monday.com Service Level Agreement for Enterprise Plan

1. GENERAL

monday.com provides 99.9% uptime commitment for the Core Service as well as some priority support features to its Enterprise Plan (and above) customers, who are current on their payment obligations, as further indicated in this Service Level Agreement ("Service Level Agreement" or "SLA").

All capitalized terms not otherwise defined in this SLA are as set forth in monday.com's <u>Terms of Service</u> or such other agreement executed between the Parties, as the case may be (each shall be referred to herein as the "**Agreement**").

2. ACCESS TO CUSTOMER SUCCESS SERVICES

The Enterprise Plan includes access to customer success services to assist with the Service deployment, adoption and utilization, consulting, sharing advice and guidance related to optimizing Customer's use of the Service.

3. SUPPORT CHANNELS

- 3.1. All monday.com support channels are available 24 hours per day, 7 days a week, 365 days a year.
- 3.2. **Email support** monday.com support team can be contacted through the contact form available at monday.com website or via the support email: support@monday.com. Please make sure to contact us via your email registered with your Enterprise Account.
- 3.3. **Support within the system** a support icon allows the users to open a ticket, join a webinar or look for answers in the knowledge base.
- 3.4. **Training materials** training materials are available in the monday.com website.
- 3.5. **Self-service knowledge base** tutorials, guides and articles on anything you need to know about the Service.

4. ERROR RESPONSE TIME

4.1. Errors should be reported by Customer to monday.com through any of the support channels listed above. An "Error" means any incorrect functioning of the Service that is reproducible, and which results in the failure of the Service to operate in full compliance with the functionalities set forth in the documentation. monday.com shall define the severity classification of the reported Error and shall respond to the Error according to the response time set forth in the table below:

Severity	Description	Response Time
Critical	Service Unavailability (as defined below).	Immediate but within 30 minutes
High	Major functionality in the Core Service is impacted, or the Core Service performance is significantly degraded, or the Error is persistent and affects many Users. No reasonable workaround is available.	Immediate but within 1 hour

Medium	Service performance issue or a material bug affecting some Users or some functionalities. Reasonable workaround is available.	Within 24 hours
Low	Bug or other technical issue affecting some Users. Reasonable workaround is available.	Within 24 hours

- 4.2. "**Response Time**" means the period between the time when the Error was reported in full, and the time when an initial acknowledgement was published in the <u>Status Page</u>, the Sites, via the Service and/or by sending Customer an email by any of monday.com's personnel.
- 4.3. For Critical Errors monday.com personnel shall work on a resolution 24/7 until such Error is resolved, and monday.com shall send Customer a status report and/or publish updates on the <u>Status Page</u>, the Sites, via the Service, by email and/or by any other method designated for such purpose, every thirty (30) minutes.
- 4.4. monday.com must be able to reproduce the reported Error in order to attempt to resolve it. Customer shall cooperate and work closely with monday.com personnel to reproduce the Error, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to approve access to their user accounts, computers and/or network, for troubleshooting purposes for the monday.com personnel.

5. SERVICE MONTHLY UPTIME

- 5.1. The Core Service shall be available no less than 99.9% of the time, twenty-four (24) hours per day, seven (7) days per week (including holidays), measured on a calendar monthly basis, subject to Section 5.2 below.
- 5.2. "Service Unavailability" is defined as the number of minutes in a given calendar month in which the Core Service was not available to Customer, excluding the exclusions set forth in this Section 5.2, as measured according to monday.com's monitoring service, available at the Status Page, as may be updated from time to time. "Core Service" is defined as the monday.com platform, as identified in the Status Page, and excluding without limitations: (a) the API; (b) add-ons, apps, widgets and/or Third Party Services integrated or otherwise interfaced with the Core Service, whether developed by monday.com or a third party; and (c) any products or features identified as trial, pre-release, pilot, alpha, beta or similar. The following shall not be regarded as a Service Unavailability event:
 - 5.2.1. Force Majeure. Where the Service was unavailable due to an incident which was not within the control of monday.com including unavailability caused by acts of God, acts of government, insurrection, war, riot, global health emergency, disease outbreak, explosion, nuclear incident, fire, flood, earthquake, global pandemic, unavailability of telecommunications and internet service due to general unavailability of telecommunication or internet service provider's systems or other catastrophic event beyond the reasonable control of monday.com.
 - 5.2.2. The Service was unavailable due to planned maintenance, provided that monday.com provides Customer at least three (3) days' advance notice (by posting an announcement on the <u>Status Page</u>, the Sites, via the Service, and/or by sending Customer an email) that the Service shall be unavailable due to maintenance and/or upgrading.
 - 5.2.3. The Service was unavailable (a) resulting from Customer's and/or a third party's software, network, links, products, services, widgets, apps, integrations, hardware or other equipment; (b) resulting from Customer's or anyone on its behalf use of the Service in violation or in a manner not authorized in the Agreement; and/or (c) resulting from a Distributed Denial of Service (DDoS) attacks and/or other unlawful activity.
 - 5.2.4. A duration of up to forty five (45) consecutive minutes in which the Service was available in a Read-Only Mode (a Read-Only Mode longer than forty five (45) minutes will be regarded as

Service Unavailability). "**Read-Only Mode**" is defined as a mode in which the Service is displayed but cannot be edited or modified.

6. SERVICE LEVEL CREDITS

6.1. Solely to the extent Customer is not in breach of the Agreement, as a remedy for Service Unavailability as defined above, subject to the terms of this Section 6, monday.com shall credit Customer's Account (or the applicable Reseller in the name of Customer where Customer purchased and paid for the Service through a Reseller) with the applicable credit percentage in accordance with the applicable Monthly Uptime Percentage as set forth in the following table ("Credit"). "Monthly Uptime Percentage" is defined as the number of Service Unavailability minutes out of the total minutes in the relevant calendar month.

Monthly Uptime Percentage	Credit Percentage
Less than 99.9% but greater than or equal to 98%	5%
Less than 98% but greater than or equal to 95%	10%
Less than 95% but greater than or equal to 90%	15%
Less than 90% but greater than or equal to 85%	20%
Less than 85%	30%

- 6.2. The Credit shall be calculated by multiplying the applicable credit percentage as shown in the table above ("Credit Percentage") by: (i) the monthly fees payable by Customer to monday.com in the month in which the Service Unavailability has occurred (if Customer has a monthly Subscription Plan); or (ii) by 1/12 of the annual fees payable by Customer to monday.com (if Customer has an annual Subscription Plan). If Customer purchased and paid for the Service through a Reseller, then such monthly fees or annual fees calculations shall be based on the fees payable by the applicable Reseller to monday.com.
- 6.3. monday.com will apply a Credit only against Customer's future payments obligations otherwise due from Customer under the Agreement (whether for the Subscription Fees or for any Upgrade). Where Customer purchases and pays for the Service through a Reseller, the Reseller shall be solely responsible for issuing the appropriate amounts to Customer against Customer's future payment obligations. A Credit will not entitle Customer to any monetary refund by monday.com. Credits may not be transferred or applied to any other account or product.
- 6.4. To receive a Credit, Customer's Admin shall submit to monday.com a detailed Credit request via support@monday.com within ninety (90) days following the Service Unavailability incident ("**Timeframe**"). Customer's failure to provide the request within the Timeframe will disqualify Customer from receiving a Credit.
- 6.5. The aggregated maximum number of Credits to be issued by monday.com to Customer in a single calendar month will not exceed 100% of the amount invoiced for the affected Service in that invoice billing period, and the excess amount will be forwarded to the next billing cycles until credited in full or until no further payments are due (in such case, any excess shall be relinquished).

7. EXCLUSIVE REMEDIES

Notwithstanding anything elsewhere to the contrary, the award of Credits in accordance with Section 6 above, and monday.com's actions in accordance with Section 4 above, shall be

Customer's sole and exclusive remedies available for Customer for: (1) any failure by monday.com to meet its obligations under this SLA; and (2) any Error in the Service.

8. CHANGES TO THIS SLA

monday.com may modify this Service Level Agreement at any time, provided that if monday.com makes any changes that materially adversely decrease the level of service, then it shall notify Customer by posting an announcement on the Sites, via the Service and/or by sending Customer an email.

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