

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.20
(ID # 25786)

MEETING DATE:
Tuesday, September 10, 2024

FROM : PROBATION

SUBJECT: PROBATION DEPARTMENT: Approve the Sales Order Agreement with Monday.com, Ltd for 100 Project Management Software Licenses, for three years (3); All Districts; [Total Aggregate Cost \$183,888; 100% Department Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Sales Order Agreement with Monday.com, Ltd. for 100 Project Management Software Licenses, for a total aggregate amount not to exceed \$183,800, effective October 1, 2024, through September 30, 2027; and Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments to the agreement, including modifications of the scope of services that stay within the intent of the Agreement; and (b) issue Purchase Orders for the goods and services that do not exceed the approved amounts.


ACTION:


Christopher Wright, Chief Probation Officer 9/3/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 10, 2024
xc: Probation

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$54,288	\$57,600	\$183,888	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Department Budget			Budget Adjustment:	No
			For Fiscal Year: 24/25 –	
			26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

As part of the Probation Department’s 5-Year Strategic Plan, the department has been collaborating with Monday.com over the past year to implement their project management software. This initiative aims to achieve annual breakthrough goals aligned with the department’s mission, vision, values, and the Riverside County Strategic Vision for 2030. The software enhances the department’s efficiency in strategy deployment, project management, and client service quality, focusing on managing the department’s strategic projects.

Monday.com centralizes all department projects, managing complex tasks and enhancing team communication. It facilitates document management, tracks employee resources, creates project workflows, includes budget management, and provides dashboards for data and key performance indicators. This ensures resource and budget allocation to each project, improving service delivery to both internal and external clients, and supporting the department’s 5-Year Strategic Plan goals.

Impact on Residents and Businesses

The software’s implementation will benefit Riverside County by aiding client reintegration, upholding crime victims’ rights, and enhancing client safety, significantly contributing to the community.

Additional Fiscal Information

Funding for the agreement has been allocated through the normal County budget process for FY2024/2025. No budget adjustments are necessary.

Period	Amount
July–September 2024 (current agreement)	\$11,088
October 2024 – June 2025	\$43,200
Total FY2024/2025	\$54,288
Total FY2025/2026	\$57,600

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STATE OF CALIFORNIA**

Period	Amount
Total FY2026/2027	\$57,600
Total FY2027/2028	\$14,400

Contract History and Price Reasonableness

In July 2023, the Probation Department solicited quotes from three vendors (Monday.com, Wrike, and Smartsheet) for 100 project management software licenses. Monday.com was the lowest bidder at \$44,352 for 12 months.

On August 28, 2023 RCIT approved the purchase of these 100 licenses from Monday.com via their H-11 process.

Over the past year, the department has trained 54 users and is currently managing over 30 strategic projects using the software. The Probation Department aims to expand software use to other department areas and seeks to renew the agreement with Monday.com for the next 36 months to achieve the department's goals and to secure pricing at the currently proposed rate.

ATTACHMENTS:

Sales Order Agreement for 100 Project Management Software Licenses Between County of Riverside Probation Department and Monday.com, Ltd.


Melissa Curtis, Deputy Director of Purchasing and Fleet 9/3/2024

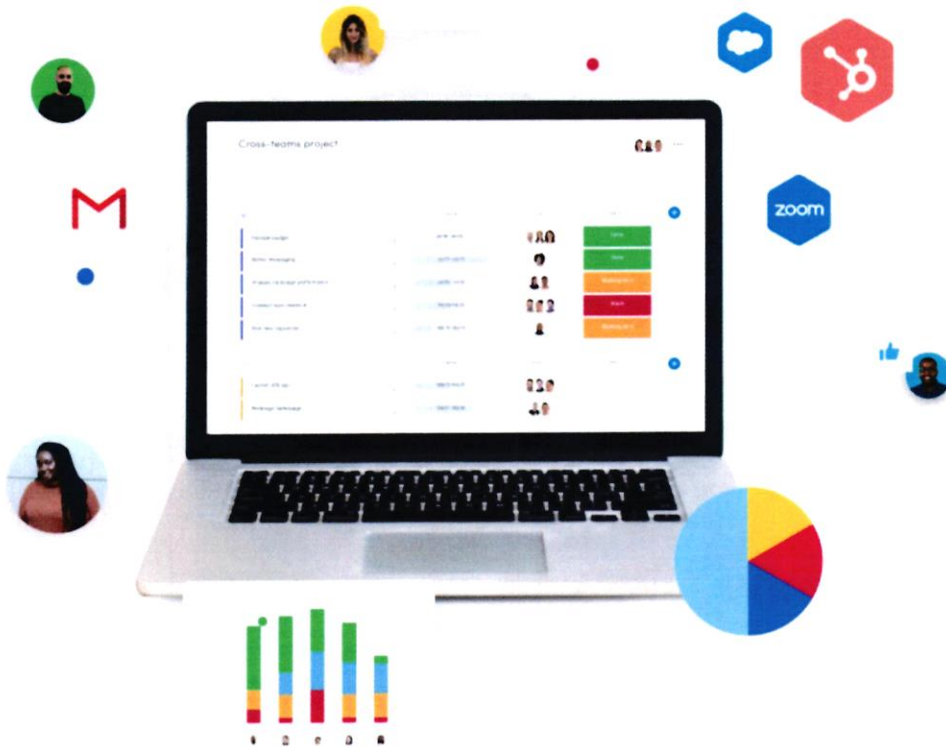

Rebecca S Cortez, Principal Management Analyst 9/4/2024

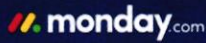

Michelle Paradise, ACEO 9/4/2024


Aaron Gettis, Chief of Deputy County Counsel 9/4/2024



Sales Order for Riverside County Probation Department





Thanks again for the opportunity to present this proposal. Below, please find our proposed solution and its expected business impact. We have also included our recommended implementation, training and pricing plans. I look forward to hearing from you. Please let me know if you have any questions.

Sincerely,
Paul Harriman

About monday.com

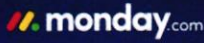
monday.com is a Work OS, where teams plan, run and track their processes, projects, and everyday work seamlessly.

Teams can shape any workflow, code-free, within minutes, automate manual work and push projects forward, while connecting distributed teams and strengthening remote collaboration.

The platform's features include: customizable workflow templates, time tracking, automations, data dashboards, and integrations with popular tools. Thousands of companies around the world connect their teams on monday.com

Trusted by 186K+ customers, across 200+ industries, from 200+ countries





monday.com Ltd
 6 Yitzhak Sadeh St., Tel-Aviv, Israel
 6777506, Israel
 Tel.: 077-3180262
 Fax: 077-3180262
 Company Number: 514744887

To: Olivia Serna
Bill-To Name: Riverside County Probation Department
Tax ID: 95-6000930

Bill-To Address:
 3960 Orange Street, Suite 600,
 Riverside, California, 92501,
 United States
Sales Rep: Paul Harriman
 MO-391948

Sold-To Name: Riverside County Probation Department
Sold-To Address:

3960 Orange Street, Suite 600,
 Riverside, California, 92501,
 United States

Order Date: Sep 30, 2024
Valid Date: Sep 30, 2024

If this Sales Order is not returned signed by Customer by Sep 30, 2024, this offer expires.

Pricing Summary

Services	Type	List Price	Quantity	Duration	Plan Period	Start Date	End Date	Discount %	Net Price
Work Management - Enterprise	Recurring	\$52.00	100 Seats	36	Yearly	Sep 30, 2024	Sep 29, 2027	7.69%	\$172,800.00
Customer Success Manager Plan: Gold 10 Strategic Touchpoints + 15 Consulting Hours (Per Year)	One Time	\$0.00	1	36		-	-	0%	0
Total List Price									\$187,200.00
Discount									7.69%
Total Net Price									\$172,800.00

Billing and Payment Terms.

Payment terms: Net 30

Unless otherwise set forth in this Sales Order, all fees hereunder shall be billed upon execution of this Sales Order.

Split Invoices Fees under this Sales Order related to items which are designated as Recurring in the Pricing Summary herein and for which Customer has purchased multiple annual subscription periods of the respective item shall be invoiced annually (i.e. the fees shall be divided into annual payments and monday.com shall invoice Customer annually upon the anniversary date of this Sales Order for such annual fees (or pro-rata portion of the annual fees if the last invoice for the subscription term is for a period less than 12 months); provided that each respective invoice is for an amount greater than \$5K (or an equivalent amount if another currency is used in this Sales Order) ("**Split Invoice Threshold**"). In event that an invoice for the respective annual period of the subscription purchased hereunder would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this Sales Order (if any) will be invoiced with the first annual invoice unless otherwise set forth in this Sales Order.

If you require a purchase order number to be quoted on the invoice, please provide a copy of the applicable purchase order. Please confirm your point of contact to which invoices should be sent (preferably, an accounts payable email address).

Taxes. This Sales Order does not reflect any applicable taxes that may arise as a result of this Sales Order. If monday.com is registered to collect



and remit such applicable taxes (e.g. sales tax, VAT, etc.) monday.com will set forth such taxes in the applicable invoice related to this Sales Order. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this Sales Order may be relied upon by monday.com for purposes of calculating such taxes.

*If you are exempt from paying sales tax please provide a valid tax exemption certificate.

Fees. Except as explicitly set forth under this Sales Order or the Agreement (as such term is defined below), the fees under this Sales Order are non-cancelable and non-refundable. Any discounts specified under this Sales Order are given solely for this Sales Order and unless specifically agreed in writing otherwise shall not apply for any future orders, including renewals, expansions or upgrades.

Governing Terms. This Sales Order for the monday.com services described above ("Services") is issued under and shall be governed by monday.com's Terms of Service available at: <https://monday.com/terms/tos> ("Terms") and any addendum thereto entered into by the customer identified above ("Customer") and monday.com ("Addendum"); however, if a SaaS agreement was signed by the parties in respect of the Service ("SaaS Agreement") then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the SaaS Agreement (the SaaS Agreement, Terms and Addendum, as applicable, shall be referred to as "Agreement"). This Sales Order, the applicable Agreement and any exhibits or appendices therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

Specific Services Terms. Some Services and the provision thereof as identified in the relevant Services when enabling such Services and/or as designated on the Specific Services Terms available at: <https://monday.com/legal/sst/> ("Specific Services Terms") are subject to such Specific Services Terms which are specific to such Services, notwithstanding anything to the contrary under the Agreement.


Additional Services Terms. Services which are Additional Services and the provision of such Additional Services identified in this Sales Order (and any future purchases of Additional Services) which may include Professional Services, Consulting Services, Onboarding Services, Implementation Service, Technical Services, Premium Support Services, and/or such other additional services as identified in monday.com's Additional Services Terms available at: <https://monday.com/legal/monday-com-additional-services-terms/> ("Additional Services" and "Additional Services Terms" respectively) shall be governed by such Additional Services Terms, notwithstanding anything to the contrary under the Agreement. Additional Services may be performed by monday.com or by a third party on its behalf, as determined by monday.com in its sole discretion, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services to Customer.

Agreement Amendments

No Auto-Renewal: Notwithstanding anything to the contrary to in the Agreement, Customer and monday.com hereby agree that the Subscription Term shall not be automatically renewed, unless otherwise consented in writing by both Customer and monday.com, and in such case the Subscription Term shall terminate at the last day of the term set forth in this Sales Order unless otherwise agreed by the Parties.


Addendum to the Terms: Notwithstanding the above, the parties acknowledge and agree that this Sales Order is governed by the Terms as amended by the Addendum to the monday.com Terms of Service entered into by and between monday.com Ltd. and Riverside County dated Sep 27, 2023

Electronic Signatures. This Sales Order ("SO") may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this SO agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this SO. The parties further agree that the electronic signatures of the parties included in this SO are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

County of Riverside, a political subdivision of the State of California
By: 
Chuck Washington, Board of Supervisors
Dated: 9/10/2024

ATTEST: **KIMBERLY A. RECTOR**
Clerk of the Board
By: 
Deputy

Monday.com
Name: Eliran Glazer
Title: CEO
Date: 8/29/2024
Signature: 

APPROVED AS TO FORM:
Minh C. Tran
County Counsel
By: 
Braden Holly Deputy County Counsel

Terms of Service

Thanks for joining monday.com!

These Terms of Service along with any other terms and policies referenced herein, and are incorporated herein by reference and form an integral part hereof, as amended from time to time ("**Terms**") constitute a legally binding agreement as of the Effective Date (as defined below), governing your access, use, registration and receipt of: (i) www.monday.com and any related website owned or operated by monday.com ("**Sites**"); (ii) monday.com Services (as defined below) through the Sites, cloud, a mobile application or through any other means; and/or (iii) monday.com Additional Services (as defined below) and any ancillary services or products provided in connection with the Services. These Terms are between monday.com Ltd. (6 Yitzhak Sadeh St., Tel-Aviv 6777506, Israel) ("**monday.com**", "**us**", "**we**" or "**our**") and you, either individually, or on behalf of your employer or any other entity which you represent ("**you**" or "**your**"). monday.com may use its affiliates, including monday.com Inc. (111 East 18th Street, 13th Floor, New York, NY 10003 USA) and third party service providers to process and/or collect payment from you. In case you represent your employer or any other entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding these Terms, you agree to these Terms on behalf of your employer or the respective entity (as applicable), and these Terms shall bind your employer or such entity (as the case may be). PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY'S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; OR (II) IF YOU ARE AN ADMIN (AS DEFINED BELOW).

AS ELABORATED IN SECTION 2 BELOW, THERE ARE VARIOUS TYPES OF USERS IN THE SERVICES, THUS, EXCEPT WHERE INDICATED OTHERWISE "YOU" SHALL REFER TO CUSTOMER AND ALL TYPES OF USERS. YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY EITHER: (I) CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS; OR (II) REGISTERING TO, USING OR ACCESSING THE SERVICES, ADDITIONAL SERVICES, SITES OR monday.com MOBILE APPLICATION, WHICHEVER IS EARLIER (THE DATE OF SUCH REGISTRATION OR ACCEPTANCE BEING THE "**EFFECTIVE DATE**").

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THESE TERMS OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS, OR ACCESS OR USE THE SERVICES OR THE SITES OR monday.com MOBILE APPLICATION.

1. Our Services.

1.1. Our Services. The monday.com cloud based services includes our platforms, products, applications, application programming interface ("**API**"), tools, and any ancillary or supplementary monday.com products and services (including Upgrades (as defined below)), offered online and via a mobile application ("**Services**").

1.2. Modification or Discontinuation of Services. We may add, modify or discontinue any feature, functionality or any other tool within any Services and/or Sites, at our own discretion and without further notice, however, if we make any material adverse change in the core functionality of the Services, then we will notify you by posting an announcement on the Sites, via the Services and/or by sending you an email.

1.3. No Contingency on Future Releases and Improvements. You hereby acknowledge that your purchase of the Services and/or Third Party Services (as defined below) hereunder are not contingent on the delivery by us of any future release of any functionality, feature or service, including without limitation: (i) the continuance of certain Services or Additional Services (as defined below) beyond the current Subscription Term; (ii) the availability of Third Party Services, or (iii) dependency on any public comments we make, orally or in writing, regarding any future functionality, feature or service.

1.4. Ability to Accept Terms. If you access and use the Sites and/or the Services, you represent and warrant that you are at least sixteen (16) years old. The Sites and/or Services are only intended for individuals aged sixteen (16) years or older. We reserve the right to request proof of age at any stage so that we can verify compliance with this paragraph.

1.5. Technical Support and Committed Uptime. To the extent you purchased an eligible enterprise tier subscription, you will be entitled, in relation to the Services, to priority support and an uptime commitment by monday.com, in accordance with the [Service Level Agreement](#), as may be updated from time to time.

1.6. Specific Services Terms. Some Services may be subject to additional terms specific to such Services, feature or functionality therein as identified in the relevant Services when enabling such Services and/or as designated and available on the [Specific Services Terms](#) (“**Specific Services Terms**”). By accessing, enabling, using and/or purchasing any such Services subject to Specific Services Terms, such as the [WorkCanvas Terms and Conditions](#), [monday AI Beta Terms and Conditions](#), [HIPAA Business Associate Agreement](#) or such other Services, you agree and acknowledge that such terms are binding and governing your use of such Services.

1.7. Additional Services. You may purchase and/or receive additional services, subject to and as set forth in the [Additional Services Terms](#) (“**Additional Services**”), as may be updated from time to time.

2. Account Registration and Administration.

2.1. Account Registration. To register to the Services for the first time, you shall create an account for the Services (“**Account**”). By creating an Account and registering to use the Services you become, either individually or on behalf of your employer or any entity, on behalf of whom you created the Account, a monday.com customer (“**Customer**”). The first user of the Account is automatically assigned as an Account administrator (“**Admin**”). See Section 2.4 for additional details on Admin’s.

2.2. Your Registration Information. When creating an Account or when you are added into an Account and creating your user profile (“**User Profile**”), you: (i) agree to provide us with accurate, complete, and current registration information about yourself; (ii) acknowledge that it is your responsibility to ensure that your password remains confidential and secure; (iii) agree that you are fully responsible for all activities that occur under your Account, User Profile and password, including any integration or any other use of third party products or services (and associated disclosure of data) in connection with the Services; and (iv) undertake to promptly notify us in writing if you become aware of any unauthorized access or use of your Account or User Profile and/or any breach of these Terms. We may assume that any communications we receive under your User Profile have been made by you. You will be solely responsible and liable for any losses, damages, liability and expenses incurred by us or a third party, due to any unauthorized usage of the Account by either you or any other User or third party on your behalf.

2.3. User Verification. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User Profile. In the event that you or an Admin lose access to an Account or otherwise request information about an Account, we reserve the right to request from you or from an Admin (as the case may be) any verification and/or information, including in the form of a release, as we deem necessary in our sole discretion, before restoring or providing access to or providing information about such Account.

2.4. Account Admins. The Admin(s) of an Account are, severally and jointly, deemed as the authorized representatives of the Customer, and any decision or action made by any Admin, is deemed as a decision or action of Customer. An Admin may assign or add other members of the Account as Admins, which possess important privileges and controls over the use of the Services and the Account, including, without limitation: (i) control your (and other Users) use of the Account; (ii) purchase, upgrade or downgrade Services; (iii) create, monitor or modify Users' actions and permissions; (iv) manage the access to, control, remove, share posts or otherwise change, all or part of the Customer Data (as defined below); (v) assign certain privileges to such other Users (as defined below); and (vi) integrate or disable integration with Third Party Services. You also acknowledge that your Account can become managed by a representative of the entity that owns or controls the email address domain with which your Account was created or registered. Admin rights are further elaborated in this [Article in our Help Center](#).

2.5. Account Users. There are several types of Account users, such as guests, viewers, members and other types of users, all of whom are designated within the Services and referred to herein, collectively with the Admin(s) as "**Users**". The features, functionalities and privileges available to the Users are determined by the respective user role, Services, offering and Subscription Plan governing such Account. For more information on the rights, permissions and definition of various types of Users, visit this [Article in our Help Center](#); and you shall be responsible for ensuring that Users are assigned the appropriate user type. If you assign Users not in accordance with the appropriate user type (for instance, assigning Users who are internal to your organization, your affiliates, subsidiaries and/or any other related entities as a guest user, such as having guests with such organization's email domain) then monday.com shall have the right, in its sole discretion, and without derogating any other remedy available hereunder, to reassign such user types as appropriate, impose additional restrictions and/or charge additional fees.

2.6. Customer Responsible for Users. Customer is solely liable and responsible for understanding the settings, privileges and controls for the Services and for controlling whom Customer permits to become a User and what are the settings and privileges for such User, including without limitation, the right for a User to invite or add other Users (either paid or unpaid), the right to incur charges on the Account, the right to access, modify or share boards, etc. Customer is responsible for the activities of all of its Users, including Order Forms they may place and how Users use the Customer Data, even if those Users are not from Customer's organization or domain. Further, Customer acknowledges that any action taken by a User of Customer's Account, is deemed by us as an authorized action by Customer, hence Customer shall have no claim in this regard.

3. **Your Customer Data.**

3.1. Customer Data. Customer Data is any data, file attachments, text, images, reports, personal data, or any other content, that is uploaded or submitted, transmitted or otherwise made available, to or through the Services by you or any User and is processed by us on Customer's behalf ("**Customer Data**"). For the avoidance of doubt, Anonymous Information (as defined below) is not regarded as Customer Data. Customer retains all right, title, interest and control, in and to the Customer Data, in the form submitted to the Services. Subject to these Terms, Customer grants us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, perform, export, and display the Customer Data, and solely to the extent that reformatting Customer Data for display in the Services constitutes a modification or derivative work, the foregoing license also includes the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely: (i) to maintain and provide you the Services; (ii) to prevent or address technical, fraud or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process; and (v) as expressly permitted in writing by you.

3.2. Responsibility for Customer Data Compliance. You represent and warrant that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the

rights granted herein, for any Customer Data that you submit, post or display on or through the Services; (ii) the Customer Data is in compliance with, and subject to, our [Acceptable Use Policy](#); and (iii) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy, data protection or publicity rights of any third party; (b) violate any applicable local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer and exportation (“**Laws**”); (c) violate any of your or third party’s policies and terms governing the Customer Data. Other than our security and data protection obligations expressly set forth in Section 6, we assume no responsibility or liability for Customer Data, and you shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it. It is hereby clarified that monday.com shall not monitor and/or moderate the Customer Data and there shall be no claim against monday.com for not doing such.

3.3. No Sensitive Data. You shall not submit to the Services any data that is protected under a special legislation and requires a unique treatment, including, without limitations, (i) categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any similar legislation or regulation in other jurisdiction; (ii) any protected health information subject to the Health Insurance Portability and Accountability Act (“**HIPAA**”), as amended and supplemented, or any similar legislation in other jurisdiction, unless (a) the applicable Services and the respective Subscription Plan is made commercially generally available by monday.com for use with HIPAA data; and (b) Customer and monday.com separately enter into a [HIPAA Business Associate Agreement](#); and (iii) credit, debit or other payment card data subject to PCI DSS or any other credit card schemes.

4. Public User Submissions.

4.1. Public User Submissions. The Sites may have certain features that allow you to submit comments, information, and other materials publicly (collectively, “**Public User Submissions**”) and share such Public User Submissions with other Users, or the public. By submitting Public User Submissions through the Sites, you grant us a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Public User Submissions for any purpose, business, including without limitation, for publicizing and promoting monday.com, the Services and/or the Sites and for any other lawful purpose, in any media format (e.g. in-print, websites. electronically, broadcast), and you hereby waive, or to the extent legally prohibited, assign to monday.com, any moral rights in your Public User Submissions.

4.2. Responsibility for Public User Submissions. You acknowledge and agree that: (i) you have or have obtained all rights, licenses, consents, permissions, power and/or authority, necessary to grant the rights granted herein, for any Public User Submissions that you submit, post or display on or through the Services; (ii) we do not control, and are not responsible for, other content and/or submissions, posted on our Sites and/or Services by others; (iii) by using the Services and/or Sites, you may be exposed to content and/or submissions by other users or site visitors that is offensive, indecent, inaccurate, misleading, or otherwise unlawful; (iv) any Public User Submissions are submitted in accordance with, and subject to our [Acceptable Use Policy](#).

5. Intellectual Property Rights; License.

5.1. Our Intellectual Property. The Services and Sites, inclusive of materials, such as software, API, apps framework, design, design system, text, editorial materials, informational text, documentation, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Customer Data), any and all related or underlying know-how, technology or intellectual property, and any modifications, enhancements or derivative works of the foregoing (collectively, “**monday.com Materials**”), are the property of monday.com and its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties.

As between you and monday.com, monday.com retains all right, title and interest, including all intellectual property rights, in and to the monday.com Materials.

5.2. Customer Reference. Customer acknowledges and accepts that monday.com has the right to use Customer's name and logo to identify Customer as a customer of monday.com or as a User of the Services, on monday.com's Sites, marketing materials or otherwise by public announcements, including, but not limited to, earning statements and calls, shareholder materials and similar announcements. Customer may revoke such right, at any time, by contacting support@monday.com.

5.3. Your Access and Use Rights. Subject to the terms and conditions of these Terms, and your compliance thereof, and specifically in strict compliance with our [Acceptable Use Policy](#), we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Services and Sites, during the applicable Subscription Term, solely for Customer's internal business purposes.

5.4. Use Restrictions. Except as expressly permitted in these Terms, you may not, and shall not allow a User or any third party to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any portion of the Services or the Sites to any third party, including, but not limited to your affiliates, or use the Services in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Sites or Services or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Services or Sites; (iii) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Services or Sites, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Services or Sites, or any part thereof; (v) take any action that imposes or may impose (at monday.com's sole discretion) an unreasonable or disproportionately large load on the monday.com infrastructure or infrastructure which supports the Sites or Services (vi) interfere or attempt to interfere with the integrity or proper working of the Services or Sites, or any related activities; (vii) remove, deface, obscure, or alter monday.com's or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Services or Sites, or use or display logos of the Services or Sites without monday.com's prior written approval; (viii) use the Services or Sites for competitive purposes, including to develop or enhance a competing service or product; or (ix) encourage or assist any third party (including other Users) to do any of the foregoing.

5.5. Feedback. As a User of the Services and/or Sites, you may provide suggestions, comments, feature requests or other feedback to any of monday.com Materials, the Services, the API and/or the Sites ("**Feedback**"). Such Feedback is deemed an integral part of monday.com Materials, and as such, it is the sole property of monday.com without restrictions or limitations on use of any kind. monday.com may either implement or reject such Feedback, without any restriction or obligation of any kind. You (i) represent and warrant that such Feedback is accurate, complete, and does not infringe on any third party rights; (ii) irrevocably assign to monday.com any right, title and interest you may have in such Feedback; and (iii) explicitly and irrevocably waive any and all claims relating to any past, present or future moral rights, artists' rights, or any other similar rights, worldwide, in or to such Feedback.

5.6. API Use. We may offer an API that provides additional ways to access and use the Services. Such API is considered a part of the Services, and its use is subject to all these Terms. Without derogating from Sections 5.1 through 5.4 hereof, you may only access and use our API for Customer's internal business purposes, in order to create interoperability and integration between the Services and other products, services or systems you and/or Customer use internally. When using the API you should follow our relevant [Developer Terms](#). We reserve the right at any time to modify or discontinue, temporarily or permanently, your and/or Customer's access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

6. Privacy and Security.

6.1. Security. monday.com implements reasonable security measures and procedures designed to assist in protecting your Customer Data. You can learn more on our security measures and procedures on our [Security Page](#), as updated from time to time.

6.2. Privacy Policy. As a part of accessing or using the Services and the Sites, we may collect, access, use and share certain Personal Data (as defined in the [Privacy Policy](#)) from, and/or about you. Please read our [Privacy Policy](#), which is incorporated herein by reference, for a description of such data collection and use practices.

6.3. Data Processing Addendum. By using the Services, Customer also accepts our [Data Processing Addendum](#) (“DPA”), which governs the Processing of Personal Data (as both terms are defined in the DPA) on Customer’s behalf.

6.4. Anonymous Information. Notwithstanding any other provision of these Terms, we may collect, use and publish Anonymous Information (defined below) relating to, or generated by your use of the Services and/or Sites, and disclose it for the purpose of providing, operating, improving and publicizing our products and services, including the Sites and Services, and for other business purposes. “Anonymous Information” means information which does not enable identification of an individual, such as de-identified, aggregated and/or analytics information. monday.com owns all Anonymous Information collected or obtained by monday.com.

7. **Third Party Services; Links.**

7.1. Third Party Services. The Services enables you to engage and procure certain third party services, products, apps and tools in connection with the Services, including, without limitation, third party applications and widgets offered via our integrations offering, or which you decide to connect through our API, as part of the Services (collectively, “**Third Party Services**”).

7.2. Independent Relationship. You acknowledge and agree that regardless of the manner in which such Third Party Services may be offered to you, we merely act as an intermediary platform between you and such Third Party Services, and we do not, in any way, endorse any such Third Party Services, or shall be in any way responsible or liable with respect to any such Third Party Services. Your relationship with such Third Party Services and any terms governing your payment for, and use of, such Third Party Services, including without limitation, the collection, processing and use of your data by such Third Party Services, are subject to a separate contractual arrangement between you and the provider of the Third Party Services (“**Third Party Agreement**”). We are not a party to, or responsible, in any manner, for the compliance by you or by the provider of the Third Party Services with the Third Party Agreement.

7.3. Integration with a Third Party Service and your Customer Data. Through the Services you may enable integrations with your Account, including, boards or Services within your Account (or a portion thereof), with Third Party Services, which will allow an exchange, transmission, modification or removal of data between us and the Third Party Services, including without limitation, the Customer Data, the scope of which is determined by the applicable actions set by such integration. You hereby acknowledge that any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by a Third Party Services, is governed by the Third Party Agreement, including any applicable privacy policy, and monday.com is not responsible for any access, collection, transmission, processing, storage or any other use of data, including the Customer Data, by the Third Party Services or for such Third Party Services privacy and security actions, inactions or general practices. By integrating and/or using the Third Party Services, you acknowledge and agree that: (i) you are solely responsible for your compliance with applicable privacy restrictions, laws and regulations, including your use of the Third Party Services and other data activities you may conduct or may permit third parties, including the Third Party Services, to conduct; (ii) the activities and use of the data by you and any other Users within the Account, may result in a modification and/or removal of data, either in the Account (i.e. Customer Data) and in the integrated Third Party Services. We shall have no

obligation of any kind, for any such modification and/or removal of data, either in the Account with us and/or the integrated Third Party Services.

7.4. Use Conditions and Limitations. Both monday.com and Third Party Services may impose, each at its sole discretion, additional conditions or limitations on your access and use of certain Third Party Services, including without limitation, imposing a limited quota on the number of actions or other uses (as the case may be). Such additional conditions or limitations shall be indicated wherever relevant within the Services or the Third Party Services or otherwise notified to you or to any other relevant User of the Account.

7.5. monday.com Marketplace. monday.com may make available Third Party Services through the monday.com Marketplace or Services. Your use of the monday.com Marketplace is subject to the monday.com [Marketplace Terms of Service](#).

7.6. Payment for Third Party Services. Third Party Services may be offered free of charge or for a certain fee, either charged directly by the Third Party Services or by monday.com. Wherever Third Party Services require payment, it shall be indicated to you, unless such fee is included within the Fees for the Services. Wherever monday.com charges Customer on behalf of the Third Party Services, then Customer acknowledges that monday.com serves only as an intermediary role in facilitating or collecting the applicable fees and taxes from Customer, for the Third Party Services, thus all payment related issues, including the payment of fees, renewal and refund policy, are governed by the Third Party Agreement. Wherever monday.com charges Customer, on behalf of itself and not on behalf of the Third Party Services, the payment terms, including the payment of fees, renewal and refund policy, are governed by Sections 8 and 9 herein.

7.7. Change of Fees. Customer acknowledges that monday.com and any Third Party Services, may change the fees for the Third Party Services from time to time, including imposing a new charge on a Third Party Services that was provided for free.

7.8. Discontinuation of Third Party Services. Each monday.com and the Third Party Services reserves the right to discontinue the use or suspend the availability of any Third Party Services, for any reason and with no obligation to provide any explanation or notice. Such discontinuation may result in the inability to utilize certain features and actions of the Third Party Services along with our Services.

7.9. Links. The Sites, Services and/or any Third Party Services may contain links to third party websites that are not owned or controlled by us ("**Links**"). You acknowledge that we have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third-party website; and (ii) expressly release us from any and all liability arising from your, and in case of a Customer, all Users', use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

7.10. Limitations of Liability. monday.com BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY LINKS OR THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION, SUCH THIRD PARTY SERVICES' OPERABILITY OR INTEROPERABILITY WITH OUR SERVICES, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY OF ITS OFFERINGS, AS WELL AS ANY ACTS OR OMISSIONS BY THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD PARTY SERVICES, YOU ACKNOWLEDGE THAT YOUR ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT YOUR SOLE DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICES' OPERATION AND PRACTICES AND ITS RESPECTIVE THIRD PARTY AGREEMENT MEET YOUR NEEDS.

8. Subscription, Fees, Upgrades and Renewals.

8.1. **Order Form.** The Services may be purchased via an order form, e.g. a sales order, purchase document or any other instrument as determined by us, which shall be completed and placed either online, in-product, offline, or in any other form designated by us ("**Order Form**"). Such Order Form will list, at a minimum, the Services ordered, the associated fees, the subscription plan and term, as applicable. If Customer provides monday.com a purchase order related to an Order Form, such is deemed to incorporate these Terms and if such contains terms in regards to the Services then such shall have no force or effect.

8.2. **Subscription.** Unless stated otherwise in an Order Form, the Services are provided on a subscription basis for the subscription term specified in the Order Form, in accordance with the respective subscription plan, as applicable, purchased under such Order Form "**Subscription Term**" and "**Subscription Plan**", respectively, and collectively the "**Subscription**").

8.3. **Fees.** In consideration for the provision of the Services (except for Trial Services), Customer shall pay us the applicable fees, as set forth in the applicable Order Form ("**Fees**"). Unless indicated otherwise, Fees are stated in US dollars. Customer hereby authorizes us, either directly or through our payment processing service or our affiliates, to charge such Fees via Customer's selected payment method, upon due date or shall otherwise remit payment to monday.com upon the due date. Unless expressly set forth herein, the Fees are non-cancelable and non-refundable. We reserve the right to change the Fees at any time, upon notice to Customer if such change may affect Customer's existing subscriptions upon renewal. In the event of failure to collect the Fees owed by Customer, we may, at our sole discretion (but shall not be obligated to) retry to collect at a later time, and/or suspend or cancel the Account, without notice.

8.4. **Taxes.** The Fees are exclusive of any and all taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, which may be imposed in respect of these Terms and the purchase or sale, of the Services hereunder ("**Taxes**"). If Customer is located in a jurisdiction which requires Customer to deduct or withhold Taxes or other amounts from any amounts due to us, Customer should notify us, in writing, promptly and we shall join efforts to avoid and/or reduce any such Tax withholding, provided, however, that in any case, Customer shall bear the sole responsibility and liability to pay such Tax and such Tax should be deemed as being added on top of the Fees payable by Customer.

8.5. **Upgrades.** Customer may upgrade and/or enhance its Services by either: (i) adding Users; (ii) upgrading to a higher type of Subscription Plan; (iii) adding additional services, products, Add-Ons, features or functionalities; and/or (iv) upgrading to a longer Subscription Term (collectively, "**Upgrades**"). Some Upgrades or other changes may be considered as a new purchase, hence will restart the Subscription Term for all or some of the Services and some will not, as indicated within the Services and/or the Order Form. Upon an Upgrade, Customer will be billed for the applicable additional Fees, at our then-current rates (unless indicated otherwise in an Order Form), either: (a) prorated for the remainder of the then-current Subscription Term, or (b) whenever the Subscription Term is being restarted, then the Fees already paid by Customer will be reduced from the new upgraded Fees, and the difference shall be due and payable by Customer upon the date on which the Upgrade was made. "**Add-Ons**" means additional enhancements and/or additional functionalities for the applicable Services for the respective Subscription Plan purchased by Customer that are made available for purchase, which may be subject to additional Fees.

8.6. **Adding Users.** Customer acknowledges that unless it disabled these options: (i) Users within the same email domain will be able to automatically join the Account; and (ii) Users within Customer's Account may invite other persons to be added to the Account as Users (collectively, "**Users Increase**"). For further information on these options and how to disable them, visit our [Help Center](#). Any changes to the number of Users within a certain Account, will restart the Subscription Term for all or some of the Services, and Customer will be billed for the applicable additional Fees at our then-current rates and the Fees already paid by Customer will be reduced from the new additional Fees, unless otherwise agreed in an Order Form in which case Users will be added for the remainder of the Subscription Term

on a prorata basis. We will bill Customer upon the Users increase, unless such alternative time is otherwise agreed by us.

8.7. Excessive Usage. We shall have the right, including without limitation where we, at our sole discretion, believe that Customer and/or any of its Users, have misused the Services or otherwise use the Services in an excessive manner compared to the anticipated standard use at our sole discretion (for instance, an excessive number of guests, excessive use of automations, etc.), to offer the Services in different pricing and/or impose additional fees or other restrictions as for the upload, storage, download and/or use of the Services, including, without limitation, restrictions on Third Party Services, network traffic and bandwidth, size and/or length of content, quality and/or format of content, sources of content, volume of download time, etc.

8.8. Billing. As part of registering, or submitting billing information, to the Services, Customer agrees to provide us with updated, accurate and complete billing information, and Customer authorizes us (either directly or through our affiliates, including monday.com Inc. or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) from Customer's payment method or designated banking account, and to make any inquiries that we (or our affiliates and/or third-parties acting on our behalf) may consider necessary to validate Customer's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Customer's credit card company or banking account (e.g., updated expiry date or card number as may be provided to us by Customer's credit card company).

8.9. Subscription Auto-Renewal. In order to ensure that Customer will not experience any interruption or loss of services, Customer's Subscription includes an automatic renewal option by default. Accordingly, unless Customer cancels its Subscription prior to its expiration, which in the case of an annual Subscription, such cancellation notice shall be no less than 30 days prior to its expiration (unless otherwise permitted by monday.com), the Subscription to the underlying Services will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term and, unless otherwise notified to Customer, at the same price (subject to applicable Tax changes and excluding any discount or other promotional offer provided for the first Subscription Term). Accordingly, unless either Customer or us cancel the Subscription prior to its expiration, we will attempt to automatically charge Customer the applicable Fees upon or immediately prior to the expiration of the then applicable Subscription Term. If Customer wishes to avoid such auto-renewal, Customer shall cancel its Subscription, prior to its expiration, at any time through the Account settings or by contacting our [Customer Success](#) team. Except as expressly set forth in these Terms, in case a Customer cancels its Subscription, during a Subscription Term, the Subscription will not renew for an additional period, but Customer will not be refunded or credited for any unused period within the Subscription Term.

8.10. Discounts and Promotions. Unless expressly stated otherwise in a separate legally binding agreement, if Customer received a special discount or other promotional offer, Customer acknowledges that upon renewal of the Subscription to the Services, monday.com will renew such Subscription to the Services, at the full applicable Fee at the time of renewal.

8.11. Credits. Any credits that may accrue to Customer's Account for the respective Services, for any reason ("**Credits**"), will expire and be of no further force and effect, upon the earlier of: (i) the expiration or termination of the applicable Subscription under the Account for which such Credits were given; or (ii) in case such Credits accrued for an Account with Trial Services (as defined below) that was not upgraded to a Subscription Plan, then upon the lapse of 90 days of such Credits' accrual. Unless specifically indicated otherwise, Credits may be used to pay for the respective Services only and not for any Third Party Services or other payment of whatsoever kind. Whenever fees are due for any Services, accrued Credits will be first reduced against the Fees and the remainder will be charged from Customer's respective payment method. Credits shall have no monetary value (except for the purchase of Services under the limited terms specified herein) nor exchange value, and will not be transferable or refundable.

8.12. Payment through Partner. If Customer purchased Services from a monday.com authorized reseller, distributor or engages with an intermediary to fulfill its payment obligations hereunder to us which is approved by us ("**Partner**"), then to the extent there is any conflict between these Terms and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Agreement**"), then, as between Customer and monday.com, these Terms shall prevail. Any rights granted to Customer and/or any of the other Users in such Partner Agreement which are not contained in these Terms, apply only as between Customer and the respective Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with the Partner and not monday.com. For clarity, Customer's and its Users' access to the Services is subject to our receipt from Partner of the payment of the applicable Fees paid by Customer to Partner. Customer hereby acknowledges that at any time, at our discretion, the billing of the Fees may be assigned to us, such that Customer shall pay us directly the respective Fees.

9. Refund Policy; Chargeback.

9.1. Refund Policy. If Customer is not satisfied with its first purchase of the Services and solely with respect thereto ("**Initial Purchase**"), then Customer may terminate such Initial Purchase of the Services by providing us a written notice, within 30 days of such Initial Purchase ("**Refund Period**"). In the event that Customer terminates such Initial Purchase, within the Refund Period, we will refund Customer the prorata portion of any unused and unexpired Fees pre-paid by Customer in respect of such terminated Services, unless such other sum is required by applicable law, in the same currency we were originally paid ("**Refund**"). The Refund is applicable only to the Initial Purchase and does not apply to any additional or subsequent purchases, upgrades, modification or renewals of the Services (even if such were performed during the Refund Period). Please note that we shall not be responsible to Refund any differences caused by change of currency exchange rates or fees that Customer was charged by third parties, such as wire transfer fees. After the Refund Period, the Fees are non-refundable and non-cancellable. To the extent permitted by law, if we find that a notice of cancellation has been given in bad faith or in an illegitimate attempt to avoid payment for Services actually received and enjoyed, we reserve our right to reject Customer's Refund request. Subject to the foregoing, upon termination by Customer under this Section 9.1 all outstanding payment obligations shall immediately become due for the used Services and Customer will promptly remit to monday.com any fees due to monday.com under these Terms.

9.2. Non-Refundable Services. Certain Services may be non-refundable. In such event we will identify such Services as non-refundable, and Customer shall not be entitled, and we shall not be under any obligation, to terminate the Services and give a Refund.

9.3. Chargeback. If, at any time, we record a decline, chargeback or other rejection of a charge of any due and payable Fees ("**Chargeback**"), this will be considered as a breach of Customer's payment obligations hereunder, and Customer's use of the Services may be suspended, disabled or terminated at monday.com's discretion. Customer may not have any further access to the Services in the event of such suspension, disablement or termination, unless monday.com otherwise enables Customer to resume its access to the Services, at its sole discretion, subject to Customer's payment of any applicable Fees in full, including any fees and expenses incurred by us and/or any Third Party Services for each Chargeback received (including handling and processing charges and fees incurred by the payment processor), without derogating from any other remedy that may be applicable to us under these Terms or applicable law.

10. Trial Services; Pre-Released Services.

10.1. Trial Services and Free Versions. We may offer, from time to time, part or all of our Services on a free, no-obligation trial and/or in connection with a free Subscription Plan to the Services for a limited duration and with limited functionality ("**Trial Services**"). The term of the Trial Services shall be as communicated to you within the Services, in an Order Form or separately in writing by monday.com, unless terminated earlier by either Customer or us, for any reason or for no reason. We reserve the

right to modify, cancel and/or limit the Trial Services at any time, with or without notice, and without liability or explanation to you. In respect of the Trial Services, upon termination, we may change the Account web address at any time without any prior written notice.

10.2. Pre-Released Services. Note that we may offer, from time to time, certain Services or parts thereof as Alpha or Beta versions ("**Pre-Released Services**") and we use best endeavors to identify such Pre-Released Services as such. Pre-Released Services are Services that are still under development, and as such they may be inoperable or incomplete, and may contain bugs, suffer disruptions and/or not operate as intended and designated, more than usual.

10.3. Governing Terms of Trial Services and Pre-Released Services. The Trial Services and Pre-Released Services are governed by these Terms, including relevant Specific Services Terms, provided that notwithstanding anything in these Terms or elsewhere to the contrary, in respect of Trial Services and Pre-Released Services (i) such services are licensed hereunder on an "As-Is", "With All Faults" "As Available" basis, with no representations and/or warranties, express or implied, of any kind; (ii) the indemnity undertaking by us set forth in Section 16.2 herein shall not apply; and (iii) IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF monday.com, ITS AFFILIATES OR ITS THIRD PARTY SERVICE PROVIDERS, UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES, THE SERVICES AND THE THIRD PARTY SERVICES), EXCEED US \$100. We make no promises that any Trial Services and/or Pre-Released Services will be made available to you and/or generally available.

11. Term and Termination; Suspension.

11.1. Term. These Terms are in full force and effect, commencing upon the Effective Date, until the end of all Subscriptions to the Services underlying the Account, either paid or unpaid, unless terminated otherwise in accordance with these Terms.

11.2. Termination for Cause. Either Customer or us may terminate the respective Services and these Terms, as applicable, upon written notice, in case that the other party (a) is in material breach of these Terms and to the extent, curable, fails to cure such breach, within a reasonable cure period, which shall not be less than 10 days following a written notice from by the non-breaching party; provided, however, that termination by Customer shall apply only with respect to those components of the Services with respect to which the breach has occurred; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.

11.3. Termination by Customer. Customer may terminate its Subscription to the Services by canceling the Services and/or deleting the Account, whereby such termination shall not derogate from Customer's obligation to pay applicable Fees except where such termination is made within the Refund Period. In accordance with Section 9 above, unless mutually agreed otherwise by Customer and us in a written instrument, the effective date of such termination will take effect at the end of the then-current Subscription Term, and Customer's obligation to pay the Fees throughout the end of such Subscription Term shall remain in full force and effect, and Customer shall not be entitled to a refund for any pre-paid Fees.

11.4. Effect of Termination of Services. Upon termination or expiration of these Terms, Customer's Subscription and all rights granted to you hereunder shall terminate, and we may change the Account's web address. It is Customer's sole liability to export the Customer Data prior to such termination or expiration. In the event that Customer did not delete the Customer Data from the Account, we may continue to store and host it until either Customer or we, at our sole discretion, delete such Customer Data, and during such period, Customer may still be able to make a limited use of the Services in order to export the Customer Data ("**Read-Only Mode**"), but note that we are not under any obligation to maintain the Read-Only Mode period, hence such period may be terminated by us, at any time, with or without notice to Customer, and subsequently, the Customer Data will be deleted. Customer acknowledges the foregoing and its sole responsibility to export and/or delete the Customer Data prior

to the termination or expiration of these Terms, and therefore we shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Unless expressly indicated herein otherwise, the termination or expiration of these Terms shall not relieve Customer from its obligation to pay due Fees.

11.5. Survival. Section 2.6 (Customer Responsibility for Users), 3 (Customer Data), 6 (Privacy and Security), 7 (Third Party Services; Links), 8 (Subscription, Fees, Upgrades and Renewal) in respect of unpaid Subscription Fees, 10.3 (Governing Terms of Trial Services and Pre-Released Services), 11 (Term and Termination; Suspension), 12 (Confidentiality), 13 (Warranty Disclaimer), 14 (Limitations of Liability), 16 (Indemnification), 21 (Governing Law and Jurisdiction; Class Action Waiver and Arbitration) and 22 (General Provisions), and such other sections of these Terms which by their nature are intended to survive, shall survive the termination or expiration of these Terms, and continue to be in force and effect in accordance with their applicable terms.

11.6. Suspension. Without derogating from our termination rights above, we may decide to temporarily suspend the Account and/or a User Profile (including any access thereto) and/or our Services, in the following events: (i) we believe, at our sole discretion, that you or any third party, are using the Services in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party; (ii) we believe, at our sole discretion, that you or any third party, are using the Services in breach of these Terms or applicable Law; (iii) Customer's payment obligations, in accordance with these Terms, are or are likely to become, overdue; or (iv) Customer's or any of its Users' breach of the Acceptable Use Policy. The afore-mentioned suspension rights are in addition to any remedies that may be available to us in accordance with these Terms and/or applicable Law.

12. Confidentiality.

12.1. Confidential Information. In connection with these Terms and the Services (including the evaluation thereof), each party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**"), non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior to or after the Effective Date ("**Confidential Information**"). For the avoidance of doubt, (i) Customer Data is regarded as Customer's Confidential Information, and (ii) our Site, Services, Trial Services and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials we provided to you in connection with your evaluation or use of the Services, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

12.2. Confidentiality Undertakings by the Receiving Party. The Receiving Party will (i) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents, on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein; and (ii) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors to the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein.

12.3. Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body;

provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

13. Warranty Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND/OR WARRANTIES AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

13.1. THE SITES AND THE SERVICES ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND. WE AND OUR AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY.

13.2. WE AND OUR VENDORS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS AND/OR WARRANTIES THAT THE SERVICES AND SITES, INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WILL NOT BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES AND/OR SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. WE AND OUR VENDORS FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT YOU AND/OR YOUR DATA (INCLUDING CUSTOMER DATA) MAY SUFFER, THAT ARE BEYOND OUR CONTROL.

13.3. WE DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATIONS AND/OR WARRANTIES (I) THAT OUR SERVICES AND SITES (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF YOUR CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO YOU; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICES AND/OR THE SITES.

14. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

14.1. IN NO EVENT SHALL EITHER PARTY HERETO AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, THE THIRD PARTY SERVICE PROVIDERS), BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14.2. EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION) HEREIN, YOUR PAYMENT OBLIGATIONS HEREUNDER OR BREACH OF OUR ACCEPTABLE USE POLICY BY EITHER YOU OR IN CASE OF A CUSTOMER, ANY OF THE USERS UNDERLYING ITS ACCOUNT, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY

OF EITHER PARTY, ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS (INCLUDING, ITS THIRD PARTY SERVICE PROVIDERS), UNDER, OR OTHERWISE IN CONNECTION WITH, THESE TERMS (INCLUDING THE SITES AND THE SERVICES), EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY), DURING THE 12 CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15. Specific Laws; Reasonable Allocation of Risks.

15.1. Specific Laws. Except as expressly stated in these Terms, we make no representations or warranties that your use of the Services is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable Laws, as applicable to your use of the Services.

15.2. Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

16. Indemnification.

16.1. By Customer. Customer hereby agrees to indemnify, defend and hold harmless monday.com and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "Losses") incurred as a result of any third party claim arising from (i) Customer's and/or any of its Users', violation of these Terms or applicable Law; and/or (ii) Customer Data, including the use of Customer Data by monday.com and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, intellectual property, privacy and/or publicity rights.

16.2. By monday.com. monday.com hereby agrees to defend Customer, its affiliates, officers, directors, and employees, in and against any third party claim or demand against Customer, alleging that Customer's authorized use of the Services infringes or constitutes misappropriation of any third party's copyright, trademark or registered US patent ("**IP Claim**"), and we will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. monday.com's indemnity obligations under this Section 16 shall not apply if: (i) the Services (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (ii) if the Services is used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (iii) any IP Claim arising or related to, the Customer Data or to any events giving rise to Customer's indemnity obligations under Section 16.1 above. Without derogating from the foregoing defense and indemnification obligation, if monday.com believes that the Services, or any part thereof, may so infringe, then monday.com may in its sole discretion: (a) obtain (at no additional cost to you) the right to continue to use the Services; (b) replace or modify the allegedly infringing part of the Services so that it becomes non-infringing while giving substantially equivalent performance; or (c) if monday.com determines that the foregoing remedies are not reasonably available, then monday.com may require that use of the (allegedly) infringing Services (or part thereof) shall cease and in such an event, Customer shall receive a prorated refund of any Fees paid for the unused portion of the Subscription Term. THIS SECTION 16.2 STATES monday.com'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY monday.com AND/OR ITS SERVICES AND UNDERLYING TECHNOLOGY.

16.3. **Indemnity Conditions.** The defense and indemnification obligations of the indemnifying party under this Section 16 are subject to: (i) the indemnified party promptly providing a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this Section 16, except to the extent the indemnifying party's defense is materially prejudiced thereby; (ii) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (iii) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

17. **Third Party Components within Our Services**

Our Services includes third party codes and libraries that are subject to third party open source license terms ("**Open Source Code**" and "**Open Source Terms**", respectively). Some of such Open Source Terms determine that to the extent applicable to the respective Open Source Code licensed thereunder, such terms prevail over any conflicting license terms, including these Terms. We use our best endeavors to identify such Open Source Code, within our Services, hence we encourage Customer to familiarize itself with such Open Source Terms. Note that we use best efforts to use only Open Source Codes that do not impose any obligation or affect the Customer Data or related intellectual property (beyond what is stated in the Open Source Terms and herein), on an ordinary use of our Services that does not involve any modification, distribution or independent use of such Open Source Code. Notwithstanding anything to the contrary, we make no warranty or indemnity hereunder with respect to any Open Source Codes. The following copyright statements and licenses apply to discrete Services components that are distributed with various versions of the monday.com products: [Open Source List](#).

18. **Export Controls; Sanctions.**

The Services may be subject to Israeli, U.S. or foreign export controls, Laws and regulations ("**Export Controls**"), and you acknowledge and confirm that: (i) you are not located or use, export, re-export or import the Services (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; (ii) you are not: (a) organized under the laws of, operating from, or otherwise ordinarily resident in a country or territory that is the target or comprehensive U.S. or Israeli economic or trade sanctions (currently, Cuba, Lebanon, Iran, Syria, North Korea, or the Crimea region of Ukraine), (b) identified on a list of prohibited or restricted persons, such as the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, or (c) otherwise the target of U.S. sanctions; and Customer is solely responsible for complying with applicable Export Controls and sanctions which may impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Services and/or the Customer Data; and (iii) Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar Laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

19. **Modifications.**

Occasionally, we may make changes to these Terms for valid reasons, such as adding new functions or features to the Services, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make material changes to these Terms, we'll provide Customer with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Services or by sending Customer an email. Your continued use of the Services after the changes have been implemented will constitute your acceptance of the changes.

20. Government Use.

If Customer is part of a U.S. Government agency, department or otherwise, either federal, state or local ("**Government Customer**"), then Government Customer hereby agrees that the Services under these Terms qualifies as "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of Federal Acquisition Regulation ("**FAR**") 2.101, FAR 12.212, Defense Federal Acquisition Regulation Supplement ("**DFARS**") 227.7201, and DFARS 252.227-7014. Government Customer further agrees that the terms of this Section 20 shall apply to Customer. Government Customer's technical data and software rights related to the Services include only those rights customarily provided to the public as specified in these Terms in accordance with FAR 12.212, FAR 27.405-3, FAR 52.227-19, DFARS 227.7202-1 and General Services Acquisition Regulation ("**GSAR**") 552.212-4(w) (as applicable). In no event shall source code be provided or considered to be a deliverable or a software deliverable under these Terms. We grant no license whatsoever to any Government Customer to any source code contained in any deliverable or a software deliverable. If a Government Customer has a need for rights not granted under the Terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement. Any unpublished-rights are reserved under applicable copyright laws. Any provisions contained in these Terms that contradict any Law applicable to a Government Customer, shall be limited solely to the extent permitted under such applicable Law.

21. **Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration.**

21.1. Governing Law; Jurisdiction. These Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Israel without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in Tel Aviv-Jaffa, Israel, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, these Terms. You and us mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. Notwithstanding the foregoing, monday.com reserves the right to seek injunctive relief in any court in any jurisdiction.

21.2. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND monday.com AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and monday.com mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

21.3. Arbitration. To the extent permitted under applicable Law, you and monday.com hereby irrevocably agree to the following provisions:

21.3.1. Dispute resolution and Arbitration. Any dispute, claim, or controversy between you and us arising in connection with, or relating in any way to, these Terms (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination or expiration of these Terms) will be determined solely by mandatory binding arbitration. In arbitration there is no judge or jury and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Terms as a court would.

21.3.2. Exception. Notwithstanding clause 21.3.1 above, you and monday.com both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to seek injunctive relief in a court of law. In addition to the above, notwithstanding clause 21.3.1 above, monday.com may file a suit in a court of law against you to address intellectual property infringement claims.

21.3.3. Arbitration Process Rules. Either you or we may start arbitration proceedings. Any arbitration between you and us will be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“**ICC**”) then in force (“**ICC Rules**”) by one arbitrator appointed in accordance with the ICC Rules. The arbitration will take place in Tel Aviv-Jaffa, and shall be conducted in the English language and unless otherwise required by a mandatory law of any jurisdiction, the law to be applied in any arbitration shall be the law of the State of Israel, without regard to choice or conflicts of law principles. The arbitration proceedings shall be conducted on an expedited basis and shall result in an award within no more than 60 days. The arbitration shall be conducted on a confidential basis. The award of the Arbitrator shall be final and binding on the parties. The arbitration award shall be enforceable in any court of competent jurisdiction. Any motion to enforce or vacate an arbitration award under this agreement shall be kept confidential to the maximum extent possible.

21.3.4. Special Statute of Limitation. Any arbitration must be commenced by filing a demand for arbitration within 2 years after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits such limitation period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable Law.

21.3.5. Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail (“**Dispute Notice**”). The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or us may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or us shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Without derogating from the generality of the confidentiality protection under clause 21.3.3 above, all documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient and shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator’s decision and award and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable Law. Except as required to enforce the arbitrator’s decision and award, neither you nor us shall make any public announcement or public comment or originate any publicity concerning the arbitration, including, but not limited to, the fact that the parties are in dispute, the existence of the arbitration, or any decision or award of the arbitrator.

22. General Provisions.

22.1. Interpretations. Any heading, caption or section title contained herein, and/or any explanation or summary columns, is provided only for convenience, and in no way alters and/or amend the provisions within the Terms nor shall it legally bind us in any way. These Terms are written in English, and translated into other languages for your convenience. If a translated (non-English) version of these Terms conflicts in any way with their English version, the provisions of the English version shall prevail.

22.2. Force Majeure. Neither we nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

22.3. Relationship of the Parties; No Third Party Beneficiaries. The parties are independent contractors. These Terms and the Services provided hereunder, do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to these Terms.

22.4. Notice. We shall use your contact details that we have in our records, in connection with providing you notices, subject to this Section 22.4. Our contact details for any notices are detailed below. You acknowledge notices that we provide you, in connection with these Terms and/or as otherwise related to the Services, shall be provided as follows: via the Services, including by posting on our Sites or posting in your account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. You further acknowledge that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to you will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to us shall be provided to monday.com Ltd., attn: General Counsel, at legal@monday.com, or sent to 6 Yitzhak Sadeh St., Tel-Aviv 6777506, Israel.

22.5. Assignment. These Terms, and any and all rights and obligations hereunder, may not be transferred or assigned by you without our written approval, provided that you may assign these Terms to your successor entity or person, resulting from a merger, acquisition, or sale of all or substantially all of your assets or voting rights, except for an assignment to a competitor of monday.com, and provided that you provide us with prompt written notice of such assignment and the respective assignee agrees, in writing, to assume all of your obligations under these Terms. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Services to a third party without your consent or prior notice to you. Subject to the foregoing conditions, these Terms shall bind and enure to the benefit of the parties, their respective successors, and permitted assigns. Any assignment not authorized under this Section 22.5 shall be null and void.

22.6. Severability. These Terms shall be enforced to the fullest extent permitted under applicable Law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

22.7. No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

22.8. No Reliance. You acknowledge and agree that you do not rely on, and shall have no remedy in respect of, any statement, warranty and/or representation made (including whether innocently or negligently) by us or any other person on our behalf except as expressly set out in these Terms or an Order Form.

22.9. Mobile App Additional Rules. [Apple Distribution Requirements and Usage Rules](#) may apply to you or to some of the Services, and are incorporated herein by reference and form an integral part hereof.

Service Level Agreement for Enterprise Plan

1. General.

This Service Level Agreement (“**SLA**”) describes the uptime commitment as well as some other priority support features offered to monday.com’s Enterprise Plan customers, who are current on their payment obligations.

All capitalized terms not otherwise defined in Section 9 to this SLA are as set forth in monday.com’s [Terms of Service](#) or such other agreement governing the use of monday.com’s Services, as applicable (“**Agreement**”).

2. Access to Customer Success Services.

The Enterprise Plan includes access to customer success services to assist with the Services deployment, adoption and utilization, consulting, as well as, sharing advice and guidance related to optimizing Customer’s use of the Services.

3. Support Channels.

The following describes monday.com’s available support channels:

3.1. Email Support. A Get Help icon (i.e. Help Center) within the Services allows the users to contact monday.com support team, 24 hours per day, 7 days a week, 365 days a year via email. Alternatively, monday.com support team can be contacted through the contact form available at monday.com website or via the support email to support@monday.com. Please make sure to contact us via your email registered with your Enterprise Account.

3.2. Self-Service Support. To assist you in your use of the Services you have access to training materials, tutorials, guides and articles on anything you need to know about the Services which are available on the monday.com website or through the Help Center.

3.3. Additional Support Channels. monday.com may from time to time offer additional support channels at such times and channels as determined by monday.com in its sole discretion, which may include chatbot, live chat and/or call back support.

4. Error Response Time.

4.1. Errors should be reported by Customer to monday.com through any of the support channels listed above. monday.com shall define the severity classification of the reported Error and shall respond to the Error according to the respective Response Time as follows:

Severity	Description	Response Time
Critical	Services Unavailability.	Immediate but within 30 minutes

High	Major functionality in the Core Services is impacted, or the Core Services performance is significantly degraded, or the Error is persistent and affects many Users. No reasonable workaround is available.	Immediate but within 1 hour
Medium	Services performance issue or a material bug affecting some Users or some functionalities. Reasonable workaround is available.	Within 24 hours
Low	Bug or other technical issue affecting some Users. Reasonable workaround is available.	Within 24 hours

4.2.
For

Critical Errors monday.com shall work on a resolution 24/7 until such Error is resolved, and monday.com shall send Customer a status report and/or publish updates on the [Status Page](#), the Sites, via the Services, by email and/or by any other method designated for such purpose, every thirty (30) minutes.

4.3. monday.com must be able to reproduce the reported Error in order to attempt to resolve it. Customer shall cooperate and work closely with monday.com to reproduce the Error, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to grant monday.com with access to their Accounts, computers and/or network, for troubleshooting purposes.

5. Services Monthly Uptime.

5.1. The Core Services shall be available no less than 99.9% of the time, twenty-four (24) hours per day, seven (7) days per week (including holidays), measured on a calendar monthly basis; provided that the calculation of the Monthly Uptime shall not be impacted by the following events, which are not deemed events of Service Unavailability:

5.1.1. Where the Core Services were unavailable due to an incident which was not within the control of monday.com, including unavailability caused by acts of God, acts of government, insurrection, war, riot, global health emergency, disease outbreak, explosion, nuclear incident, fire, flood, earthquake, global pandemic, unavailability of telecommunications and internet service due to general unavailability of telecommunication or internet service provider's systems or other catastrophic event beyond the reasonable control of monday.com.

5.1.2. The Core Services were unavailable due to planned maintenance, provided that monday.com provides Customer at least three (3) days' advance notice (by posting an announcement on the [Status Page](#), the Sites, via the Services, and/or by sending Customer an email) that the Services shall be unavailable due to maintenance and/or upgrading.

5.1.3. The Core Service were unavailable due to (a) Customer's and/or a third party's software, network, links, products, services, widgets, apps, integrations, hardware or other equipment; (b) Customer's or anyone on its behalf use of the Services in violation or in a manner not authorized in the Agreement; and/or (c) resulting from a Distributed Denial of Service (DDoS) attacks and/or any other unlawful activity.

5.1.4. A duration of up to forty five (45) consecutive minutes in which the Core Services were available in a Read-Only Mode (i.e. a Read-Only Mode longer than forty five (45) minutes will be regarded as Services Unavailability).

6. Service Unavailability Credits.

6.1. Solely to the extent Customer is not in breach of the Agreement, as a remedy for Service Unavailability, subject to the terms of this Section 6, monday.com shall provide a Credit to Customer's Account (or the applicable Reseller in the name of Customer where Customer purchased and paid for the Services through a Reseller) with the applicable Credit Percentage in accordance with the respective Monthly Uptime Percentage:

Monthly Uptime Percentage	Credit Percentage
Less than 99.9% but greater than or equal to 98%	5%
Less than 98% but greater than or equal to 95%	10%
Less than 95% but greater than or equal to 90%	15%
Less than 90% but greater than or equal to 85%	20%
Less than 85%	30%

6.2. The Credit shall be calculated by multiplying the applicable Credit Percentage by the Fees payable by Customer to monday.com for the Subscription to the respective Services for which the Service Unavailability event relates and for the respective month in which the Service Unavailability has occurred (e.g. 1/12 of the annual fees for annual Subscriptions to the Services). If Customer purchased and paid for the Services through a Reseller, then such monthly fees or annual fees calculations shall be based on the fees payable by the applicable Reseller to monday.com.

6.3. monday.com will apply a Credit only against Customer's future payments obligations otherwise due from Customer under the Agreement (whether for the Fees or for any Upgrade). Where Customer purchases and pays for the Services through a Reseller, the Reseller shall be solely responsible for issuing the appropriate amounts to Customer against Customer's future payment obligations. A Credit will not entitle Customer to any monetary refund by monday.com. Credits may not be transferred or applied to any other accounts, products or services.

6.4. To receive a Credit, Customer's Admin shall submit to monday.com a detailed Credit request via support@monday.com within ninety (90) days following the Service Unavailability incident. Customer's failure to provide the request within the ninety (90) days period will disqualify Customer from receiving a Credit.

6.5. The aggregated maximum number of Credits to be issued by monday.com to Customer in a single calendar month will not exceed 100% of the fees actually paid to monday.com by Customer for the affected Services for the respective month (e.g. minus other credits or incentives applied to the respective Fees for the respective month).

7. Exclusive Remedies.

Notwithstanding anything elsewhere to the contrary, the award of Credits in accordance with Section 6 above (Service Unavailability Credits), and monday.com's actions in accordance with Section 4 above (Error Response Time), shall be Customer's sole and exclusive remedies available for Customer for any failure by monday.com to meet its obligations under this SLA and/or for any Errors in the Services.

8. Changes to this SLA.

monday.com may modify this SLA at any time, provided that if monday.com makes any changes that materially adversely decrease the level of service, then it shall notify Customer by posting an announcement on the Sites, via the Services and/or by sending Customer an email.

9. Definitions.

"Core Services" means the monday.com Platform, as identified in the [Status Page](#), and excluding without limitations: (a) the API; (b) add-ons, apps, widgets and/or Third Party Services integrated or otherwise interfaced with the Core Services, whether developed by monday.com or by a third party; and (c) any products or features identified as trial, pre-release, pilot, alpha, beta or similar;

"Credit(s)" means the service level credit a Customer may receive in the event the Monthly Uptime Percentage falls below 99.9%, which shall be calculated in accordance with the Credit Percentage in the table set forth in Section 6.1;

"Credit Percentage" means the percentage which will be used to calculate the Credit, which is based on the Monthly Uptime Percentage, and is in accordance with the table in Section 6.1;

"Error" means any incorrect functioning of the Services that is reproducible, and which results in the failure of the Services to operate in full compliance with the functionalities set forth in the documentation;

"Monthly Uptime" means the total minutes in a given calendar month minus the Service Unavailability minutes;

"Monthly Uptime Percentage" means the Monthly Uptime divided by the total minutes in a given calendar month;

"Read-Only Mode" means a mode in which the Services is accessible and the Customer Data is displayed but cannot be edited or modified;

"Response Time" means the period between the time when the Error was reported in full, and the time when an initial acknowledgement was published in the [Status Page](#), the Sites, via the Services and/or by sending Customer an email; and

"Services Unavailability" means the number of minutes in a given calendar month in which the Core Services were not available to Customer, excluding the exclusions set forth in Section 5.1, as measured according to monday.com's monitoring service available at the [Status Page](#), as may be updated from time to time.

[Home](#) Products & services

Last Updated: December 20, 2023

Specific Services Terms

These Specific Services Terms set forth the terms regarding your use of the monday.com's respective Services specified herein and form a part of the [monday.com Terms of Service](#) (the "Terms").

By accessing and using any of the Services covered by these Specific Services Terms, you agree and acknowledge that such terms are binding and governing your use of such specific Services designated herein.

We may make changes to these Specific Services Terms in accordance with the provisions of the Terms.

Specific Services and respective terms:

WorkCanas: [WorkCanvas Terms and Conditions](#)

monday.com AI: [monday AI Beta Terms and Conditions](#)

HIPAA: [HIPAA Business Associate Agreement](#)

Additional Services Terms

The terms and conditions of these monday.com Additional Services Terms (“AS Terms”) form part of the monday.com [Terms of Service](#) (“Terms”), or other agreement governing the use of monday.com’s services (collectively with the Terms, the “Agreement”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “you”, “your” or “Customer”), and monday.com Ltd. (“monday.com”, “us”, “we”, “our”) to reflect the parties’ agreement with regard to the provision of additional services which may include: onboarding services (“Onboarding Services”), consulting services (“Consulting Services”), technical services (“Technical Services”) and/or such other additional ancillary services, as described herein (the Onboarding Services, Consulting Services Technical Services and such additional ancillary services shall be collectively referred to as the “Additional Services”).

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By purchasing, receiving and/or using the Additional Services, Customer accepts these AS Terms, and you represent and warrant that you have full authority to bind the Customer to these AS Terms.

In the event of any conflict between certain provisions of these AS Terms and the provisions of the Agreement, the provisions of the AS Terms shall prevail over the conflicting provisions of the Agreement solely with respect to the provision of the Additional Services.

1. The Additional Services.

1.1. Subject to these AS Terms, monday.com may provide the following Additional Services, as set forth in an Order Form or a mutually agreed statement of work between the parties (“SOW”):

1.1.1 Onboarding Services. monday.com may provide Customer with Onboarding Services to help Customer set up its Account.

1.1.2. Consulting Services. monday.com may provide Customer with the Consulting Services to assist Customer to optimize its use of the Services.

1.1.3. Technical Services. monday.com may provide Customer certain Technical Services related to the Services, the scope and services to be provided in connection with the Technical Services to be mutually agreed between the parties.

1.1.4. Other Additional Services. monday.com may provide Customer with any such other Additional Services, including but not limited to, implementation services and/or professional services, which are provided as ancillary services to assist with the management, support and/or implementation of the Services, including service packages for such additional services.

1.2. Unless otherwise agreed in writing, the Additional Services will be performed remotely by monday.com or third party providers on our behalf, and accordingly, such third parties shall be considered sub-processors of monday.com for the purpose of performing such Additional Services for Customer.

1.3. The Additional Services will be available to Customer for such period set forth in the Order Form or SOW (“AS Term”).

1.4. Certain Additional Services may have additional supplemental terms as identified by monday.com in an Order Form, SOW or applicable service offering documentation, which shall apply to the performance and use of such Additional Services.

2. Consideration.

The fees for the Additional Services ("AS Fees") and the payment terms shall be set forth in the Order Form or SOW. The AS Fees are non-refundable and non-cancellable.

3. Intellectual Property.

monday.com owns and retains all rights, title and interest in any work product created by monday.com resulting from provision of the Additional Services, including, without limitation, reports and training materials, but excluding any Customer Data contained therein (collectively, "Work Products"). Upon Customer's payment of all AS Fees, monday.com grants the Customer a limited, worldwide, non-exclusive, non-sublicensable and non-transferable license to use, reproduce and display the Work Products solely for the Customer's internal business purposes for as long as Customer holds a Subscription to the Services. For clarity, all Work Product is considered monday.com Materials and is based on monday.com's pre-existing intellectual property. monday.com reserves all rights not expressly granted herein to the Work Products.

4. Term and Termination.

These AS Terms shall terminate upon the termination or expiration of the Agreement.

5. General.

5.1. The Terms, to the extent applicable, shall apply to the Additional Services and are incorporated herein by reference, *mutatis mutandis*, which for clarity includes but is not limited to the following sections as applicable to Customer: Section 1.3 (No Contingency on Future Releases and Improvements); Section 5.3 (Your Access and Use Rights); Section 5.4 (Use Restrictions); Section 5.5 (Feedback); Section 6.4 (Anonymous Information); Section 8.1 (Order Form); Section 8.2 (Subscription); Section 8.4 (Taxes); Section 8.5 (Upgrades); Section 8.7 (Excessive Usage); Section 8.9 (Subscription Auto-Renewal); Section 8.10 (Discounts and Promotions); Section 8.12 (Payment through Partner); Section 9.2 (Non-Refundable Services); Section 11.2 (Termination for Cause); Section 11.6 (Suspension); Section 12 (Confidentiality); Section 13 (Warranty Disclaimer); Section 14 (Limitation of Liability); Section 15 (Specific Laws; Reasonable Allocation of Risks); Section 16 (Indemnification); Section 18 (Export Controls; Sanctions); Section 19 (Modifications); Section 20 (Government Use); Section 21 (Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration); Section 22 (General Provisions); AUP; Privacy Policy and DPA. Section References refer to such sections of the Terms; however, shall be adjusted to reflect such respective sections of the respective agreement between Customer and monday.com should the parties have entered into a separate agreement related to the Services.

5.2 For the purpose of these AS Terms, in the Agreement, specifically including such section referenced in Section 5.1 of these AS Terms: (i) any reference to the Agreement shall refer to these AS Terms; (ii) any reference to the "Services" shall also include the Additional Services, as applicable; provided Additional Services and/or Work Product provided under these AS Terms are not subject to the terms of the SLA related to the Services, and any support shall be subject to terms as mutually agreed by monday.com and Customer and may be subject to additional fees; and (iii) any reference to the Fees shall include the AS Fees, as applicable.

5.3 Nothing contained herein limits monday.com's right to develop, use, market, or sell services or products that are similar to the Work Products or the Additional Services, or to use such Work Products to perform similar services for any other purposes, including without limitation in connection with other

projects and customers but subject to monday.com's obligations with respect to the Customer Data and Customer's Confidential Information.

[Home](#) Privacy

Last Updated: December 20, 2023

Data Processing Addendum (DPA)

[Sign the Online version](#)

This Data Processing Addendum (“**DPA**”) is incorporated by reference into monday.com’s Terms of Service available at www.monday.com/terms/tos or other agreement governing the use of monday.com’s services (“**Agreement**”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “**you**”, “**your**”, “**Customer**”), and monday.com Ltd. (“**monday.com**”, “**us**”, “**we**”, “**our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data by monday.com solely on behalf of the Customer. Both parties shall be referred to as the “**Parties**” and each, a “**Party**”.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

By using the Services, Customer accepts this DPA and you represent and warrant that you have full authority to bind the Customer to this DPA. If you cannot, or do not agree to, comply with and be bound by this DPA, or do not have authority to bind the Customer or any other entity, please do not provide Personal Data to us.

In the event of any conflict between certain provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement, solely with respect to the Processing of Personal Data.

1. DEFINITIONS

- (a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and monday.com but has not signed its own agreement with monday.com and is not a “Customer” as defined under the Agreement.
- (c) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq, and its implementing regulations, as may be amended from time to time.

(d) The terms, “**Controller**”, “**Member State**”, “**Processor**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR. The terms “**Business**”, “**Business Purpose**”, “**Consumer**” and “**Service Provider**” shall have the same meaning as in the CCPA.

For the purpose of clarity, within this DPA “**Controller**” shall also mean “**Business**”, and “**Processor**” shall also mean “**Service Provider**”, to the extent that the CCPA applies. In the same manner, Processor’s Sub-processor shall also refer to the concept of Service Provider.

(e) “**Data Protection Laws**” means all applicable and binding privacy and data protection laws and regulations, including those of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, Canada, Israel and the United States of America, including the GDPR, the UK GDPR, and the CCPA, applicable to, and in effect at the time of, the Processing of Personal Data hereunder.

(f) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.

(g) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

(h) “**Personal Data**” or “**Personal Information**” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer, which is processed by monday.com solely on behalf of Customer under this DPA and the Agreement.

(i) “**Services**” means the monday.com cloud-based services including our platforms, products, services, applications, application programming interface (“**API**”), tools, and any ancillary or supplementary monday.com products and services (including Upgrades (as defined in the Agreement)), offered online and via mobile application (“**Platform**”), and any other services provided to Customer by monday.com under the Agreement.

(j) “**Security Documentation**” means the security documentation, as updated from time to time setting forth the technical and organizational measures adopted by monday.com that are applicable to the Processing of Personal Data by monday.com under the Agreement and this DPA accessible via www.monday.com/trustcenter/datasecure, or as otherwise made reasonably available to Customer by monday.com.

(k) “**Sensitive Data**” means Personal Data that is protected under a special legislation and requires unique treatment, such as “special categories of data”, “sensitive data” or other materially similar terms under applicable Data Protection Laws, which may include any of the following: (a) social security number, tax file number, passport number, driver’s license

number, or similar identifier (or any portion thereof); (b) financial or credit information, credit or debit card number; (c) information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning a person's health, sex life or sexual orientation, or data relating to criminal convictions and offences; (d) Personal Data relating to children; and/or (e) account passwords in unhashed form.

(l) **“Standard Contractual Clauses”** means (a) in respect of transfers of Personal Data subject to the GDPR, the Standard Contractual Clauses between controllers and processors (located [here](#)), and between processors and processors (located [here](#)) as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including all Annexes I, II and V thereto, (**“EU SCCs”**); (b) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022 (version B.1.0) (**“IDTA”**), as incorporated into the EU SCCs through Annex III thereto (**“UK Addendum”**); and (c) in respect of transfers subject to the Federal Act on Data Protection (as revised as of 25 September 2020), the terms set forth in Annex IV of the EU SCCs (**“Switzerland Addendum”**).

(m) **“Sub-processor”** means any third party that carries out specific Processing activities of Personal Data under the instruction of monday.com.

(n) **“UK GDPR”** means the Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

2. PROCESSING OF PERSONAL DATA

2.1. **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data solely by monday.com on behalf of Customer: (a) Customer is the Controller of Personal Data, and (b) monday.com is the Processor of such Personal Data. The terms “Controller” and “Processor” below signify Customer and monday.com, respectively.

2.2. **Customer's Obligations.** Customer, in its use of the Services, and Customer's instructions to the Processor, shall comply with Data Protection Laws, the Agreement and this DPA. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing activities conducted by Processor on Customer's behalf in accordance with the Agreement and this DPA, including the pursuit of a Business Purpose.

2.3. Processor's Processing of Personal Data. Processor shall Process Personal Data for the following purposes: (a) in accordance with the Agreement and this DPA; (b) in connection with its provision of the Services; (c) to comply with Customer's reasonable and documented instructions, where such instructions are consistent with the terms of the Agreement and this DPA, and regard the manner in which the Processing shall be performed; (d) to share Personal Data with, or receive Personal Data from, third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g. integrations between Services and any services provided by third parties as configured by or on behalf of Customer); (e) rendering Personal Data to be Anonymous Information (as defined in the Agreement); and (f) as required under the laws applicable to Processor, and/or as required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, provided that Processor shall inform Customer of the legal requirement before Processing, unless such law or order prohibits disclosing such information.

Processor shall inform Customer without undue delay if, in Processor's reasonable opinion, an instruction for the Processing of Personal Data given by Customer infringes applicable Data Protection Laws, unless Processor is prohibited from notifying Customer under applicable Data Protection Laws. It is hereby clarified that Processor has no obligation to assess whether instructions by Customer infringe any Data Protection Laws.

2.4. Details of Processing. The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement and this DPA. The details relating to the duration, nature and purpose, types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of Processing) to this DPA.

2.5. Sensitive Data. The Parties agree that the Services are not intended for the Processing of Sensitive Data, and that if Customer wishes to use the Services to Process Sensitive Data, it must first obtain the monday.com's explicit prior written consent and enter into any additional agreements as may be required by monday.com.

2.6. CCPA Standard of Care; No Sale or Sharing of Personal Information. Processor acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Processor provides to Customer under the Agreement or this DPA. Processor certifies that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling or sharing (as such terms are defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent or instruction, nor take any action that would cause any transfer of Personal Information to or from Processor under the Agreement or this DPA to qualify as "selling" and/or "sharing" such Personal Information under the CCPA. Processor acknowledges that Customer discloses Personal Information to Processor only for limited and specified purposes set out in this DPA and the Agreement. Processor shall process all Personal Information only (a) for such limited and specific purpose(s), and (b) in compliance with applicable sections of the CCPA. Processor shall not (i) retain, use, or disclose Personal Information outside the direct business relationship of the Parties, as described in the Agreement, or for any business or commercial purpose other than for

the specific business purpose of performing the Services or as otherwise permitted by the CCPA, the Agreement and/or this DPA; nor (ii) combine – by way of logical separation – personal information that Processor processes on behalf of other parties with Personal Information of Customer, unless expressly permitted under the CCPA, its implementing regulations, the Agreement and/or this DPA between the Parties. Processor further acknowledges that Customer has the right, upon notice, to take reasonable and appropriate steps designed to stop and remediate any unauthorized use of Personal Information by Processor. Processor shall notify Customer if Processor makes a determination that it can no longer meet its obligations under the CCPA.

3. DATA SUBJECT REQUESTS

If Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable Data Protection Laws), including of access, rectification, restriction of Processing, erasure, data portability, objection to the Processing, not to be subject to automated individual decision making, to opt-out of the sale of Personal Information, or not to be discriminated against (“**Data Subject Request**”), Processor shall notify Customer or refer Data Subject or Consumer to Customer. Taking into account the nature of the Processing, Processor shall assist Customer, insofar as this is possible and reasonable, to enable Customer to respond to a Data Subject Request. Processor may refer Data Subjects or Consumers to the Customer’s Admin – for the treatment of such request or advise them on using the self-exercising features available within the Platform.

4. CONFIDENTIALITY

Processor shall ensure that its personnel and contractors engaged in the Processing of Personal Data have committed themselves to confidentiality or are otherwise under an statutory obligation of confidentiality.

5. SUB-PROCESSORS

5.1. Appointment of Sub-processors

Customer acknowledges and agrees that (a) Processor’s Affiliates may be engaged as Sub-processors; and (b) Processor and Processor’s Affiliates may each engage third party Sub-processors in connection with the provision of the Services.

5.2. List of Current Sub-processors and Notification of New Sub-processors

5.2.1. As of the Effective Date Customer hereby grants Processor general written authorization to engage with the Sub-processors set out at www.monday.com/terms/subprocessors (“**Sub-processor’s Page**”), which are currently used by Processor to process Personal Data.

5.2.2. The Sub-processor Page offers a mechanism to subscribe to notifications of the engagement of new and the replacement of existing Sub-processors ("**Sub-processor Notice**") and Customer acknowledges that it shall subscribe to this mechanism upon entering this DPA and that the notifications sent through this mechanism fulfils the Processor's obligations to notify Customer of the appointment of a new or replacement of an existing Sub-processor.

5.3. Objection to New Sub-processors. Pursuant to the publication of a new Sub-processor Notice, Customer may reasonably object to Processor's use of a new or replacement of a Sub-processor, for reasons relating to the protection of Personal Data intended to be Processed by such Sub-processor. Such objection must be submitted promptly by notifying Processor in writing to privacy@monday.com within seven (7) days following publication of a new Sub-processor Notice, in which Customer shall detail the reasons for the objection to using such new Sub-processor. Where Customer has not objected within such seven (7) day period in the manner described above, the use of the new Sub-Processor shall be deemed accepted by Customer. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Processor is unable to make available such change within thirty (30) days following receipt of the objection, Customer may, as a sole remedy, terminate the Agreement and this DPA with respect only to such Services and/or those components of the Services which cannot be provided by Processor without the use of the objected-to new Sub-processor, by providing written notice to Processor. All amounts outstanding under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Until a decision is made regarding the new Sub-processor, Processor may temporarily avoid or cease the Processing of the affected Personal Data and/or suspend access to the respective Services. Customer will have no further claims against Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4. Agreements with Sub-processors. Processor or a Processor's Affiliate has entered into a written agreement with each existing Sub-processor, and shall enter into a written agreement with each new Sub-processor, containing the same or materially similar data protection obligations as set out in this DPA, in particular obligations to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of the GDPR. Where a Sub-processor fails to fulfil its data protection obligations concerning its Processing of Personal Data, Processor shall remain responsible to the Customer for the performance of the Sub-processor's obligations.

6. SECURITY & AUDITS

6.1. Controls for the Protection of Personal Data. Processor shall maintain appropriate industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including measures against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage,

unauthorized disclosure of, or access to, Personal Data, confidentiality and integrity of Personal Data). Upon Customer's reasonable request, Processor will reasonably assist Customer, at Customer's cost and subject to the provisions of Section 11.1 below, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and the information available to Processor.

6.2. Audits and Inspections. Upon Customer's 14 days prior written request at reasonable intervals (but no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer that is not a competitor of Processor (or Customer's independent, reputable, third-party auditor that is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) information necessary to demonstrate compliance with this DPA, and allow for and contribute to audits, including inspections, conducted by them. Processor may satisfy its obligations under this section by answering Customer's questionnaire-based audits and/or by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors solely related to Processor's compliance with this DPA. Any information relating to audits, inspections and the results therefrom, including the documents reflecting the outcome thereof, shall only be used by Customer to assess Processor's compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval. Upon Processor's first request, Customer shall transfer to Processor all records or documentation that was provided by Processor or collected and/or generated by Customer (or each of its mandated auditors) in the context of the audit and/or the inspection.

6.3. In the event of an audit or inspections as set forth above, Customer shall ensure that it (and each of its mandated auditors) will not cause (or, if it cannot avoid, minimize) any damage, injury or disruption to Processor's operations, premises, equipment, personnel and business, as applicable, while conducting such audit or inspection.

6.4. The audit rights set forth in 6.2 above, shall only apply to the extent that the Agreement does not otherwise provide Customer with audit rights that meet the relevant requirements of Data Protection Laws (including, where applicable, article 28(3)(h) of the GDPR or the UK GDPR). If and to the extent that the Standard Contractual Clauses apply, nothing in this Section 6 varies or modifies the Standard Contractual Clauses nor affects any Supervisory Authority's or Data Subject's rights under the Standard Contractual Clauses.

7. DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1. Processor maintains internal security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by Processor on behalf of the Customer ("**Data Incident**"). Processor shall make reasonable efforts to identify and take those steps as Processor deems necessary and reasonable designed to remediate and/or mitigate the cause of such Data Incident to the

extent the remediation and/or mitigation is within Processor's reasonable control. The obligations herein shall not apply to Data Incidents that are caused by Customer, its Users or anyone who uses the Services on Customer's behalf.

7.2. Customer will not make, disclose, release or publish any finding, admission of liability, communication, notice, press release or report concerning any Data Incident which directly or indirectly identifies Processor (including in any legal proceeding or in any notification to regulatory or supervisory authorities or affected individuals) without Processor's prior written approval, unless, and solely to the extent that, Customer is compelled to do so pursuant to applicable Data Protection Laws. In the latter case, unless prohibited by such laws, Customer shall provide Processor with reasonable prior written notice to provide Processor with the opportunity to object to such disclosure and in any case Customer will limit the disclosure to the minimum scope required by such laws.

8. RETURN AND DELETION OF PERSONAL DATA

Following termination of the Agreement and cessation of the Services, at the choice of Customer (indicated through the Platform or in written notification to Processor), Processor upon notice by Customer, shall delete or return to Customer all the Personal Data it Processes on behalf of the Customer in the manner described in the Agreement, unless laws applicable to Processor requires or permits otherwise.

9. CROSS-BORDER DATA TRANSFERS

9.1. **Transfers from the EEA, Switzerland and the United Kingdom to countries that offer an adequate level of data protection.** Personal Data may be transferred from EU Member States and Norway, Iceland and Liechtenstein (collectively, "**EEA**"), Switzerland and the United Kingdom ("**UK**") to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant authorities of the EEA, Switzerland, and/or the UK as relevant, including similarly approved mechanisms and frameworks ("**Adequacy Decisions**"), as applicable, without any further safeguard being necessary. For the avoidance of doubt, "Adequacy Decisions" include the European Commission's adequacy decision of 10 July 2023, establishing the EU-US Data Privacy Framework.

9.2. **Direct Transfers from the EEA, Switzerland and the United Kingdom to other countries.** If the Processing of Personal Data by Processor includes a direct transfer from Customer to monday.com:

(i) from the EEA to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**EEA Transfer**"), the terms set forth in the EU SCCs shall apply;

(ii) from the UK to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**UK Transfer**"), the terms set forth in the UK Addendum shall apply;

(iii) from Switzerland to other countries which have not been subject to a relevant Adequacy Decision, and such transfers are not performed through an alternative compliance mechanism recognized by Data Protection Laws (as may be adopted by Processor in its own discretion) ("**Switzerland Transfer**"), the terms set forth in the Switzerland Addendum shall apply;

(iv) the terms set forth in Annex V of the EU SCCs (Additional Safeguards) shall apply to any EEA Transfer, UK Transfer and Switzerland Transfer, where the Standard Contractual Clauses apply.

9.3. Onward Transfers from the EEA, Switzerland and the United Kingdom to other countries. Where Processor onward transfers Personal Data from countries in the EEA, UK and Switzerland to authorized Sub-processors, including Processor Affiliates, in countries which are not subject to an Adequacy Decision (respectively, the Standard Contractual Clauses (Module 3) set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and any applicable annexes thereto ("**SCCs**")), the IDTA and/or the SCCs, as adjusted pursuant to the Swiss Federal Data Protection and Information Commissioner's guidance of 27 August 2021 as between Processor and its respective Sub-processors and Subsidiaries, shall apply.

9.4. Transfers from other countries: If the Processing of Personal Data by Processor includes a transfer of Personal Data by and/or mandated by Customer to Processor from any other jurisdiction which mandates a particular compliance mechanism for the lawful transfer of such data be established, Customer shall notify Processor of such applicable requirements, and the Parties may seek to make any necessary amendments to this DPA in accordance with provisions of Section 11.2 below.

10. AUTHORIZED AFFILIATES

10.1. Contractual Relationship. The Parties acknowledge and agree that, by executing this DPA, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer's obligations under this DPA, if and to the extent that Processor Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the "**Controller**" with respect to the Personal Data Processed on their behalf. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

10.2. **Communication.** Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

11. OTHER PROVISIONS

11.1. **Data Protection Impact Assessment and Prior Consultation.** Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR or the UK GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 11.1, to the extent required under the GDPR or the UK GDPR, as applicable.

11.2. **Modifications.** Each Party may by at least forty-five (45) calendar days prior written notice to the other Party, request in writing any variations to this DPA if they are required as a result of any change in applicable Data Protection Laws to allow Processing of Customer Personal Data to be made (or continue to be made) without breach of such Data Protection Laws. Pursuant to such notice the Parties shall use commercially reasonable efforts to accommodate such required modification, and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements under applicable Data Protection Law as identified in Customer's or Processor's notice as soon as is reasonably practicable. In addition, Processor may amend this DPA from time to time without notice, provided that such changes are not adverse in any material aspect with respect to the Customer's rights or Processor's obligations (i.e. error and typos fixing, making technical adjustments or for any other reasons as Processor deems necessary). For clarity, if Processor makes any material adverse change to Customer's rights or Processor's obligations, Processor will notify Customer by posting an announcement on the site, via the Platform and/or by sending an email.

SCHEDULE 1 – DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Services to Customer;
2. Performing the Agreement, this DPA and/or other contracts executed by and between the Parties;
3. Acting upon Customer's instructions, where such instructions are consistent with the terms of the Agreement;
4. Sharing Personal Data with third parties in accordance with Customer's instructions and/or pursuant to Customer's use of the Services (e.g., integrations between the Services and any services provided by third parties, as configured by or on behalf

of Customer to facilitate the sharing of Personal Data between the Services and such third party services);

5. Rendering Personal Data to be Anonymous Information;
6. Complying with applicable laws and regulations;
7. All tasks related to any of the above.

Duration of Processing

Subject to any section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data for the duration of the Agreement and provision of the Services thereunder, unless otherwise agreed upon in writing.

Type of Personal Data

Customer may submit Personal Data to the Services, the type and extent of which is determined and controlled by Customer in its sole discretion.

Categories of Data Subjects

The Categories of Data Subjects relating to the Personal Data that will be processed by Processor are dependent on the Customer, and may include, but are not limited to, any of the following categories:

- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Any other third party individual whose Personal Data is Processed by the Services.

HIPAA Business Associate Agreement

(For Enterprise Plan with HIPAA Compliance Feature Enabled)

Sign online version ([here](#))

This Business Associate Agreement (“BAA”) forms part of monday.com’s Terms of Service or other agreement governing the use of monday.com’s services (“Agreement”) whether you are an existing customer who accepted the Agreement or a new customer accepting the Agreement now and shall only apply to you if you are using the enterprise tier subscription and have enabled the HIPAA compliance feature on the Platform. You acknowledge that you, on your own behalf as an individual or on behalf of your employer or its Authorized Affiliates (collectively, “Covered Entity” “you”, “your” or the “Customer”) have read and understood and agree to comply with this BAA, and are entering into a binding legal agreement with monday.com Ltd., the owner of monday.com (“monday.com”, “us”, “we”, “our”, or “Business Associate”). “Authorized Affiliate” means any of Customer’s affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and monday.com but has not signed its own agreement with monday.com and is not a “Customer” as defined under the Agreement. “Services” means the cloud-based work operating system platform (“Platform”) and any other services provided to Customer by monday.com under the Agreement. To the extent that you are agreeing to this BAA in connection with your use of our Services on behalf of an entity that is a “business associate”, as defined under HIPAA, of one or more HIPAA-covered entities and not itself a HIPAA-covered entity, monday.com acknowledges that it is functioning as a “subcontractor” hereunder as defined at 45 C.F.R. § 160.103 and that the term “Covered Entity” as used herein shall be considered contractual terminology and shall not imply that you are a covered entity as defined under HIPAA. Both parties shall be referred to as the “Parties” and each, a “Party”.

In the course of providing the Services pursuant to the Agreement, Business Associate may access, use, disclose, store, and/or process PHI on Covered Entity’s behalf. The BAA reflects the Parties’ agreement with how Business Associate uses and/or discloses the Covered Entity’s Protected Health Information (“PHI”) on behalf of the Covered Entity. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement or as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, as may be updated from time to time (collectively, “HIPAA”). You represent and warrant that you have, or you were granted, full authority to bind the Covered Entity to this BAA. If you cannot, or do not agree to, comply with, and be bound by, this BAA or do not have authority to bind the Covered Entity, please do not provide us or give us access to PHI.

To sign a BAA with us, you can either (i) countersign the online version of this BAA posted at www.monday.com/terms/hipaa-baa, using the “Sign Online Version” link to sign through DocuSign or (ii) if you are the Admin, by clicking the “I Accept” button on the monday.com Platform when enabling the HIPAA compliant feature. In the event of any conflict between certain provisions of this BAA and the provisions of the Agreement, the provisions of this BAA shall prevail.

The Parties agree to comply with the following provisions with respect to any PHI that the Covered Entity provides to Business Associate in order for Business Associate to perform the Services.

1. Permitted Uses and Disclosures.

The Business Associate may use and disclose PHI necessary to perform its obligations to the Covered Entity as set out in the Agreement or as otherwise permitted or Required by Law under HIPAA,

provided that Business Associate shall not use or disclose PHI in a manner that would not be permitted if done by the Covered Entity. The Business Associate may also:

(a) use PHI (i) as necessary for its proper management and administration, or (ii) to carry out its legal responsibilities; and

(b) disclose PHI to third parties for the same purposes so long as (i) the disclosure is Required by Law or (ii) the Business Associate obtains satisfactory assurances from said third party that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed and that the third party will notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

Business Associate shall only use, disclose, and request the Minimum Necessary PHI to accomplish the purpose of the use, disclosure or request.

2. Obligations of the Business Associate.

(a) **Limitation on Disclosure.** The Business Associate agrees not to use or further disclose PHI other than as permitted under the Agreement or BAA, or as Required by Law

(b) **Safeguards.** The Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, stores, maintains or transmits on behalf of the Covered Entity pursuant to this BAA and the Agreement, and shall prevent the use or disclosure of Covered Entity's PHI other than as provided for in this BAA, Agreement or as Required by Law.

(c) **Mitigation.** The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of the BAA.

(d) **Use of Agents/Subcontractors.** The Business Associate agrees to ensure that any agents, including a subcontractor, to whom the Business Associate provides PHI received from, or created or received by, Business Associate on behalf of the Covered Entity, agree to restrictions and conditions with respect to use and disclosure of PHI that are no less restrictive than those that apply to the Business Associate under this BAA.

(e) **Access to PHI.** Within fifteen (15) days of receiving a written request from the Covered Entity or an Individual for a copy of PHI within a Designated Record Set, the Business Associate agrees to make the requested PHI available to the Covered Entity to enable the Covered Entity to respond to an Individual who seeks to inspect or copy his/her PHI. The Business Associate is required to comply with the Security Rule with respect to electronic PHI, including but not limited to, making available upon written request, copies of PHI in electronic format, when PHI is stored electronically. Any disclosure of, or decision not to disclose the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to access PHI shall be the sole responsibility of the Covered Entity.

(f) **Amendment of PHI.** Within fifteen (15) days of receiving a written request from the Covered Entity to make an amendment to PHI within a Designated Record Set, the Business Associate will make such amendment and will inform the Covered Entity that an amendment has been made. If the Business Associate receives an amendment request directly from an Individual, the Business Associate shall notify Covered Entity of the request within fifteen (15) days of receiving a written request from the Individual.

(g) **Accounting of Certain Disclosures.** Within thirty (30) days of receiving a written request from the Covered Entity for an accounting of disclosures of PHI about an Individual, the Business Associate shall provide to the Covered Entity a listing of the persons or entities to which the Business Associate

has disclosed PHI about the Individual within the prior six (6) years, along with the dates of, reasons for, and brief descriptions of the disclosures to enable the Covered Entity to respond to an Individual seeking an accounting of the disclosures of the Individual's PHI in accordance with 45 C.F.R. § 164.528.

(h) **Access to Books and Records.** The Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, created by, or received by the Business Associate on behalf of the Covered Entity available upon request to the Secretary of the U.S. Department of Health and Human Services so that it may evaluate the Covered Entity's compliance with the Privacy Rule.

(i) **Obligations of Business Associate Upon Termination.** The Business Associate shall, upon termination or expiration of this BAA, if feasible, return or allow the Covered Entity to destroy all PHI received from, processed by, or received by the Business Associate on behalf of the Covered Entity, that the Business Associate still maintains in any form in connection with this BAA and the Agreement through a deletion option provided by Business Associate in the Platform and retain no copies of such PHI except as otherwise set forth in Section 5(b) of this BAA or the Agreement. If such return or destruction is not feasible as determined by the Business Associate, Business Associate will extend the protections of this BAA to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.

(j) **Reporting of Security Incident.** The Business Associate shall report to the Covered Entity any Security Incident of which it becomes aware. Under 45 C.F.R. § 164.304, a Security Incident is defined as the attempted or successful unauthorized access, use, disclosure, or destruction of information or interference with system operations in an information system. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, or through any other mechanism so long as no such incident results in Unauthorized access, use or disclosure of PHI.

3. Breach Notification Procedures.

(a) **Reporting of Breach of Unsecured PHI.** Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI. Such notification shall promptly be made to the Covered Entity in writing without unreasonable delay but in no event not later than thirty (30) days from the date that Business Associate became aware of such breach, or by exercising reasonable diligence should have known of such breach. Furthermore, in the event of a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said Breach.

(b) **Instructions for Reporting a Breach of Unsecured PHI.** Upon Business Associate's knowledge of a Breach of Unsecured PHI, Business Associate will notify Covered Entity, and in such notification, the Business Associate shall include, to the extent known and available, the following information: (1) a brief description of what happened, including the date of the incident and the date of the discovery of the incident; (2) the identification of each individual whose PHI was disclosed or potentially disclosed; (3) a description of the types of PHI that were involved in the incident; (4) any steps individuals should take to protect themselves from potential harm resulting from the incident; and (5) a brief description of what Business Associate is doing to investigate the incident, to mitigate the incident, and to protect against any further incidents. If any such information is not available at the time of the notification, Business Associate shall reasonably work with Covered Entity to provide further information as promptly as information becomes available.

4. Compliance Related Changes.

The Parties recognize that HIPAA may change or may be clarified from time to time, and that terms of this BAA may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications. The Parties agree to negotiate, in good faith, revisions to the terms of this BAA that cause the potential or actual violation or noncompliance.

5. Term and Termination.

(a) Term. This BAA shall become effective on the clicking "I Accept" on the monday.com Platform when enabling the HIPAA compliant feature (only applicable to the enterprise tier subscription) even if you have earlier signed the online version as set forth above, and shall terminate upon the termination or expiration of this BAA, the Agreement, or when all PHI processed or received by Business Associate on behalf of Covered Entity is, in accordance with this BAA, destroyed or returned to Customer or, if the Parties determine that it is not feasible to return or destroy the PHI, protections are extended to such information, in accordance with the terms of the Agreement and this BAA.

(b) Termination. Notwithstanding any other provision of any agreement, either Party may immediately terminate this BAA if either Party, acting reasonably, makes the determination that the other Party has breached a material term of this BAA and has failed to remedy such breach within thirty (30) days after receipt of written notice thereof. At the termination of the Agreement, BAA, or of the uses and/or disclosures of the PHI by the Business Associate, Business Associate shall if feasible, return or allow the Covered Entity to destroy all PHI received from, created by, or maintained by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form in connection with this BAA through an automatic deletion option provided by the Business Associate in the Platform and upon return or deletion retain no copies of such information except for one copy used solely for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or for compliance with legal obligations.

6. Obligations of the Covered Entity.

(a) Notice of Privacy Practices. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to that notice.

(b) Revocation of Permitted Use or Disclosure of PHI. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Restrictions on Use or Disclosure of PHI. Covered Entity shall notify Business Associate, in writing, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

(d) Minimum Necessary. Covered Entity shall provide to the Business Associate only the minimum PHI necessary for Business Associate to perform or fulfill a specific function required or permitted hereunder.

7. Miscellaneous.

(a) Integration and Sharing. Business Associate's Platform permits the integration, sharing, and exchange of information with Third Party Services and Links (both, as defined in the Agreement) that may or may not be compliant with HIPAA. If the Covered Entity chooses to use such Third Party Services and/or Links, Covered Entity is solely liable and responsible for the exchange of information, including any PHI between the Business Associate's services and the third party. Third Party Services providers do not provide services concerning PHI on behalf of monday.com and are not business associates of monday.com. monday.com hereby expressly disclaims any liability for any use,

disclosure, or other action taken by such Third Party Services providers or any noncompliance by Covered Entity with any applicable law, regulation, or contractual provision relating to the sharing of information, including PHI, with any such Third Party Services.

(b) **Amendment.** Covered Entity and Business Associate agree to amend this BAA to the extent necessary to allow either Covered Entity or Business Associate to comply with HIPAA as amended by the Secretary of the Department of Health and Human Services or other related regulations or statutes. Business Associate may amend this BAA for minor edits (e.g., typos, grammatical edits and/or non-material edits) with or without notice to Covered Entity. The Parties shall mutually agree to any material edits to this BAA. In the event either of the Parties, acting reasonably, is unable to agree to new or modified terms as required to bring the BAA into compliance, either Party may terminate this BAA on thirty (30) days written notice to the other Party, or earlier if necessary to prevent non-compliance with a HIPAA requirement.

(c) **Audits.** If and to the extent required to comply with applicable law, Business Associate shall provide to Covered Entity (and Covered Entity's regulators) access during business hours and upon reasonable prior written notice (of no less than fourteen (14) days) to, and prior coordination with, Business Associate's personnel, to Business Associate's records and other pertinent information, all to the extent relevant to audit Business Associate's compliance with its obligations under this BAA. Business Associate shall provide any assistance reasonably requested by Covered Entity or its designee in conducting any such audit.

(d) **No Third-Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

(e) **Notices.** All notices required to be given to either Party under this BAA will be in writing and sent by traceable carrier, which includes via email, in accordance with the terms of the Agreement. Notices will be effective upon receipt.

(f) **Governing Law.** This BAA shall be governed by and construed in accordance with the laws governing the Agreement between the Parties, without regard to its conflict of laws provisions.

This BAA supersedes any previous BAA between the Parties related to the subject matter herein.

Last Updated: February 7, 2022

WorkCanvas Terms and Conditions

Welcome to WorkCanvas by monday.com ("**WorkCanvas**"). Please read carefully these WorkCanvas Terms and Conditions ("**WorkCanvas Terms**"), and do not accept these WorkCanvas Terms or use WorkCanvas if you do not agree to be bound by these terms.

By accepting these WorkCanvas Terms or by using WorkCanvas you agree and acknowledge that (i) you are not relying on any representation or statement other than as expressly set forth in these WorkCanvas Terms; (ii) you accept and acknowledge that you read, understand, and agree to these WorkCanvas Terms; and (ii) that you have full legal authority to enter into these WorkCanvas Terms.

Governing Terms. These WorkCanvas Terms together with the monday.com Terms of Service incorporated herein by reference, govern use of WorkCanvas. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the monday.com Terms of Service. In case of any contradiction between these WorkCanvas Terms and the monday.com Terms of Service, these WorkCanvas Terms shall prevail.

IN A CASE WHERE AN AGREEMENT OTHER THAN THE monday.com TERMS OF SERVICE HAD BEEN EXECUTED BETWEEN YOU AND monday.com FOR THE PROVISION OF THE monday.com SERVICE ("**AGREEMENT**"), SUCH AGREEMENT SHALL NOT BE IN AFFECT WITH REGARDS TO WORKCANVAS AND SHALL NOT APPLY TO IT OR TO YOUR USE OF WORKCANVAS.

Disclaimer of Warranties. WORKCANVAS IS PROVIDED "AS IS" AND AS AVAILABLE, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED AND monday.com EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, RELIABILITY, AVAILABILITY, PERFORMANCE AND NON-INFRINGEMENT. USE OF WORKCANVAS IS AT YOUR OWN RISK AND YOU ACKNOWLEDGE THAT WORKCANVAS MAY BE INCOMPLETE, INCLUDE INACCURACIES, ERRORS AND BUGS, CAUSE CORRUPTION, LOSS OF DATA OR OTHER PROBLEMS.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, SHALL monday.com OR ITS AFFILIATES BE LIABLE FOR: (I) ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF REVENUE, COSTS OR BUSINESS (III) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION OR GOODWILL; (IV) FAILURE OF SECURITY MEASURES; AND/OR (V) COST OF PROCURING ANY SUBSTITUTE SERVICES, WHETHER YOU, monday.com OR ITS AFFILIATES, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES. IN ANY EVENT, monday.com'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES RELATING TO WORKCANVAS OR WORKCANVAS TERMS WILL NOT EXCEED ONE HUNDRED DOLLARS.

Term and Termination. You may access and use WorkCanvas subject to your compliance with these WorkCanvas Terms. monday.com may modify these monday WorkCanvas Terms, terminate WorkCanvas, or any part thereof, at its sole discretion and without liability to you. Your Termination rights shall be subject Section 11 of the monday.com's Terms and Conditions.

Survival. Sections 2 through 6 will survive expiration or termination of these WorkCanvas Terms.

monday AI Beta Terms and Conditions

monday AI are services that include features, applications, bots, and other functionalities based on artificial intelligence and machine learning data models (“**monday AI**”). Currently monday AI is offered to you by monday.com as a Pre-Released Beta Service. These monday AI Beta Terms and Conditions (“**monday AI Terms**”) together with the monday.com [Terms of Service](#), incorporated herein by reference, cover installing or enabling monday AI in your account, and/or any access or use of monday AI. Additional AI functionalities may be offered to you by Third Parties as Third Party Services, as further described herein. Please read carefully these monday AI Terms, and don't accept the monday AI Terms, install or use monday AI if you don't agree to be bound by these monday AI Terms.

Governing Terms. You agree and acknowledge that (i) you are not relying on any representation or statement other than as expressly set forth in these monday AI Terms; (ii) you accept and acknowledge that you read, understand, and agree to these monday AI Terms; and (iii) you have full legal authority to accept these monday AI Terms either on behalf of your organization, or on your behalf, as applicable; and (iv) In case of any contradiction between these monday AI Terms and the monday.com Terms of Service, the monday AI Terms shall prevail. In a case where an agreement other than the monday.com Terms of Service had been executed between you and monday.com for the provision monday.com Services, such agreement shall not be in effect with regards to monday AI.

Nature of monday AI. You may provide or make available input to monday AI, which may include text, prompt or any other content (“**Input**”) and receive responses generated by monday AI which may include content, suggestions, formula or any other output (“**Output**”). You acknowledge that due to the nature of machine learning, other Customers and/or Users may use monday AI in a manner which may generate identical or similar Output. We make no representations or warranties with regards to Output, including of ownership thereof.

Usage of monday AI. Any use you make of monday AI, including by providing or making available Input or using Output must not violate any applicable law or monday.com Terms of Service, or infringe any third party rights, including but not limited to, intellectual property rights or privacy rights You are solely responsible for your use of monday AI and content generated through monday AI.

Improving and Developing monday AI. Notwithstanding anything to the contrary in any applicable agreement between you and monday.com, we may collect and use data of your interaction with, or use of monday AI, including Input and/or Output in order to: (i) improve and develop monday AI; and (ii) provide you with monday AI functionalities. monday.com does not use your Input and/or Output to train machine learning data models and does not allow others to do so.

Monitoring. monday.com and/or its generative AI related Sub-Processors, may monitor your Inputs and/or Outputs in order to monitor and/or prevent and/or debug abusive, unlawful, harmful or unauthorized uses.

Third Party Services. monday.com, including through the monday AI Assistant may enable you to install and use Third Party Services which provide AI functionalities. In accordance with our Terms of Service, your use of such Third Party Services will be subject to such Third Party Service terms.

Additional Sub-Processor. In addition to Sub-Processors listed under monday.com Sub-Processors page, available at <https://monday.com//privacy/sub-processors-subsidiaries->

support/ data processed in monday AI may also be processed by additional Sub-Processors, including Microsoft Azure.

Acceptable Use Policy. You acknowledge and agree that your use of the monday AI is in accordance with our [Acceptable Use Policy](#).

Disclaimer of Warranties. monday.com DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS REGARDING MONDAY AI, ITS FEATURES, FUNCTIONALITIES, OUTPUTS AND/OR THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF MONDAY AI AND/OR THE OUTPUT. USE OF MONDAY AI AND/OR OUTPUT IS MADE AT YOUR OWN RISK. MONDAY AI IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED AND monday.com EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OR REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUALITY, COMPLETENESS, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY AND PERFORMANCE. monday.com DO NOT WARRANT OR REPRESENT THAT MONDAY AI AND/OR OUTPUT WILL BE UNINTERRUPTED, ERROR OR BUG FREE, NON-OFFENSIVE, NON-INFRINGEMENT, NON-HARMFUL ACCURATE, LAWFUL OR APPROPRIATE.

Indemnification. Our indemnity obligation under Section 16.2 of monday.com's Terms of Service shall not apply in connection with monday AI.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THESE MONDAY AI TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT SHALL monday.com, ITS AFFILIATES AND THIRD-PARTY PROVIDERS BE LIABLE FOR: (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, BUSINESS, OR ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, INTELLECTUAL PROPERTY, REPUTATION, REVENUE OR GOODWILL; (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS; AND/OR (V) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THESE MONDAY AI TERMS SHALL APPLY: (I) EVEN IF monday.com, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT). IN ANY EVENT, monday.com'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES UNDER THESE MONDAY AI TERMS WILL NOT EXCEED ONE HUNDRED DOLLARS.

Term and Termination. You may access and use monday AI subject to your compliance with these monday AI Terms. monday.com may modify these monday AI Terms, terminate monday AI, or any part thereof, at its sole discretion and without liability to you.

Pricing. monday AI is currently offered at no cost, and may be subject to payment in the future.

Survival. Sections 1, 2, 3, 4, 5, 7, 9, 10, 11 and 12 will survive expiration or termination of these monday AI Terms.

ADDENDUM TO MONDAY.COM TERMS OF SERVICE

(CA-Riverside County Probation Department)

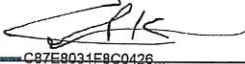
This is an addendum (“**Addendum**”) to the monday.com Terms of Service (the “**Terms**”) available at www.monday.com/terms/tos applies solely to below listed Government Customer, as defined in the Terms. All terms and conditions as set forth in the Terms shall remain in full force and validity with no change unless clearly identified herein and shall apply to this Addendum except as expressly amended herein. In the event of any contradiction or discrepancy between the terms of this Addendum and the Terms, the provisions of this Addendum shall prevail. All capitalized terms not specifically defined hereunder shall have the meaning ascribed to them in the Terms, as amended by this Addendum.

1. **Applicability.** This Addendum is applicable to Government Customers; however, this Addendum shall not apply to a government employee or individual acting in a private, personal or non-governmental capacity.
2. **No endorsement.** With reference to Section 5.2 of the Terms, monday.com shall not use the fact that Government Customer uses our Site and/or Services or Government Customer’s seals, trademarks, logos, service marks, trade names, and in a manner to state or imply that the Services are endorsed, sponsored or recommended by Government Customer or considered by Government Customer to be superior to any other products or services.
3. **Taxes.** Notwithstanding the terms of Section 8.4 of the Terms, to the extent that the Government Customer is a tax-exempt institution and produces to monday.com an applicable exemption certificate, such exempt taxes shall not be included in the Subscription Fees.
4. **Auto-Renewal.** In accordance with Section 8.9 of the Terms, Government Customer and monday.com hereby agree that the Subscription Term shall not be automatically renewed.
5. **Confidentiality.** Notwithstanding the terms of Section 12, monday.com acknowledges that the Government Customer may be subject to the applicable California Public Records Act (“CPRA”) and/or freedom of information regulations, acts and/or statues (“FOI”). Solely to the extent required under such CPRA and/or FOI, Government Customer’s obligations under the applicable CPRA and/or FOI supersede its obligations under these Terms to the extent a request is made pursuant to such CPRA and/or FOI; however, Government Customer agrees to the extent permissible under the CPRA and/or FOI to designate such disclosures and materials as confidential and redact any Confidential Information from such disclosures
6. **Indemnification.** The parties hereby agree that Section 16.1 shall only apply to Government Customers to the extent permitted by applicable law.
7. **Governing Law.** The parties agree that Section 21.1 (Governing Law; Jurisdiction) and 21.3 (Arbitration) of the Terms are hereby deleted in its entirety. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
8. **Continued Performance.** monday.com shall not unilaterally revoke, terminate or suspend any rights granted to the Government Customer except as permitted under the Terms. If monday.com reasonably believes the Government Customer is in breach of the Terms, monday.com shall


pursue its rights under the applicable law and shall continue to perform its obligations under the Terms until resolution of such dispute.

- 9. Electronic Signatures. This Addendum to the Terms may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party to this Addendum agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Addendum. The Parties further agree that the electronic signatures of the parties included in this Addendum are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the date indicated below.

DocuSigned by:

 C87E8031E8C0426

monday.com Ltd.
 Ehiran Glazer
 Name: _____
 Title: CFO
 9/27/2023
 Date: _____

DocuSigned by:

 099C718626BA428

County of Riverside
 Rick Hai
 Name: _____
 Title: Supe Procurement Contract Specialis
 9/27/2023
 Date: _____

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By: _____

 495E34E3A8F947B

Lisa Sanchez
 Deputy County Counsel
 9/27/2023

