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## PROVIDER DATA PROCESSING ADDENDUM SUPPLEMENT

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This is an addendum (“**Addendum**”) to the Data Processing Addendum or other agreement (“**DPA**”) by and between monday.com Ltd. (“**monday.com**”) and Provider (as specified below), and is entered into as of the last signature date below. monday.com and Provider are hereinafter collectively referred to as the “**Parties**” and each individually a “**Party**”.

### 1. **GENERAL**

- 1.1. This Addendum shall be deemed as an integral part of the DPA for any and all purposes. All terms and conditions as set forth in the DPA shall remain in full force and validity with no change unless expressly amended herein. In the event of any contradiction or discrepancy between the terms of this Addendum and the DPA, the provisions of this Addendum shall prevail.
- 1.2. Capitalized terms not specifically defined hereunder shall have the meaning ascribed to them in the DPA, as amended by this Addendum.

### 2. **DEFINITIONS**

- 2.1. Section 1(b) to the DPA, or any other section defining the “CCPA” in the DPA, shall be deleted in its entirety and replaced with the following; or in the absence of a section defining the “CCPA” in the DPA, the following shall be added:

(b) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq, and its implementing regulations, as may be amended from time to time.

- 2.2. Section 1(d) shall be deleted in its entirety.

- 2.3. Section 1(j) to the DPA, or any other section defining the “Standard Contractual Clauses” in the DPA, shall be deleted in its entirety and replaced with the following; or in the absence of a section defining the “Standard Contractual Clauses” in the DPA, the following shall be added:

(j) “**Standard Contractual Clauses**” means (a) in respect of transfers subject to the GDPR, the Standard Contractual Clauses between controllers and processors (located [here](#)), and between processors and processors (located [here](#)) as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, including all Annexes I, II and IV thereto (“**EU SCCs**”); (b) in respect of Personal Data transfers subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses of 21 March 2022, incorporated into the EU SCCs through as Annex III thereto (UK Cross Border Transfers) (“**UK Addendum**”); and (c) in respect of Personal Data transfers subject

to the Federal Act on Data Protection ( as revised as of 25 September 2020), the terms set forth in Annex IV of the EU SCCs ("**Switzerland Addendum**").

- 2.4. Where the term "Processor" is used throughout the DPA, it shall read as "Provider".

### **3. PROCESSING OF PERSONAL DATA**

- 3.1. To Section 2.3 to the DPA, or any other section relating to "Processor's Processing of Personal Data" in the DPA, shall be added the following; or in the absence of a section relating to "Processor's Processing of Personal Data" in the DPA, the following shall be added:

In the event monday.com discloses or otherwise makes available to Vendor deidentified data (as defined by applicable Data Protection Laws), Provider shall (i) take reasonable measures to ensure such data cannot be associated with a natural person, and (ii) maintain and use such data without attempting to re-identify it.

- 3.2. Section 2.5 to the DPA, or any other section relating to "CCPA" in the DPA, shall be deleted in its entirety and replaced with the following; or in the absence of a section relating to "CCPA" in the DPA, the following shall be added:

If Provider Processes Personal Data that is subject to the CCPA, the terms set forth in **Schedule 2** (CCPA Terms) of this DPA shall apply and bind the Parties with regard to such Personal Data and the Processing thereof.

### **4. CROSS-BORDER DATA TRANSFERS**

- 4.1. To Section 9.1 to the DPA, or any other section relating to "Cross-border data transfers" in the DPA, shall be added the following; or in the absence of a section relating to "Cross-border data transfers" in the DPA, the following shall be added:

For the avoidance of doubt, "Adequacy Decisions" include the European Commission's adequacy decision of 10 July 2023, establishing the EU-US Data Privacy Framework.

- 4.2. The following shall be added as Section 9.3:

9.3 Transfers from other countries: If the Processing of Personal Data by Provider includes a transfer of Personal Data by and/or mandated by monday.com to Provider from any other jurisdiction which mandates a particular compliance mechanism for the lawful transfer of such data be established, the Parties may seek to make any necessary amendments to this DPA in accordance with provisions of Section 10.3 (or other section relating to modifications of this DPA) below to ensure compliance with such requirements.

**5. SCHEDULE 2 - CCPA TERMS**

5.1. The below schedule (“SCHEDULE 2 - CCPA TERMS”) shall be added to the DPA as **Schedule 2:**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum as of the date last written below.

**monday.com**

**PROVIDER** Maine Township HS D207

By: DocuSigned by:  
*Adva Schulman*  
74878FD17C24494...

By: Signed by:  
*Shawn Messmer*  
7BC9FFEF92B24FE...

Name: Adva Schulman

Name: Shawn Messmer

Title: General Counsel

Title: Assistant Superintendent

Date: 10/22/2024

Date: 10/22/2024

## SCHEDULE 2 – CCPA TERMS

### 1. SCOPE, APPLICATION & INTERPRETATION

- 1.1 This **Schedule 2** shall apply and bind the Parties if and to the extent that Provider processes Personal Information (as defined below) that is subject to the CCPA in the course of providing the Services to monday.com pursuant to the Agreement.
- 1.2 This **Schedule 2** prevails over any conflicting terms of the Agreement or the DPA but does not otherwise modify the Agreement or the DPA.
- 1.3 This **Schedule 2** shall be interpreted in favor of the Parties' intent to comply with the CCPA, and therefore any ambiguity shall be resolved in favor of a meaning that complies and is consistent with the CCPA.
- 1.4 Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the DPA, as amended by this **Schedule 2**.

### 2. DEFINITIONS

For the purposes of this **Schedule 2**:

- 2.1 The terms "**Business**", "**Collects**" (and "collected" and "collection"), "**Consumer**", "**Deidentified**", "**Sell**" (and "selling", "sale", and "sold"), "**Share**" (and "shared", or "sharing"), and "**Service Provider**" shall each have the same meaning as in the CCPA.
- 2.2 "**Personal Information**" means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable Consumer or household, which is processed by Provider solely on behalf of monday.com or any of its Affiliates under this Schedule 2 and the Agreement.

### 3. PROCESSING OF PERSONAL INFORMATION

- 3.1 monday.com hereby appoints Provider as a Service Provider to Process Personal Information on behalf of monday.com. monday.com, in its use of the Services, and monday.com's instructions to Provider, shall comply with the CCPA.
- 3.2 Provider shall Process Personal Information solely for the purposes set forth in Section 2.3 of the DPA and as necessary to comply with this **Schedule 2** and the CCPA (collectively: the "**Permitted Purposes**").
- 3.3 Sections 3-8 and 10.2-10.3 of the DPA shall apply to the Processing of Personal Information hereunder and the following terms shall be replaced as follows: "Data Protection Laws" shall mean the CCPA; "DPA" shall mean this Schedule 2; "Personal Data" shall mean "Personal Information"; "Data Subject" shall mean "Consumer"; "Controller" shall mean "Business"; "Processor" shall mean "Service Provider"; and Sub-processor shall refer to the concept of Subcontractor engaged by Provider to Process Personal Information.
- 3.4 Provider shall Process Personal Information in accordance with the provisions of the CCPA, and in a manner that provides the same level of privacy protection to Personal Information as required by the CCPA. Provider certifies that it understands the rules, requirements, and definitions of the CCPA and this Schedule 2, and shall comply with them.

- 3.5 Provider acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Provider provides to monday.com under the Agreement. Provider agrees to refrain from Selling and/or Sharing any Personal Information Processed hereunder without monday.com's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from Provider under the Agreement or this Schedule 2 to qualify as Selling and/or Sharing such Personal Information. Provider shall not have, derive, or exercise any rights or benefits regarding the Personal Information, and shall not retain, use, or disclose any Personal Information (i) for any purpose other than the Permitted Purposes, and/or (ii) outside of its direct business relationship with monday.com.
- 3.6 Provider shall not combine Personal Information with any other data if and to the extent that this would be inconsistent with the limitations on Service Providers under the CCPA.
- 3.7 If Provider receives any Personal Information in Deidentified form, Vendor shall take reasonable measures to ensure that such Deidentified Personal Information cannot be associated with a Consumer or household.
- 3.8 Provider shall notify monday.com if Provider makes a determination that it can no longer meet its obligations under this Schedule 2 and/or the CCPA.