

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 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 may be subject to the applicable freedom of information regulations, acts and/or statutes (“FOI”). Solely to the extent required under such FOI, Government Customer’s obligations under the applicable FOI supersede its obligations under these Terms to the extent a request is made pursuant to such FOI; however, Government Customer agrees to the extent permissible under the FOI to designate such disclosures and materials as confidential and redact any Confidential Information from such disclosures
6. Indemnification. The parties hereby agree that Section 16.1 shall only apply to Government Customers to the extent permitted by applicable law.
7. Governing Law. The parties agree that Section 21.1 (Governing Law; Jurisdiction) and 21.3 (Arbitration) of the Terms are hereby deleted in its entirety. The parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
8. Continued Performance. monday.com shall not unilaterally revoke, terminate or suspend any rights granted to the Government Customer except as permitted under the Terms. If monday.com reasonably believes the Government Customer is in breach of the Terms, monday.com shall

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

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

monday.com Ltd.

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____