

## SaaS Subscription Agreement between Monday.com and Alachua County, No. 14179

This SaaS Subscription Agreement (“**Agreement**”), is made and entered into on this **8th** day of **February, 2024** (“**Effective Date**”), by and between monday.com Ltd., an Israeli company with its registered office at 6 Yitzhak Sadeh St., 6777506, Tel-Aviv, Israel (“**monday.com**”), and Alachua County, a charter county and a political subdivision of the state of Florida, having its main office at 12 **SE 1<sup>st</sup> Street, Gainesville, FL 32601** (“**Customer**”) (Customer and monday.com shall be referred to as a “**Party**” and collectively as the “**Parties**”).

**WHEREAS**, monday.com is the owner, developer and provider of a work operating system platform and makes it available for its customers to use on a Software-as-a-Service basis (“**Service**”); and

**WHEREAS**, Customer wishes to: (i) subscribe to, access and use the Service; and (ii) permit its employees (including its Affiliates’ (as defined below) employees) and/or other users to access and use the Service, in accordance with the terms of this Agreement and subject to the number of users subscribed under the underlying plan (the “**Users**”). For the purpose of this Agreement, “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Right to Use.** Subject to the terms and conditions of this Agreement, monday.com hereby grants Customer a limited, non-exclusive, non-sublicensable, non-assignable and non-transferable right during the Subscription Term to (i) access and use the Service, via its Users in Customer’s internal operations; and (ii) to create and edit Customer Data, and to access or edit Customer Data created, uploaded, posted, or published on Customer’s Account (as such capitalized terms are defined below). The foregoing right is subject to the access and use restrictions set forth in Section 5 (*Restricted Use*) below, which restrictions, for the avoidance of doubt, are in addition to, and without derogating from, any other access and use restrictions set forth herein.
- 2. The Service.** monday.com provides the functionalities described in [www.monday.com](http://www.monday.com) as part of the Service. monday.com may add other functionalities and/or modify and/or discontinue some of the functionalities in its own discretion and without further notice; however, if monday.com makes any material adverse change in the core functionality of the Service, then monday.com will notify Customer by posting an announcement on the company website and/or via the Service and/or by sending Customer an email.
- 3. Customer Account.** A Customer account will be created by Customer (“**Account**”) and access to the Account may be provided by the Customer to each of its Users in connection with Customer’s use of the Service, subject to: (i) the User limitations and any other limitations set forth in this Agreement or a separate mutually agreed order form (an “**Order Form**”), (ii) the features and functionalities available to each User as determined by the respective subscription plan governing such Account, (iii) the privileges of each such User, which include the general limitations underlying the different types of users, such as Admin and Guests (as defined below); ((i) - (iii) above, collectively, the “**Limitations**”). Customer is solely responsible for the content and any activity that occurs in each Account, including without limitation, any activity performed in the Account by Customer’s Users and compliance by its Users with the AUP (as defined below). Customer shall: (a) not allow anyone other than Customer’s Users to access and use the Account; (b) keep, and ensure that Users keep all Account login details and passwords secure at all times; (c) ensure that the login details for each User may only be used by that User, and that multiple people may not share the same login details; and (d) promptly notify monday.com in writing if Customer becomes aware of any unauthorized access or use of Customer’s Account.

“**Admin(s)**” is a user that possesses all privileges in an Account and control over the use of the Service. Admins are severally and jointly, deemed as the authorized representatives of the Customer, and any decision or action made by any Admin, is deemed as an authorized decision or action on behalf of Customer. Admin’s rights include but are not limited to: (1) assigning or adding other members of the Account as Admins; (2) controlling Customer’s and Users’ use of the Account; (3) purchasing, upgrading or downgrading the Service; (4) creating, monitoring or modifying Users’ actions and permissions; (5) managing the access to, control, remove, share posts, delete or otherwise change, all or part of the Customer Data (as defined below); and (6) integrating or disabling integration with Third Party Services.

A “**Guest**” is a user that is **external** to the organization, has an email domain that is different from the email domain(s) associated with Customer and has limited access rights to the Service.

“AUP” means the monday.com Acceptable Use Policy, available at <https://monday.com/terms/aup>, as may be updated from time to time, and such terms are hereby incorporated as part of this Agreement.

4. **Technical Support and Committed Uptime.** To the extent Customer purchased an enterprise tier subscription (an “Enterprise Plan”), Customer shall be entitled to premium technical support and an uptime commitment, by monday.com, in accordance with the Service Level Agreement available at <https://monday.com/terms/sla/>, as may be updated from time to time, and such terms are hereby incorporated as part of this Agreement.
5. **Restricted Use.** Except as specifically permitted in this Agreement, Customer shall not, and shall not allow any User to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, display, transmit, broadcast, transfer or distribute any portion of the Service to any third party (which for clarity excludes authorized use by Affiliates), or use the Service in any service bureau arrangement; (ii) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (iii) reverse engineer, decompile, disassemble, decrypt or attempt to derive the source code of, the Service, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Service for any purpose; (vi) take any action that imposes or will likely impose an unreasonable or disproportionately large load on the monday.com infrastructure or infrastructure which supports the Service; (vii) use the Service in breach of the Limitations; (viii) interfere or attempt to interfere with the integrity or proper working of the Service, or any related activities; (ix) remove, deface, obscure, or alter monday.com’s or any third party’s identification, attribution, copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service, or use or display logos of the Service without monday.com’s prior written approval; (x) use monday.com’s Materials (as defined below) without monday.com’s prior written consent; (xi) use the Service to develop a competing service or product; (xii) use the Service to send unsolicited or unauthorized commercial communications; and/or (xiii) use the Service in any unlawful manner, for any harmful or inappropriate purpose, or in breach of this Agreement, any terms and conditions or agreements related to any third-party product or service Customer uses in connection with the Service. Without derogating from the above, Customer agrees to remain liable to monday.com for any act or omission of a User that would constitute a breach of this Agreement as if such acts or omissions were by Customer.
6. **Customer Data.**
  - 6.1. The Service allows Customer, via its Users, to create, upload, post, and publish certain content, such as (i) images and/or text and/or videos used in creating content through the Service, as well as comments; (ii) images or videos retrieved from third parties in such items; (iii) description, text and information processed through the Service; and/or (iv) submissions made through the Service or any other data which is stored on, or otherwise processed by the Service, and all of the aforesaid is processed by monday.com solely on Customer’s behalf (“Customer Data”).
  - 6.2. Customer hereby represents and warrants that (i) it and/or its Users own or have the necessary rights and permissions to use and authorize monday.com to use all intellectual property rights in and to their Customer Data, and to enable inclusion in the Service and use thereof in the Service as contemplated by this Agreement; and (ii) the Customer Data it submits, its use of such Customer Data, and monday.com’s use of such Customer Data, as set forth in this Agreement, does not and shall not (a) infringe or violate any patents, copyrights, trademarks or other intellectual property, proprietary or privacy or publicity rights of any third party; (b) violate any applicable law, including data protection legislation and export control laws; (c) be offensive, threatening, pornographic, defamatory, libelous, harassing, hateful, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, or is in any way inappropriate; (d) promote illegal drugs, relates to illegal gambling, or illegal arms trafficking; and/or (e) be malicious or fraudulent. Customer further represents and warrants that all Customer Data and its use of the Service complies with the AUP.
  - 6.3. Customer and its Users, as applicable, will retain all of their ownership rights in their Customer Data. Customer and/or its Users hereby grant monday.com a worldwide, irrevocable (during the Subscription Term), non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Customer Data only in connection with providing and operating the Service.
  - 6.4. Other than monday.com’s security obligations expressly set forth in Section 9 (*Security*), monday.com assumes no responsibility or liability for Customer Data, and Customer shall be solely responsible for Customer Data and the consequences of using, submitting, disclosing, storing, or transmitting it, including without limitation, for any errors or omissions therein, or for any infringement of third party rights. 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 of not acting so.

7. **Privacy.** Customer acknowledges and agrees that Customer's use of the Service, including, without limitation, any information transmitted to or stored by monday.com, is governed by the monday.com Privacy Policy at [www.monday.com/terms/privacy](http://www.monday.com/terms/privacy) ("**Privacy Policy**"), insofar as it relates to such personal data where monday.com is the controller, and the Data Processing Addendum available at: [www.monday.com/terms/dpa](http://www.monday.com/terms/dpa) (the "**DPA**"), insofar as it relates to such personal data where Customer is the controller, as may be updated from time to time, and such terms are hereby incorporated as part of this Agreement.
8. **Anonymous Information.** monday.com may collect, use and publish Anonymous Information (defined below), and disclose it to provide, improve and publicize monday.com's Service and for other legitimate business purposes. "Anonymous Information" means information about use of the Service which does not enable identification of an individual, such as aggregated and analytics information about use of the Service. monday.com owns all Anonymous Information collected or obtained by monday.com.
9. **Security.** monday.com agrees during the Subscription Term to implement reasonable industry-standard, technical, and organizational security measures as applicable to monday.com designed to protect Customer Data and will, at a minimum, utilize industry standard security procedures applicable to monday.com (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data (as such terms are defined in the DPA)) designed to protect the confidentiality and integrity of Personal Data, as set forth in Exhibit A.
10. **Intellectual Property Rights, Title and Ownership in the Service.** All right, title and interest in and to the Service (excluding Customer Data), any enhancements or derivatives thereof, any and all related or underlying technology and modifications thereto, including associated intellectual property rights (including, without limitation, patents, copyrights, trade secrets, trademarks, etc.), evidenced by or embodied in and/or related to the Service, are the property of monday.com. Any rights not explicitly granted to Customer hereunder, are reserved to and shall remain solely and exclusively proprietary to monday.com (or its third party providers). monday.com, the monday.com logo, and other materials, such as software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks (excluding Customer Data) (collectively, "**monday.com Materials**") are the property of monday.com, its affiliates and its licensors. As between Customer and monday.com, monday.com retains all right, title and interest, including all intellectual property rights, in and to the monday.com Materials. This Agreement does not convey to Customer an interest in or to the Service, but only a limited revocable right of use in accordance with the terms herein. Nothing in this Agreement constitutes a waiver of monday.com's intellectual property rights under any law.
11. **Suggestions and Feedback.** Customer and its Users, may, at their sole discretion, provide monday.com with suggestions, enhancement requests and/or comments with respect to the Service ("**Feedback**"). Customer represents that it is free to do so and that they shall not provide monday.com with Feedback that infringes upon third parties' intellectual property rights. Customer further acknowledges that monday.com fully owns the Feedback and may use the Feedback at its discretion, without limitation, and without being obliged to make any payment or give credit to the Customer and its Users.
12. **Third Party Services.** Customer may elect to integrate or otherwise use in conjunction with the Service, any third party services, products, apps, and tools, including, without limitation, third party applications and widgets offered via the Service (collectively, "**Third Party Products**"). Additionally, the Service may contain links to third party websites, including third party tools that are not owned or controlled by monday.com ("**Links**" and collectively with Third Party Products, "**Third Party Services**"). Customer's use of such Third Party Services, including without limitation, the collection, processing and use of Customer's Data by such Third Party Services, is subject to a separate contractual arrangement between Customer and the provider of such Third Party Services. Notwithstanding anything in this Agreement to the contrary, monday.com bears no responsibility and/or liability for any Third Party Services, including without limitation, such Third Party Services' operability or interoperability with the Service, security, accuracy, reliability, data protection and processing practices and the quality of its offerings, as well as any acts or omissions by third parties. Customer: (i) is solely responsible and liable for its use of the Third Party Services and any content that it may send or post to such Third Party Services; and (ii) expressly releases monday.com from any and all liability arising from its use of any Third Party Services. Accordingly, monday.com encourages Customer to read the terms and conditions and privacy policy of each third party website that it may choose to visit and terms and conditions related to use of any Third Party Services that it may use.

13. **API Use.** monday.com may offer an application programming interface that provides additional ways to access and use the Service (“**API**”). Customer may only access and use the API for Customer’s internal business purposes, in order to create interoperability and integration between the Service and other products, services or systems Customer uses internally. When using the API Customer should follow and comply with the relevant developer guidelines. monday.com reserves the right at any time to modify or discontinue, temporarily or permanently, Customer’s access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and Customer is solely responsible to ensure that Customer’s use of the API is compatible with the current version.
14. **Third Party Open Source Components.** Portions of the Service include third party open source components that are subject to third party terms and conditions (“**Third Party Terms**”). If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open-source component. Notwithstanding anything in this Agreement to the contrary, monday.com makes no warranty or indemnity hereunder with respect to any third party open source component. The following copyright statements and licenses apply to discrete Service components that are distributed with various versions of the monday.com products: [Open Source List](#).
15. **Additional Services.** Customer may choose to receive and/or purchase additional services to be provided by monday.com, subject to the Additional Services Terms available at: <https://monday.com/l/legal/monday-com-additional-services-terms/>, as may be updated from time to time (“**Additional Services**”).
16. **Payments.**
- 16.1. **Subscription Fees.** Customer’s access to and use of the Service is subject to Customer’s payment of the subscription fees (the “**Subscription Fees**”) set forth in the Order Form (with the initial Order Form attached and incorporated into this Agreement as Exhibit B) for the respective subscription period.
- 16.2. **Payment processing.** Customer agrees to provide monday.com updated, accurate and complete billing information, and authorizes monday.com (either directly by monday.com or through its affiliates, including monday.com Inc. of 111 East 18<sup>th</sup> Street, 13<sup>th</sup> Floor, New York, NY 10003, USA, or other third parties) to charge, request and collect payment (or otherwise charge, refund or take any other required billing actions) from Customer’s payment method or designated banking account for all applicable Subscription Fees and if paid via credit card to store its credit card information on monday.com servers and/or on third parties’ payment processing providers systems. Customer’s payment via credit card or other payment methods other than a wire transfer may be processed through monday.com’s affiliates, including monday.com Inc., and/or a third party payment processing service, as determined by monday.com at its sole discretion, and additional terms may apply to such payments.
- 16.3. **Payment Terms.** Unless indicated otherwise in the Order Form, all amounts are stated and shall be paid in US dollars and are payable within thirty (30) days from the date of the invoice. Unless otherwise specified in the Order Form, the Subscription Fees shall be billed on an annual basis for the respective subscription (each annual billing shall be referred to as a “**Billing Cycle**”), and the Subscription Fees for any Renewal Terms (as defined below) are based on monday.com’s then current prevailing rates on the first date of such respective Billing Cycle according to the subscription plan and number of Users selected upon renewal. Unless expressly set forth herein, the Subscription Fees are non-cancelable and non-refundable.
- 16.4. **Subscription Upgrade.** Customer may upgrade its subscription plans to upgraded plans and/or to higher Users’ tiers and/or plans in accordance with the commercially available plans and Users’ tiers, either by adding Users, changing the plan term or any other upgrade that is commercially available, during the applicable subscription period, either: (i) by providing monday.com with written notice specifying the requested upgrade; or (ii) by the Admin affecting the upgrade through the Service; or (iii) by executing a mutually agreed Order Form for such upgrade (collectively, an “**Upgrade**”). Unless otherwise set forth in the applicable Order Form, upon any such Upgrade, Customer will be billed for the applicable increased amount of Subscription Fees at monday.com’s then-current rates, which shall be prorated for the period remaining in the then-current Subscription Term.
- 16.5. **Taxes.** All Subscription Fees payable to monday.com are exclusive of applicable taxes (including without limitation VAT, withholdings or duties), and the Subscription Fees set forth in the Order Form are the net amounts which monday.com shall be paid by Customer hereunder, following any such taxes, withholdings or duties. Customer shall be responsible for the payment of all taxes, withholdings and duties of any kind payable with respect to its subscription to the Service arising out of or in connection with this Agreement. In the event that Customer is required by applicable law to withhold taxes imposed upon Customer for any payment under this Agreement, the amounts due to monday.com shall be increased by the amount necessary so that

monday.com receives an amount equal to the sum it would have received had Customer not made any withholding.

**17. Warranty Disclaimer.**

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

- 17.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN: (I) THE SERVICE IS PROVIDED ON AN "AS IS" "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS AND MAY BE UPGRADED OR CHANGED FROM TIME TO TIME; AND (II) MONDAY.COM DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. MONDAY.COM WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY: (A) TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES); AND/OR (B) ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SERVICE OR CUSTOMER'S INTERNET OR DATA SERVICES.
- 17.2. MONDAY.COM DOES NOT WARRANT THAT THE SERVICE OR ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, ERROR FREE, THAT DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITES AND/OR SERVICE ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE.
- 17.3. EXCEPT AS EXPRESSLY SET FORTH HEREIN, MONDAY.COM DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION (I) THAT THE SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF CUSTOMER'S 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 CUSTOMER; AND/OR (II) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT CUSTOMER OBTAINS THROUGH THE SERVICE AND/OR THE SITES.

**18. Limitation of Liability.**

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

- 18.1. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL MONDAY.COM, ITS AFFILIATES AND THIRD-PARTY PROVIDERS BE LIABLE FOR: (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, BUSINESS, OR ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO DATA, REPUTATION, REVENUE OR GOODWILL; (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS; AND/OR (V) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.
- 18.2. IN ANY EVENT, MONDAY.COM'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES UNDER THIS AGREEMENT SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO MONDAY.COM WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 18.3. THE FOREGOING EXCLUSIONS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY: (I) EVEN IF MONDAY.COM, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

**19. Indemnification.**

- 19.1. By monday.com. monday.com hereby agrees to defend and indemnify Customer against any damages awarded against Customer by a court of competent jurisdiction, or paid in settlement, in connection with a third party claim, suit or proceeding that Customer's or its Users' use of the Service within the scope of this Agreement infringes any copyright or trade secret of a third party. monday.com shall have no obligations or liability hereunder to the extent that the (i) alleged infringement is based on the Customer Data and any other content provided by Customer or its Users or to any events giving rise to Customer's indemnity obligations (ii) the Service (or any portion thereof) was modified by Customer or any of its Users or any third party, but solely to the extent the claim would have been avoided by not doing such modification; and/or (iii) if the Service 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 claim would have been avoided without such combination. Without derogating from the foregoing defense and indemnification obligation, if monday.com believes that the Service, or any part thereof, may so infringe, then monday.com may in its sole discretion: (a) obtain (at no additional cost to Customer) the right to continue to use the Service; (b) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent functionality; 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 Service (or part thereof) shall cease and in such an event Customer shall receive a prorated refund of any Subscription Fees prepaid for the unused and unexpired portion of the subscription period. This Section states monday.com's entire liability and Customer's exclusive remedy for infringement.
- 19.2. By Customer. To the extent permitted under the laws of the state of Florida, Customer hereby agrees to defend and indemnify monday.com against any damages awarded against monday.com by a court of competent jurisdiction, or paid in settlement, in connection with (i) a third-party claim, suit or proceeding that use of the Customer Data and any other content provided by Customer and/or its Users, infringes any intellectual property rights of a third party; or (ii) a claim by a User. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended, to the extent applicable.
- 19.3. General. The defense and indemnification obligations of the indemnifying Party under this Section are subject to: (i) the indemnifying Party being given prompt written notice of the claim; (ii) the indemnifying Party being given immediate and complete control over the defense and/or settlement of the claim; and (iii) the indemnified Party providing 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.

## 20. Term and Termination.

- 20.1. Term. Access to the Service is provided on a subscription basis for a set subscription term specified in the respective Order Form. Following the initial subscription term (the "**Initial Term**") the subscription to the Service shall automatically renew following the Initial Term for periods equal to the duration of the Initial Term (each a "**Renewal Term**", and together with the Initial Term, collectively, the "**Subscription Term**"), unless either Party gives the other a sixty (60) day prior written notice of non-renewal of all underlying Accounts before the end of the relevant Subscription Term(s). This Agreement shall become effective upon the Effective Date and shall continue for as long as Customer has a valid subscription to the Service and shall expire on the date of expiration or termination of all Subscription Terms for all underlying Accounts associated with Customer.
- 20.2. Termination for Cause. Either Party may terminate this Agreement with immediate effect if the other Party:
- 20.2.1. materially breaches this Agreement and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof; or
- 20.2.2. becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or takes any action to be so declared and the proceedings are not dismissed within forty-five (45) days.
- 20.3. Effect of Termination.
- 20.3.1. Upon termination of this Agreement, Customer shall, and shall cause its Users to immediately cease all access to and use of the Service.

- 20.3.2. Access to Customer Data. Upon termination or expiration of this Agreement, Customer's access to its Account shall terminate. In the event that Customer did not delete the Customer Data from the Account upon termination, monday.com may continue to store and host it until either Customer requests monday.com to delete the data or monday.com, at its sole discretion, deletes such Customer Data. During such period that the data has not been deleted, monday.com may, at its sole discretion, provide Customer with limited use of the Service solely in order to export or delete the Customer Data (the "**Read-Only Mode**"), which shall be for ninety (90) days post termination or expiration of this Agreement, but such Read-Only Mode period may be terminated, at any time thereafter, with or without notice to Customer, and subsequently, the Customer Data may 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 this Agreement. monday.com reserves the right to permanently delete any Customer Data or other content that may be contained in Customer's Account at any time following termination and shall not have any liability either to Customer, nor to any User or third party, in connection thereto. Customer agrees to waive any legal or equitable rights or remedies it may have against monday.com with respect to such Customer Data or other content that had been deleted.
- 20.3.3. Obligation to Pay. Except as otherwise specifically set forth in the Agreement, termination or cancellation of this Agreement for any reason shall not relieve Customer from its obligation to pay any outstanding payments due under this Agreement and Customer's obligation to pay the Subscription Fees throughout the end of the applicable Subscription Term shall remain in full force and effect, and except for termination for cause by Customer for material breach by monday.com in accordance with Section 20.2.1 above Customer shall not be entitled to a refund for any pre-paid Subscription Fees. In case of termination of the Account, cancellation will take effect at the end of the then-current Billing Cycle and Customer will not be charged for the subsequent Billing Cycle.
- 20.3.4. Survival. This Section 20.3 (*Effect of Termination*) and Sections 5 (*Restricted Use*), 7 (*Privacy*), 8 (*Anonymous Information*), 10 (*Intellectual Property Rights, Title and Ownership in the Service*), 11 (*Suggestions and Feedback*), 16 (*Payments*, to the extent any amounts due hereunder remain payable), 17 (*Warranty Disclaimer*), 18 (*Limitation of Liability*), 19 (*Indemnification*), 21 (*Confidentiality*), 25 (*Independent Contractors*), 26 (*Assignment*), 27 (*Notice*), 28 (*Governing Law and Disputes*), 29 (*Order of Precedence*), 30 (*Export*) and 31 (*General*) shall survive termination of this Agreement.
- 20.3.5. Suspension. If monday.com reasonably determines that Customer is using the Service in a manner that violates laws, rules or regulations, the AUP, or Section 5 (*Restrictions*) of this Agreement, imposes a security risk, or takes any action that impairs or will likely impair monday.com's ability to provide or support the Service monday.com may suspend Customer's access to and use of the Service until such time as the issue has been resolved.

**21. Confidentiality.** All information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), prior to or during the Subscription Term of this Agreement, whether in writing, orally or in any other form which is not in the public domain ("**Confidential Information**"), shall be held in absolute confidence, and the Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information of similar importance) to prevent the disclosure of such Confidential Information to third parties. In addition, the Receiving Party will limit its disclosure of the Confidential Information to its Affiliates' and its and their respective directors, officers, employees advisors and consultants (collectively, "**Representatives**") with a "need to know" basis, and further provided that such Representatives have a signed confidentiality agreement with the Receiving Party (or are bound by professional obligations of confidentiality) with terms and conditions no less protective of the Confidential Information than the terms under this Agreement, and that the Receiving Party shall remain responsible for any breach of the terms herein by any of its Representatives. The provisions of this paragraph shall survive termination or expiration of this Agreement, for any reason whatsoever. It is agreed that the Confidential Information shall not include information that is publicly available or becomes known to the general public through no act or omission of the Receiving Party in breach of this Agreement. It is further agreed that the Receiving Party may disclose any information pursuant to applicable law or a court order or governmental request, provided the Receiving Party, to the extent legally permissible, notifies the Disclosing Party of such requirement and uses reasonable efforts to limit such disclosure to the maximum extent permitted.


- 22. Injunctive Relief.** Each Party agrees that the wrongful disclosure of Confidential Information may cause irreparable injury that is inadequately compensable by monetary damages. Accordingly, and notwithstanding Section 28 (*Governing Law and Disputes*), either Party may seek injunctive relief in any court of competent jurisdiction for the breach or threatened breach of Section 21 (*Confidentiality*) in addition to any other remedies in law or equity.
- 23. Disclosure.** monday.com reserves the right to access, read, preserve and/or disclose (provided that disclosure to third parties is subject to the confidentiality obligations under Section 21 (*Confidentiality*)) any information that it obtains in connection with the Service as necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena, governmental request, resolving a dispute or enforcing this Agreement, (ii) detect, prevent, or otherwise address fraud, security or technical issues, and/or (iii) respond to Customer's support requests.
- 24. Reference Customer.** monday.com may use Customer's name and logo on its website and in its promotional materials to state that Customer is a customer of monday.com and its Service.
- 25. Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may make, or undertake, any commitments or obligations on behalf of the other.
- 26. Assignment.** This Agreement and any rights or obligations hereunder: (i) may not be transferred or assigned by Customer without the prior written consent of monday.com; but (ii) may be transferred or assigned by monday.com without the Customer's prior written consent. Subject to the foregoing conditions, this Agreement shall be binding upon and benefit each Party and its respective assigns. Any prohibited assignment shall be null and void.
- 27. Notice.** All notices or reports permitted or required under this Agreement shall be made by personal delivery, by express courier service (such as FedEx or UPS) that requires proof of delivery, certified or by registered mail, return receipt requested, or by, electronic mail, or through the Service in the case of notices by monday.com and shall be deemed effective (i) if mailed, five (5) business days after mailing; (ii) if made by personal delivery or sent by messenger or express courier service, upon delivery; and (iii) if sent via, electronic mail or through the Service in the case of notice by monday.com, upon transmission and the earlier of (a) electronic confirmation of receipt; or (b) on the first business day following transmission.
- 28. Governing Law and Disputes.** The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.
- 29. Order of Precedence.** In the event of any conflict or discrepancy by and among this Agreement, its exhibits and any other document referred to herein, such conflict or inconsistency shall be resolved by giving precedence in the following order, unless explicitly indicated otherwise in writing, by the Parties:
- 29.1. The DPA insofar as it relates to such personal data where Customer is the controller and the Privacy Policy insofar as it relates to such personal data where monday.com is the controller;
- 29.2. This Agreement excluding its Exhibits (if any);
- 29.3. The other Exhibits under this Agreement, including the Order Form; and
- 29.4. Any other online document incorporated into this Agreement, including the SLA and AUP.
- 30. Export.** The Service may be subject to Israeli, U.S. or foreign economic and trade sanctions and export control laws and regulations (the "**Export Controls**"), and Customer acknowledges and confirms that (i) Customer will comply with applicable laws, including Export Controls, and will not cause monday.com to violate, applicable Export Controls in connection with the Customer's subscription to, access and use of the Service; (ii) Customer is not, and will not facilitate access to the Service by a third party that is, 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, the Crimea region of Ukraine, the so-called Donetsk People's Republic, or the so-called Luhansk People's Republic); (iii) Customer is not the target of U.S. or other applicable economic sanctions, including 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; and (vi) 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.
- 31. General.** The headings used in this Agreement are for convenience only and shall in no case be considered in construing this Agreement. Any exhibits attached hereto are incorporated herein by reference. Any purchase order entered into between the Parties shall be deemed to incorporate the terms of this Agreement. If a purchase order




contains terms that purport to modify or supplement the terms of this Agreement then those purchase order terms shall have no force or effect, unless expressly agreed to in writing by both Parties. This Agreement: (i) comprises the entire agreement between the Parties regarding the subject matter hereof and supersedes and merges all prior understandings, oral and written, between the Parties relating to the subject matter of this Agreement; and (ii) may only be modified by a writing that is mutually signed by both Parties. Except for each Party’s payment obligations hereunder, neither Party shall be liable for any failure to perform due to causes beyond its reasonable control, 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, pandemic, war, terrorism, and governmental action. If any part of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. No failure or delay in exercising any right hereunder by either Party shall operate as a waiver thereof, nor will any partial exercise of any right hereunder preclude further exercise. This Agreement may be executed: (a) in counterparts, both of which taken together shall constitute one single Agreement between the Parties; and (b) via facsimile or electronic copy, and a facsimile or electronic copy of either Party’s signature shall be deemed and be enforceable as an original thereof.


**32. US Government Customer.** 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 this Agreement 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’s technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement 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 this Agreement. monday.com grants no license whatsoever to any Government Customer to any source code contained in any deliverable or a software deliverable. Any unpublished-rights are reserved under applicable copyright laws. Any provisions contained in this Agreement that contradict any law applicable to a Government Customer, shall be limited solely to the extent permitted under such applicable law.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

monday.com Ltd   
Signature: \_\_\_\_\_  
Name: elirangl@monday.com  
Title: CFO  
Date: 2/9/2024

Customer:   
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: Feb 29, 2024



Approved as to Form  
DocuSigned by:  
  
Robert C. Swain  
Alachua County  
Attorney

## Exhibit A

# MONDAY.COM INFORMATION SECURITY

### 1. Definitions

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in monday.com [Terms of Services](#) or the definitive agreement signed between monday.com and Customer, including its appendices, governing the Services (collectively, the “**Agreement**”).

“**Security Standards**” means the standards outlined in this document.

“**Data Protection Laws**” means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom and the United States of America, applicable to the processing of personal data, under the Agreement.

“**Systems**” means monday.com information systems, containing Customer Data.

### 2. Information Security Program.

2.1. Information Security Management System (ISMS). monday.com implements a formal ISMS with accordance to the ISO 27001 standard. Information security policies are assigned to a designated employee and are reviewed at least annually or following a material change.

2.2. Risk Assessment. monday.com conducts information security risk assessment in order to review the risks to the confidentiality, integrity and availability of its information systems, at least annually.

2.3. External Control Audits. monday.com undergoes an industry-recognized external control audit, including SOC 1 Type II/SOC 2 Type II (or an equivalent thereof), as performed by an independent third party at least annually, covering monday.com’s Service. monday.com will make such reports available to Customer upon request, subject to confidentiality undertakings.

3. Security Team. monday.com has designated a security team that is responsible for the development and implementation of its security program, in alignment with these Security Standards and with law applicable to monday.com.

### 4. Data Retention, Deletion and Export.

4.1. Retention. monday.com will retain Customer Data until its deletion is requested by Customer, in accordance with Section 4.2 (Deletion).

#### 4.2. Deletion.

4.2.1. monday.com provides means through its Service’s user interface for the deletion of Customer Data. Deletion may be performed during the term of the Agreement, or otherwise as part of the account closure procedure and following contract termination.

Upon such deletion request, Customer Data will be deleted within 90 days using industry standard methods as provided by monday.com's cloud computing providers.

- 4.2.2. If Customer opts to retain its Customer Data following contract termination, monday.com reserves the right to delete such Customer Data with or without prior notice.
- 4.3. Export. monday.com provides means through its Service's user interface for the export of Customer Data in a standard data format.
5. Data Segregation. monday.com ensures the physical or logical separation of Customer Data from non-Customer Data.
6. Encryption.
  - 6.1. Data in Transit. monday.com encrypts all Customer Data transferred across open networks using TLS 1.2 or higher.
  - 6.2. Data at Rest. monday.com encrypts all Customer Data at rest using AES-256, including backups (see Section 6 (Backups and Disaster Recovery)).
  - 6.3. Key Management.
    - 6.3.1. Storage. monday.com uses its cloud computing providers' solutions that are certified against the U.S. Federal Information Processing Standard (FIPS) Publication (PUB) 140-2 Security Requirements for Cryptographic Modules Security Level 2 requirements, or successor standard, and verifies that the encryption keys are stored such that the system hosting or storing the encrypted files does not have access to the key material used for encryption.
    - 6.3.2. Rotation. monday.com rotates its encryption keys at least annually.
7. Hardening. monday.com' implements hardening procedures and baseline configurations for the Systems in alignment with standard industry practices, such as CIS standard.
8. Endpoints.
  - 8.1. Encryption. Workstations issued to monday.com personnel are configured to encrypt data at rest.
  - 8.2. Anti-malware. Workstations issued to monday.com personnel are protected using a centrally managed, regularly updated anti-malware solution.
  - 8.3. Idle Lock. Workstations issued to monday.com personnel are configured with lock screen timeout of no more than ten (10) minutes.
9. Physical Media. monday.com does not store Customer Data in paper form or on mobile devices – including smartphones, thumb drives, external hard drives, etc.

10. Security Testing.

- 10.1. Penetration Testing. monday.com regularly undergoes penetration testing, as performed by an independent third party, at least annually. The executive summaries of such tests will be made available to Customer upon request, subject to confidentiality undertakings.
- 10.2. Bug Bounty. monday.com maintains a bug bounty program whereby security researchers disclose to monday.com vulnerabilities identified within the Service.
- 10.3. Dynamic Application Security Testing (DAST). monday.com regularly performs DAST against the Service, at least on a biweekly basis. The executive summaries of such tests will be made available to Customer upon reasonable request.
- 10.4. Security Testing by Customer. monday.com enables Customer to reasonably conduct security testing against the Service upon prior written coordination and agreement on the scope of such testing (no more than once a year). Any results shall be made available to monday.com.

11. Vulnerability Management.

- 11.1. Assessment. monday.com assesses all security findings derived from the security testing means listed under Section 10 (Security Testing) based on its evaluation of their impact on the confidentiality, integrity and availability of the Service and of Customer Data, with consideration for the finding's severity rating as determined by the Common Vulnerability Scoring System (CVSS).
- 11.2. Mitigation and Software Patching.
  - 11.2.1. Critical Severity. monday.com will implement a mitigation strategy designed to resolve critical severity vulnerabilities within no more than three (3) days after having become aware of such vulnerability.
  - 11.2.2. High Severity. monday.com will implement a mitigation strategy designed to resolve high severity vulnerabilities within no more than seven (7) days after having become aware of such vulnerability.
  - 11.2.3. Medium Severity. monday.com will implement a mitigation strategy designed to resolve medium severity vulnerabilities within no more than ninety (90) days after having become aware of such vulnerability.
  - 11.2.4. Low Severity. monday.com will implement a mitigation strategy designed to resolve low severity vulnerabilities on an ad hoc basis.

- 12. Network Monitoring. Intrusion detection systems are placed on inbound and outbound traffic within the Systems. monday.com maintains a centralized Security Information and Event Management (SIEM) solution to identify events in the Systems which may pose risk to the confidentiality and integrity of Customer Data. Security events are regularly reviewed and addressed in accordance with their severity.

13. Human Resources.

- 13.1. Background Checks. monday.com carries out comprehensive screening of all its personnel in accordance with industry standards and in alignment with applicable laws and regulations, prior to initiation of employment.
- 13.2. Confidentiality Undertakings. All of monday.com's personnel execute a confidentiality undertaking as part of their employment agreement.
- 13.3. Disciplinary Procedure. monday.com maintains and communicates to all of its personnel a formal disciplinary procedure for violations of company policies.
- 13.4. Awareness and Education. monday.com conducts regular training to all of its personnel and to relevant third-party contractors regarding privacy and information security related issues. Training is provided upon initiation of employment and on an ongoing basis, at least annually.

14. Access Control.

- 14.1. Provisioning and Deprovisioning. monday.com implements an access management program that is designed to ensure that the access to its Systems is granted based on a "need-to-know" basis and is revoked in a timely manner following termination of employment or change in employment of monday.com personnel. Access to the Systems is reviewed on a quarterly basis to ensure that all existing access is appropriate.
- 14.2. Credentials. monday.com enforces the following password policy on its personnel:
  - 14.2.1. Complexity. Passwords shall be at least 12 characters in length and shall contain characters from no less than three of the following four categories: uppercase letters, lowercase letters, numeric (0-9), and special (!@#\$%^&\*).
  - 14.2.2. Storage. Login credentials shall only be stored within the organizational secure secrets storage solution.
  - 14.2.3. Rotation. Passwords of Systems are rotated every three hundred and sixty-five (365) days.
  - 14.2.4. Default Credentials. Any default credentials must be changed upon initial use.
- 14.3. Multi-Factor Authentication (MFA). MFA is enforced on the Systems.

15. Backups and Disaster Recovery.

- 15.1. Incremental Backups. monday.com creates incremental backups of Customer Data no less than every one (1) hour.
- 15.2. Daily Backups. monday.com creates full backups of Customer Data no less than every twenty-four (24) hours. Backup copies are retained for no less than twenty-five (25) days.

- 15.3. Disaster Recovery. monday.com maintains a Disaster Recovery Plan, aimed to provide for continued operation in the event of a catastrophic event affecting the Systems. monday.com evaluates its disaster recovery capabilities every six (6) months.
  
16. Security Incidents. Unless mutually agreed otherwise in the Agreement, monday.com maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer, within no more than seventy-two (72) hours after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data processed on behalf of the Customer, including personal data transmitted, stored or otherwise processed by processor or its sub-processors of which monday.com becomes aware (a “**Data Incident**”). monday.com shall make reasonable efforts to identify the cause of such Data Incident and take those steps as monday.com deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within monday.com’s reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer’s users.



# Sales Order for Alachua County





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,  
Gerald Held

About monday.com

[monday.com](https://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](https://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:** Ryan Evans  
**Company Legal Name:** Alachua County  
**Tax ID:** 000  
**Billing Address:**  
 26 NE 1st ST,  
 Gainesville, Florida,32601,  
 United States  
**Sales Rep:** Gerald Held  
 MO-295322

**Sold-To Name:** Alachua County  
**Sold-To Address:**  
 26 NE 1st ST,  
 Gainesville, Florida, 32601,  
 United States

**Order Date:** Jan 30, 2024  
**Valid Date:** Mar 8, 2024

**Pricing Summary**

Description	List Price	Quantity	Duration	Plan Period	Start Date	End Date	Discount %	Net Price
<a href="#">monday.com</a> Work OS - Enterprise Plan	\$44.00	450	12	Yearly	Jan 30, 2024	Jan 29, 2025	63.64%	\$86,400.00
<b>Customer Success Manager Plan: Gold</b> 10 Strategic Touchpoints 15 Consulting Hours (Per Year)	\$0.00	-	12		-	-	0%	0
<b>Total List Price</b>								\$237,600.00
<b>Discount</b>								63.64%
<b>Total Net Price</b>								<b>\$86,400.00</b>

**Activation Period:** Jan 30, 2024 - Jan 29, 2025

**Payment Terms:** Net 30

If this Sales Order is not returned signed by Customer by Mar 8, 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.

Name:

Title:

Date: 2024

Signature:  Mary C. Ford (Mar 5, 2024 13:28 EST)

- 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





# Item #7k 24-00197 02272024-14179

Final Audit Report

2024-03-05

Created:	2024-03-05
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAntZ0IXhQz1rXAlo0zB9nwYPJebykHoV

## "Item #7k 24-00197 02272024-14179" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)  
2024-03-05 - 5:55:39 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature  
2024-03-05 - 5:57:22 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us  
2024-03-05 - 6:27:04 PM GMT- IP address: 174.211.231.14
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Mary C Alford  
2024-03-05 - 6:28:47 PM GMT- IP address: 174.211.231.14
-  Document e-signed by Mary C Alford (bocchairsignature@alachuacounty.us)  
Signature Date: 2024-03-05 - 6:28:49 PM GMT - Time Source: server- IP address: 174.211.231.14
-  Agreement completed.  
2024-03-05 - 6:28:49 PM GMT