

monday.com Additional Services Terms

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

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

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

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

1. The Additional Services.

- 1.1 The Onboarding Services. Subject to these AS Terms, monday.com may provide Customer with Onboarding Services with monday.com’s Customer Success Managers, to help Customer set up its Account, all as set forth in the Order Form or such other mutually agreed statement of work executed between the parties (“**SOW**”).
- 1.2 The Consulting Services. Subject to these AS Terms, monday.com may provide Customer with the Consulting Services to assist Customer to optimize its use of the Service, all as set forth in the Order Form or SOW.
- 1.3 Technical Services. Subject to these AS Terms, monday.com may provide Customer certain Technical Services related to the Service, the scope, fees and services to be provided in connection with the Technical Services shall be set forth in a mutually agreed SOW.
- 1.4 Unless otherwise agreed in writing, the Additional Services will be provided for an agreed block of hours, as set forth in the Order Form or SOW, and will be performed remotely.
- 1.5 The Additional Services will be available to Customer for such period set forth in the Order Form or SOW (the “**AS Term**”).

2. Consideration.

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

3. Intellectual Property.

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

4. Term and Termination.

These AS Terms shall terminate upon the earlier of: (i) the completion of the Additional Services; (ii) the lapse of the AS Term; or (iii) the termination or expiration of the Agreement.

5. General

- 5.1 The Terms, to the extent applicable, shall apply to the Additional Services and are incorporated herein by reference, *mutatis mutandis*, which for clarity includes but is not limited to the following sections as applicable to Customer: Section 5.5 (Feedback); Section 6.4 (Anonymous Information); Section 8.1 (Order Form); Section 8.4 (Taxes); Section 8.12 (Payment through Reseller); Section 11.2 (Termination for Cause); Section 12 (confidentiality); Section 13 (Warranty Disclaimer); Section 14 (Limitation of Liability); Section 15 (Specific Laws; Reasonable Allocation of Risks); Section 16 (Indemnification); Section 18 (Export Controls; Sanctions); Section 19 (Modifications); Section 20 (Government Use); Section 21 (Governing Law and Jurisdiction; Class Action Waiver and Mandatory Arbitration); Section 22 (General Provisions); Privacy Policy and DPA. Section References refer to such sections of the Terms; however, shall be adjusted to reflect such respective sections of the respective agreement between Customer and monday.com should the parties have entered into a separate agreement related to the Service.
- 5.2 For the purpose of these AS Terms, in the Agreement: (i) any reference to the Agreement shall refer to these AS Terms; (ii) any reference to the “Service” shall refer to the Additional Services; (iii) any reference to the Subscription Fees shall refer to the AS Fees.
- 5.3 Nothing contained herein limits monday.com’s right to develop, use, market, or sell services or products that are similar to the Work Products or the Additional Services, or

to use such Work Products to perform similar services for any other purposes, including without limitation in connection with other projects and customers but subject to monday.com's obligations with respect to the Customer Data and Customer's Confidential Information.

Last update: February 2, 2021