

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-129

SAP Number

Probation Department

Department Contract Representative	<u>Kimberlee Drury</u>
Telephone Number	<u>(909)387-6162</u>
Contractor	<u>Monday.com</u>
Contractor Representative	<u>Mitchell Blickman</u>
Telephone Number	<u>(415)223-9048</u>
Contract Term	<u>March 1, 2024 to February 28, 2025 or until the end of the service underlying the account</u>
Original Contract Amount	<u>\$26,400</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>\$26,400</u>
Cost Center	<u>481001000</u>

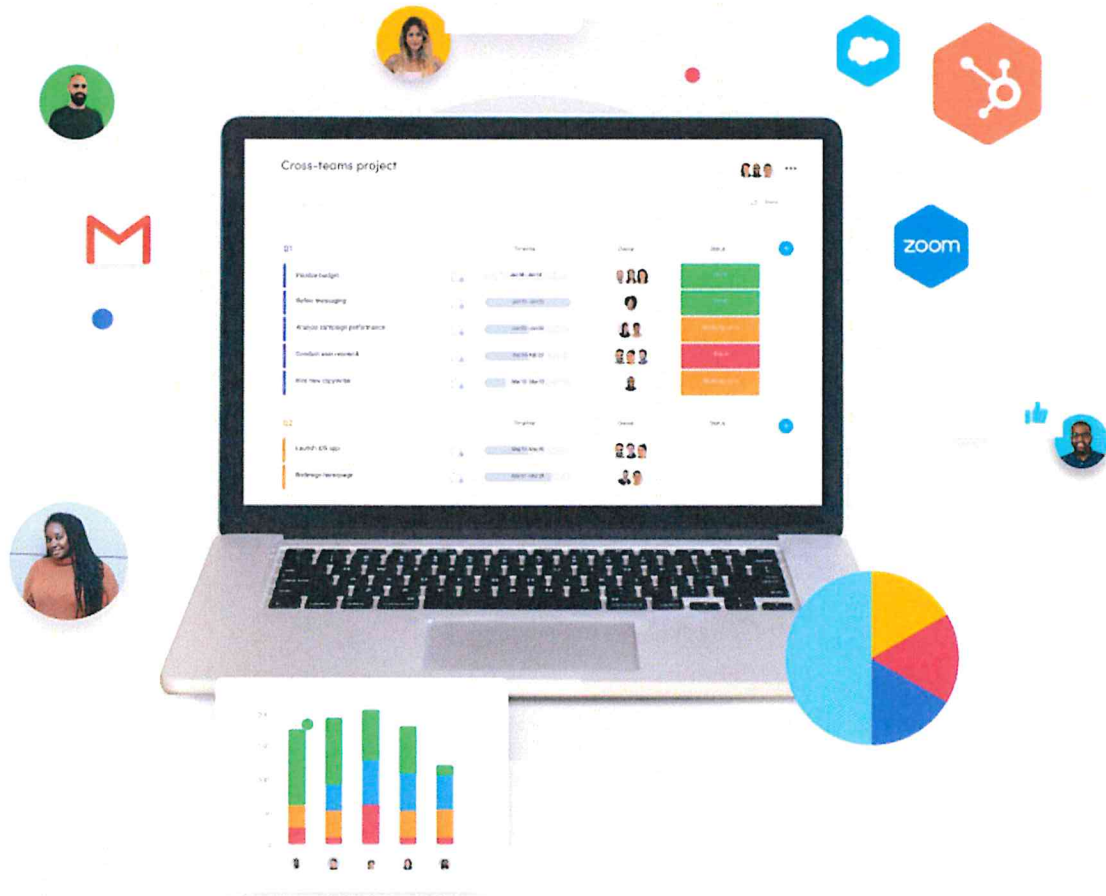
Briefly describe the general nature of the contract: Agreement with Monday.com, including non-standard terms, for cloud-based project workflow management platform to streamline workflow and collaborations.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form DocuSigned by: <u>Bonnie Uphold</u> Bonnie Uphold, Supervising Deputy County Counsel Date <u>1/30/2024</u></p>	<p>►</p>	<p>Reviewed/Approved by Department DocuSigned by: <u>Edward Barry</u> Edward Barry, Chief Probation Officer Date <u>1/30/2024</u></p>
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Sales Order for San Bernardino 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,
Ernesto Andaya

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 152K+ 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: Mireya Macias
Company Legal Name: San Bernardino
 County Probation Department
Tax ID: 95-6002748
Billing Address:
 175 W. 5th Street,
 San Bernardino, California, 92415,
 United States
Sales Rep: Ernesto Andaya
 MO-258177

Sold-To Name: San Bernardino
 County Probation Department
Sold-To Address:
 175 W. 5th Street,
 San Bernardino, California, 92415,
 United States

Order Date: Mar 1, 2024
Valid Date: Mar 30, 2024

Pricing Summary

Description	List Price	Quantity	Hours	Duration	Plan Period	Start Date	End Date	Net Price
monday.com Work OS - Enterprise Plan	\$44.00	50	-	12	Yearly	Mar 1, 2024	Feb 28, 2025	\$26,400.00
Customer Success Manager Plan: Silver 4 Strategic Touchpoints + 4 Consulting Hours (Per Year)	\$0.00	-	-	12		-	-	0
Advanced Onboarding Hours	\$0.00	-	10	-	-	Mar 1, 2024	-	0
Total List Price								\$26,400.00
Total Net Price								\$26,400.00

Onboarding Expiration Date is Apr 30, 2024

Advanced Onboarding hours - 10 hours

Up to 10 hours
 Up to 6 sessions
 Up to 2 workflows

Activation Period: Mar 1, 2024 - Feb 28, 2025

Payment Terms: Net 30

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

This SO does not reflect any applicable taxes that may arise as a result of this SO. 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 SO. Customer hereby acknowledges and agrees that the shipping and billing information set forth in this SO may be relied upon by monday.com for purposes of calculating such taxes.

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 ("**Agreement**") then the engagement hereunder (including, unless expressly stated otherwise, any expansions, upgrades or subsequent renewals) shall be governed by the Agreement. This Sales Order, Terms, Addendum and Agreement (as the case may be) and any exhibits or appendices referred 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.

Additional Services. 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 Terms, Addendum or Agreement (as the case may be). 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.

Addendums:

Subscription Auto-Renewal (Section 8.9 of ToS): In accordance with Section 8.9 of the Terms, 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.

Name: **Dawn Rowe**
Title: **Chair, Board of Supervisors**
Date: **FEB 06 2024**
Signature: **X**



- If you are exempt from paying sales tax please attach a tax exemption certificate in order for us to process the correct invoice
- If you require a purchase order number to be quoted on the invoice, please attach a copy of the Purchase Order.
- Please confirm the finance contact, preferably an accounts payable e-mail address, where invoices should be sent

ADDENDUM TO MONDAY.COM TERMS OF SERVICE**(Government Customer)**

This is an addendum (“**Addendum**”) to the monday.com Terms of Service (the “**Terms**”) available at www.monday.com/terms/tos, with the version that exists as of the execution date attached hereto as Exhibit A, which 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, unless otherwise consented in writing by the Government Customer and monday.com
5. Confidentiality. Notwithstanding the terms of Section 12, monday.com acknowledges that the Government Customer is subject to compliance with the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, California Public Records Act (Government Code Section 7920.005), and similarly applicable freedom of information regulations, acts and/or statutes (collectively, “Regulations”). If Government Customer receives a subpoena, other validly issued administrative or judicial process, or public records request pursuant to such Regulations requesting Confidential Information of Monday.com, it will, to the extent legally permissible, promptly notify Monday.com, and if requested by Monday.com, tender to monday.com the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, Government Customer will then be entitled to comply with the request to the extent permitted by law, provided that Government Customer promptly notified monday.com and, to the extent permissible under such Regulations, designates such disclosures and materials thereunder as confidential and redact any Confidential Information from such disclosures.

6. Limitation of Liability. The parties agree that Section 14.2 of the Terms are hereby replaced with the following:

“14.2. EXCEPT FOR THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (*INDEMNIFICATION*) HEREIN, EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOUR PAYMENT OBLIGATIONS HEREUNDER, OR BREACH OF OUR [ACCEPTABLE USE POLICY](#) BY EITHER OR 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 SERVICE) EXCEED THE GREATER OF (i) FIFTY THOUSAND DOLLARS (US \$50,000); OR (ii) THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU (IF ANY) DURING THE TWELVE (12) CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.”
7. Indemnification. The parties hereby agree that Section 16.1 shall only apply to Government Customers to the extent permitted by applicable law.
8. Insurance. Without in anyway affecting any indemnity provided and in addition thereto, Monday.com shall secure and maintain throughout the Term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.
9. Governing Law; Jurisdiction.
 - a. The parties agree that Section 21.1 (*Governing Law; Jurisdiction*) of the Terms are hereby replaced with the following:

“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 New York 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 New York, New York shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, the Terms. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.”
 - b. The parties agree that Section 21.2 (*Class Action Waiver*) and Section 21.3 (*Arbitration*) of the Terms is hereby deleted in their entirety.
10. Assignment. Notwithstanding the terms of Section 22.5 (*Assignment*), Monday.com may not assign the contract, in whole as part of a corporate reorganization, consolidation, merger, or sale of all of its assets, unless Monday.com provides Government Customer with ten (10) days’ prior written notice of such assignment, or if legally prohibited from providing prior notice, within a commercially reasonable period after the effective date of the assignment.
11. 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.

- 12. This Terms of Service and this Addendum, including all attachments, which are attached hereto and incorporated by reference, collectively represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Addendum not expressly set forth herein are of no force or effect. This Addendum is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Addendum and signs the same of its own free will.
- 13. Electronic Signatures. This Addendum may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Addendum upon request.

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

DocuSigned by:

 C87F8031F8C0426

monday.com Ltd.
 Name: Eliran Glazer
 Title: CFO
 Date: 1/26/2024



San Bernardino County
 Name: Dawn Rowe
 Title: Chair, Board of Supervisors
 Date: FEB 06 2024



ATTACHMENT A INSURANCE REQUIREMENTS

Monday.com agrees to provide insurance set forth in accordance with the requirements herein.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, monday.com shall secure and maintain throughout the Term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees including volunteers providing services on behalf of monday.com.
- b. Commercial/General Liability Insurance – Monday.com shall carry General Liability Insurance covering monday.com's legal liability for all operations performed by or on behalf of monday.com providing coverage for bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance –Reserved.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability to the extent applicable to monday.com.
- e. Professional Liability –Professional Liability Insurance with limits of one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for one (1) year after termination of the Term.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of \$1,000,000 for each occurrence and aggregate of \$2,000,000 (as a standalone policy or with combined limits with monday.com's Professional Liability insurance) covering monday.com's legal liability for privacy violations, non-public information theft, damage to or destruction of electronic non-public information, intentional and/or unintentional release of private information, alteration of electronic non-public information, extortion and network security. The policy shall protect the involved Government Customer entities and cover breach response cost as well as regulatory fines and penalties.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions Professional Liability and Cyber Liability policies shall contain additional endorsements naming the Government Customer with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Government Customer to vicarious liability but shall allow coverage for the Government Customer to the full extent required above for the policy.
3. **Waiver of Subrogation Rights.** Monday.com shall require the carriers of required coverages to waive all rights of subrogation against the Government Customer. All general or auto liability insurance coverage provided shall not prohibit monday.com and Monday.com's employees or agents from waiving the right of subrogation prior to a loss or claim. Monday.com hereby waives all rights of subrogation against the Government Customer.
4. **Policies Primary and Non-Contributory.** The Commercial/General Liability policy required herein is to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Government Customer.
5. **Severability of Interests.** Monday.com agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between monday.com and the Government Customer or between the Government Customer and any other insured or additional insured under the Commercial/General Liability policy.
6. **Proof of Coverage.** Monday.com shall furnish Certificates of Insurance to the Government Customer Department administering the Addendum evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be canceled without thirty (30) days written notice to the Department, and Monday.com shall maintain such insurance from the time Monday.com commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers with a minimum "Best" Insurance Guide rating of "A-VII".
8. **Deductibles and Self-Insured Retention.** Reserved.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Government Customer has the right but not the obligation or duty, after giving monday.com fourteen (14) days' prior written notice, to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the Government Customer will be promptly reimbursed by monday.com or Government Customer payments to monday.com will be reduced to pay for Government Customer purchased insurance.

10. **Insurance Review.** Reserved.

Exhibit A

monday.com 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 Beta 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 Admins.

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; (ii) create, monitor or modify Users’ actions and permissions; (iii) manage the access to, control, remove, share posts or otherwise change, all or part of the Customer Data (as defined below); (iv) assign certain privileges to such other Users (as defined below); and (v) 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.

Last Updated: December 20, 2023