

ADDENDUM TO MONDAY.COM TERMS OF SERVICE

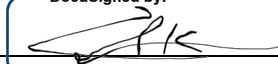
(Government Customer)

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, including but not limited to NRS 239.010 (“**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. For clarity, monday.com acknowledges that Customer may, solely to the extent required under such FOI, disclose this Addendum or information shared pursuant to this Addendum within the timeframes provided therein. Government Customer agrees, to the extent permissible under such FOI, to without undue delay provide monday.com with written notice of the applicable FOI request and to collaborate with monday.com in good faith to designate certain information in or shared pursuant to this Addendum as confidential and redact any Confidential Information from such disclosure.
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.


DocuSigned by:

C87E8031F8C0426...
monday.com Ltd.
Name: Eliran Glazer
Title: CFO
Date: 11/22/2023




City of North Las Vegas,
a Nevada municipal corporation

By: 
Pamela A. Goynes-Brown, Mayor

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Sales Order for City of North Las Vegas



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,
Joseph Giardina

About monday.com

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

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

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

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





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

To: Dennis Moriarity
Company Legal Name: City of North Las Vegas
Tax ID: 000
Billing Address:
2250 Las Vegas Blvd N,
Las Vegas, Nevada,89030,
United States
Sales Rep: Joseph Giardina
MO-358137

Sold-To Name: City of North Las Vegas
Sold-To Address:
2250 Las Vegas Blvd N,
Las Vegas, Nevada, 89030,
United States

Order Date: Jun 6, 2024
Valid Date: May 31, 2024

Pricing Summary

Description	List Price	Quantity	Hours	Duration	Plan Period	Start Date	End Date	Discount %	Net Price
monday.com Work OS - Enterprise Plan	\$52.00	160 Seats	-	12	Yearly	Jun 6, 2024	Jun 5, 2025	7.50%	\$92,352.00
monday CRM - Enterprise Plan	\$8.00	10 Seats	-	12	Yearly	Jun 6, 2024	Jun 5, 2025	0%	\$960.00
Customer Success Manager Plan: Gold 10 Strategic Touchpoints + 15 Consulting Hours (Per Year)	\$0.00	1	-	12		-	-	0%	0
Total List Price									\$100,800.00
Discount									7.43%
Total Net Price									\$93,312.00

Activation Period: Jun 6, 2024 - Jun 5, 2025
Payment Terms: Net 30

If this Sales Order is not returned signed by Customer by May 31, 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/l/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:

Reference to Addendum: Notwithstanding the above, the parties acknowledge and agree that this Sales Order is governed by the terms as amended by the Addendum to the monday.com Terms of Service entered into by and between monday.com Ltd. and City of North Las Vegas, a Nevada municipal corporation dated Nov 22, 2023.

Attest:

By : _____
Jackie Rodgers, City Clerk

Name: Pamela Goynes-Brown

Title: Mayor

Date:

Signature: **X** _____

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

- 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