any legal entity on whose behalf such individual is acting) (hereinafter: "**You**" or "**Your**" or "**Licensee**") and WalkMe Ltd. of 10 HaUmanin Street, Tel Aviv ("**Company**"). The aforementioned parties shall also be known collectively as "**Parties**" and individually as a "**Party**".

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING, AND/OR BEFORE USING THE SOFTWARE, OR ANY PART THEREOF. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO USE AND/OR LOG-IN TO THE SOFTWARE CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. YOUR USE OF THE SOFTWARE IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST IMMEDIATELY CEASE ALL USE OF THE SOFTWARE.

### IMPORTANT NOTES:

**ALL USE OF THE SOFTWARE SHALL BE SUBJECT TO THE SPECIFICATIONS, FEES, FEATURES, SCOPE, DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS, WHICH ARE SPECIFIED UNDER THE CORRESPONDING COMPANY LTD ORDER FORM & AGREEMENT ("COMMERCIAL AGREEMENT"), ATTACHED AND INCORPORATED BY REFERENCE TO THIS AGREEMENT AS "EXHIBIT A", WHICH YOU HAVE EXECUTED, SIGNED OR OTHERWISE AUTHORIZED IN CONJUNCTION WITH THE PURCHASE OF THE RIGHT TO USE SOFTWARE. THE TERMS AND CONDITIONS OF THE COMMERCIAL AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT, AND ANY REFERENCE TO "AGREEMENT" SHALL ALSO REFER TO THE COMMERCIAL AGREEMENT.**

### 1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth opposite each one of them:

**"Confidential Information"** – means any proprietary information of either Party ("**Disclosing Party**") disclosed to the other Party hereto ("**Receiving Party**") including without limitation, information relating to either party's products, technology, know-how, specifications, and concepts; as well as information of business and commercial nature, of either party, all in any form or medium whatsoever including in written, physical, digitalized, oral or visual form. "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) demonstrably 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 its written records; or (e) disclosed with the prior written permission of the Disclosing Party.

**"Updates and New Version/s"** - shall mean a modification to the Software, which incorporates corrections of errors and/or which provides functional or performance improvements or enhancements. Updates and New

Version are usually designated as a change in the version number to the right of the decimal point (from x.1 to x.2).

## **2. Grant of License**

2.1. **Scope of License:** Subject to the timely payment of applicable fees specified under the Commercial Agreement, and subject to the terms and conditions of this Agreement, Company hereby grants to Licensee, a non-exclusive, non-transferable, license, without right to sub-license, for the term specified under the **Commercial Agreement** to use the Software in connection with Licensee's own domains in the scope and manner specified under the Commercial Agreement, and subject to the payment of the corresponding consideration specified under the Commercial Agreement.

2.2. **Restrictions:** Other than the rights expressly licensed hereunder to Licensee, no other rights or interest whatsoever in the Software and/or any component thereof, are transferred or granted to Licensee. Without limiting the foregoing, Licensee may not: (i) use the Software for purposes other than the purposes explicitly set forth hereunder; (ii) reverse engineer or de-compile, modify or revise the Software or any part thereof, or create derivative works thereof; (iii) sub-license or resale the Software or any part thereof.

2.3. **Third Party Software:** Certain portions of software provided with the Software (by way of example only - JQuery) 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 licensed under the terms and conditions of the license that accompanies such Third Party Software.

## **3. Support**

3.1. **Scope:** During the term of this Agreement, provided that the Licensee pays the applicable annual support and maintenance fees specified under the Commercial Agreement, if any, the Company shall provide support for the Software as in the scope and manner specified under the Commercial Agreement ("Support Services").

3.2. **Exclusions:** The Support Services do not include providing services in the event the Software, or any part or component thereof: (i) have been subject to misuse, negligence, accident or improper installation, use or maintenance by anyone other than Company, or; (ii) have been used in a manner for which it was not intended, or not in compliance with its specifications; and (iii) have been installed on or incorporated in products or environment other than as expressly set forth under this Agreement (including all exhibits thereto) or as otherwise expressly approved in writing by the Company.

## **4. Consideration**

In consideration for the rights and services granted and/or to be provided under this Agreement, Licensee shall pay to Company the fees specified under the Commercial Agreement in accordance with the payment and other terms specified thereunder.

5. **Proprietary Rights.** Except with respect to Third Party Software (as defined above), Company owns and shall retain all rights, including all intellectual property rights, in and to the Software, and any and all adaptations, modifications, enhancements, or improvements thereto made by either Party, and in and to Company's Confidential Information. To remove any doubt, any content developed by Licensee using the Software will be the property of the Licensee.

## **6. Indemnification Disclaimer of Warranty; Limitation of Liability.**

6.1. **Indemnification.** Company shall defend, indemnify and hold harmless Licensee, from and against any and all damage, cost and expenses (including reasonable attorneys' fees) finally awarded by a competent court, which incurred as a result of any claim, suit or proceeding brought against any of them based on a claim that the Software infringes upon intellectual property rights or for any other claim related to Third Party Software related to Section 2.3 above; provided that Licensee has notified Company promptly in writing of such claim, and gave the Company the authority, information, and assistance (at Company's expense) to control and handle the claim or the defense of any such suit, proceeding or settlement. The above indemnification shall be the sole remedy to which Licensee shall be entitled in connection with the foregoing.

The foregoing in Section 6.1 shall not apply to the extent that the infringement arises: (i) from the use of the Software (or any component thereof) in a manner for which it was not intended or not authorized under this Agreement; or (ii) not in compliance with the documentation and specifications thereof.

6.2. **Limitation of Liability.** Except for claims of willful misconduct, gross negligence, or any breaches of section 7 (Confidentiality), in no event shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages of any nature or kind whatsoever, including but not limited to lost profits, lost revenues, or loss of goodwill in connection with or arising out of this agreement, even if the other party has been advised of the possibility of such damages. Except for any claims based on third party software the Company has integrated into the software, in no event shall either party's aggregate liability under this agreement exceed the aggregate fees actually paid to Company hereunder during the 12 months period preceeding the respective applicable claim.

6.3. **Disclaimer of Warranty.** Notwithstanding any obligations to provide ongoing support or updates to the software, Licensee acknowledges that to the extent at all permitted by the applicable law, the Company disclaims any and all warranties relating to the Software and any related materials, whether express or implied, of merchantability and fitness for a particular purpose.

## 7. **Confidentiality**

7.1. **Internal Disclosure:** Each Receiving Party shall maintain the confidentiality and sensitive nature of the Disclosing Party's Confidential Information and shall not disclose to any third party any Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information to its own personnel, agents and officers having a legitimate need-to-know regarding such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as the Confidential Information terms of this Agreement, and the Receiving Party shall use Confidential Information only if and as required for the purpose of this Agreement.

7.2. **Safeguarding:** The Receiving Party shall take all reasonable precautions necessary and appropriate to guard the confidentiality of the Confidential Information.

7.3. **Expiration:** The provisions of this Section ~~7.7~~ shall survive the natural expiration or termination of this Agreement for any reason for a period of 3 (three) years thereafter.

## 8. **Term and Termination**

8.1. **Effective Date:** This Agreement shall come into force upon the most recent execution date on either Party's signature block in the Commercial Agreement ("Effective Date") and remain in force for the period specified under the Commercial Agreement, unless sooner terminated pursuant to the terms of this Agreement.

8.2. **Material Breach:** In case of a material breach of this Agreement by either Party not remedied within fifteen (15) days from the other Party's notice thereof, or in case either Party should become bankrupt or insolvent and such event has not been challenged within sixty (60) days of filing, the other Party shall have the right to terminate this Agreement upon written notice with immediate effect. A "material breach" shall include: (a) any failures by Licensee to pay any amounts due; (b) any failure by Company to provide technical support, uptime, and maintenance as required by this Agreement and the WalkMe SaaS Service Level Agreement attached to this Agreement as "Exhibit B", breaches of Third Party Software, and any failures or decreases in performance in Licensee's software due to the Software; and (c) and breaches by either Party of Sections 6, 7, and 9.

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

(a) All licenses and rights granted hereunder shall immediately expire and any and all use and/or exploitation by Licensee and/or on its behalf of the Software, and any part thereof, shall immediately cease and expire.

(b) 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 Sections 5, 6.2, 7-3.

**9. Miscellaneous**

9.1. 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, telefacsimile or electronic mail and shall be effective upon receipt or, if sent by email, upon proof of being sent. When the notice is sent by telefacsimile or electronic mail, the sender shall confirm the notice by also sending the notice by courier or registered letter.

9.2. Assignment: Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not 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.

9.3. Dispute Resolution: This Agreement and any disputes arising under or related to this Agreement shall be governed by and construed in accordance with U.S. federal law and the laws of the State of California, without reference to its conflict of law principles. Any such dispute shall be resolved exclusively in the state or federal courts in the County of San Francisco, California. Both Parties agree to submit to the personal jurisdiction and venue of the courts of the State of California for any legal proceeding involving the Software and this Agreement, regardless of who initiated the proceeding.

9.4. Survivability: If any clause or provision set forth in this Agreement is determined to be illegal, invalid, or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

9.5. Entirety of Agreement: This Agreement and any attachments hereto, constitute the entire agreement between the Parties as to the subject matter hereof, and supercedes all prior and/or contemporaneous agreements, representations, and understandings between them, whether oral or in writing. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, or employment relationship between the Parties, and neither Party shall have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.

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