

RESOLUTION NO. R-41-2025

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A  
PROFESSIONAL SERVICES AGREEMENT WITH XTIVIA INC./MONDAY.COM FOR  
A PROJECT MANAGEMENT SOFTWARE PLATFORM

PREAMBLE

WHEREAS, Eagle Mountain City has identified the need to improve interdepartmental coordination, project tracking, and alignment with citywide strategic objectives; and

WHEREAS, the adoption of a centralized project management software platform will support more efficient communication, streamline workflows, and enhance overall collaboration across departments; and

WHEREAS, the proposed platform will provide high-level visibility into project status and progress, ensuring the City Council and other stakeholders are informed without being encumbered by excessive technical detail; and

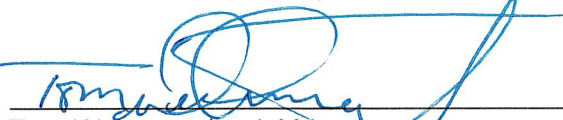
WHEREAS, the implementation of such a tool is intended to promote transparency, accountability, and informed decision-making throughout the organization;

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Professional Services Agreement with XTIVIA, Inc / Monday.com for Project Management Software is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 20<sup>th</sup> day of May, 2025.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Gina L. Olsen, CMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 20<sup>th</sup> day of May, 2025.

Those voting yes:	Those voting no:	Those excused:	Those abstaining:
<input checked="" type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham	<input type="checkbox"/> Donna Burnham
<input checked="" type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark	<input type="checkbox"/> Melissa Clark
<input checked="" type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray	<input type="checkbox"/> Jared Gray
<input checked="" type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood	<input type="checkbox"/> Rich Wood
<input checked="" type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright	<input type="checkbox"/> Brett Wright



  
Gina L. Olsen, CMC  
City Recorder

# *Exhibit A*

**EAGLE MOUNTAIN CITY**  
**CONTRACT FOR GOODS & SERVICES**

*This contract and all attachments are public record.*

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following:

	<b>LEGAL STATUS OF CONTRACTOR</b>
_____ Name	<input type="radio"/> Sole Proprietor
_____ Address	<input type="radio"/> Non-profit Corporation
_____ City, State Zip	<input type="radio"/> For-profit Corporation
	<input type="radio"/> Partnership
	<input type="radio"/> LLC
	<input type="radio"/> Government Agency

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Vendor Number: \_\_\_\_\_

2. **GENERAL PURPOSE OF CONTRACT OR PROJECT NAME:**

\_\_\_\_\_

3. **CONTRACT PERIOD:**

**Effective Date:** \_\_\_\_\_ **Project Completion Deadline:** \_\_\_\_\_

**Termination Date** (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): \_\_\_\_\_

**Renewal Options** (if applicable): \_\_\_\_\_

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B).

a. Total Contract Cost: \_\_\_\_\_ GL Account No: \_\_\_\_\_

b. Is this project a budgeted project: ☐ Yes ☐ No    Is this a fixed-price contract: ☐ Yes ☐ No

c. Does the contract need City Council approval: ☐ Yes ☐ No    Date of CC approval: \_\_\_\_\_

**Eagle Mountain City Project Manager Signature:** Natalie Winterton

**Eagle Mountain City Purchasing Agent Signature:** Melissa Gates

5. **ATTACHMENT A:** Standard Terms and Conditions for Services

ATTACHMENT B: Scope of Work/Cost Schedule - Software

ATTACHMENT C: Scope of Work/Cost Schedule - Services

ATTACHMENT D: Insurance

**ANY CONFLICTS BETWEEN ATTACHMENT A AND ATTACHMENT C WILL BE RESOLVED  
IN FAVOR OF ATTACHMENT A.**

**FOR AVOIDANCE OF DOUBT, ATTACHMENT A DOES NOT APPLY TO ATTACHMENT B.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 12 day of June, 2025.



**EAGLE MOUNTAIN CITY**

[Signature]

Signature

Print Name: Tom Westmoreland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Signature]

Gina L. Olsen, CMC  
City Recorder

[Signature]

Marcus Draper  
City Attorney

Dated this 10th day of June, 2025.

**CONTRACTOR**

[Signature]

Signature

Print Name: Dennis Robinson

Title: CEO

**ATTACHMENT A:**  
**STANDARD TERMS AND CONDITIONS FOR SERVICES**

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a Consultant.

**1. DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) **"Contract"** means this Attachment A and Attachment C set forth herein (Scope of Work/Cost Schedule-Services) including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract. Notwithstanding the foregoing, Attachment B, including the ADDENDUM TO MONDAY.COM TERMS OF SERVICE (Government Customer), is included as an attachment for reference but is a separate agreement between Eagle Mountain and Monday.com.
- c) **"Consultant"** means the individual or entity delivering the Services identified in this Contract. The term "Consultant" shall include Consultant's agents, officers, employees, and partners.
- d) **"Services"** means the furnishing of labor, time, or effort by Consultant pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Consultant performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- e) **"Proposal"** means Consultant's response to Eagle Mountain's Solicitation.
- f) **"Solicitation"** means the documents used by Eagle Mountain to obtain Consultant's Proposal.

**2. GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court for Utah County.

**3. LAWS AND REGULATIONS:** At all times during this Contract, Consultant will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

**4. RECORDS ADMINISTRATION:** Consultant shall maintain or supervise the maintenance of all records necessary to properly account for Consultant's performance and the payments made by Eagle Mountain to Consultant under this Contract. These records shall be retained by Consultant for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Consultant agrees to allow, at no additional cost, Eagle Mountain access to all such records.

**5. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**

- 1. Consultant certifies as to its own entity, under penalty of perjury, that Consultant has registered and is participating in the Status Verification System to verify the work eligibility status of Consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- 2. Consultant shall require that each of its sub-consultants certify by affidavit, as to their own entity, under penalty of perjury, that each sub-consultant has registered and is participating in the Status Verification System to verify the work eligibility status of sub-consultant's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- 3. Consultant's failure to comply with this section will be considered a material breach of this Contract.

**6. CONFLICT OF INTEREST:** Consultant represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain. Consultant further warrants that it has no financial or other interest in the outcome of the work performed under the contract. Examples of this situation would be a Consultant who owns land, options to buy land, or some business enterprise that would be financially enhanced or diminished by any project alternatives.

**7. INDEPENDENT CONTRACTOR:** Consultant shall be an independent contractor, and as such, shall have no authority, express or implied to bind Eagle Mountain to any agreement, settlement, liability or understanding whatsoever; and agrees not to perform any acts as agent for Eagle Mountain, except as specifically authorized and set forth herein. Persons employed by Eagle Mountain and acting under the direction of Eagle Mountain shall not be deemed to be employees or agents of the Consultant. Compensation provided to the Consultant herein shall be the total compensation payable hereunder by Eagle Mountain.

8. **LIABILITY INSURANCE:** Services to be provided by Consultant under this Contract are required to be covered by insurance. Consultant shall furnish Eagle Mountain a Certificate of Insurance applying to this Contract for each type of insurance required, to be approved by the Eagle Mountain, before Consultant begins work under this Contract. The Consultant's insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. The following insurance shall be maintained in force until all activities which are required by this Contract or as changed by contract modification are completed and accepted by Eagle Mountain:
- (a) General Liability insurance with a limit of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate and having an A.M. Best rating of A-class VIII or better. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Umbrella may be used to satisfy General Liability limit requirements.
  - (b) Commercial Automobile insurance with a minimum combined single limit of \$1,000,000 per occurrence OR \$500,000 liability per person, \$1,000,000 per occurrence, \$250,000 Property Damage, and having an A.M. Best rate of A-class VIII or better.
  - (c) Cyber Liability/Technology (errors and omissions) insurance having an A.M. Best rating of A-class VIII or better, is required at the coverage amount of \$1,000,000 per claim and
  - (d) \$3,000,000 aggregate. If this coverage is written on a claims-made basis, the Certificate of Insurance shall so indicate. Consultant shall provide evidence that his employees and sub-consultant employees are covered by Workers Compensation. If they are covered by Workers Compensation Fund of Utah, then the A.M. Best rating is not required in this area.
  - (e) Consultant will provide Eagle Mountain with 30-days written notice in the event that coverage is canceled before the policy expiration date stated in the Certificate. Consultant further agrees to provide Eagle Mountain with 30 days written notice prior to making a material change to the required insurance coverage.

Policies referred to in 8(a) and 8(b) above are required to be endorsed naming Eagle Mountain as Additional Insured and, on General Liability, indicate they are primary and not contributing coverage. All required policies, endorsements, insurance companies issuing same, and self-insured programs are subject to review and approval by Eagle Mountain.

9. **EMPLOYMENT PRACTICES:** Consultant agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Consultant further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Consultant's employees.

If applicable, Consultant shall comply with the following: (I) Sections 49 CFR 21 through Appendix C (2016) and 23 CFR 710.405(b) (2016) in all contracts and subcontracts financed in whole or in part with Federal-aid highway funds; (2) all applicable requirements of 49 CFR Part 26 (2016) in the award and administration of federal-aid contracts; and (3) all regulations relative to nondiscrimination in federally-assisted programs of 49 CFR Part 21, and 23 CFR Part 200 as they may be amended from time to time.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **OWNERSHIP OF WORK PRODUCTS PROCURED OR DEVELOPED UNDER THIS CONTRACT:** Unless specifically designated hereinafter or preexisting information and know-how of Consultant, Eagle Mountain retains ownership of all materials, products, devices, equipment, facilities, data, test, results, reports, graphics, presentations, visual aids, computer elements, software (including source code), software license agreements, testing apparatus, services, etc., that are developed, procured, constructed, installed or performed under this Contract and that become an integral part of or that are intended to facilitate or enhance the use, operation, maintenance, documentation or understanding of the deliverables of this Contract (the "Work Product"). Notwithstanding the foregoing, ownership of any and all Consultant work product shall remain with Consultant unless and until the payment by Eagle Mountain to Consultant of all undisputed invoiced amounts.
12. **DEBARMENT:** Consultant certifies that it is not presently nor has ever been debarred, suspended, or proposed

for debarment by any governmental department or agency, whether international, national, state, or local. Consultant must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

13. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given thirty (30) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days prior written termination notice being given to the other party. Eagle Mountain and the Consultant may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Consultant shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Consultant agrees that in the event of such termination for cause or without cause, Consultant's sole remedy and monetary recovery from Eagle Mountain is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Consultant having to terminate other contracts necessarily and appropriately entered into by Consultant pursuant to this Contract. In no event shall Eagle Mountain be liable to the Consultant for compensation for any services neither requested by Eagle Mountain nor satisfactorily performed by the Consultant. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Consultant of any liability to Eagle Mountain for any damages or claims arising under this Contract.

14. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Consultant, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract.

If a written notice is delivered under this section, Eagle Mountain will reimburse Consultant for the Services properly ordered until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

15. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Consultant's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Consultant's responsibilities may be reinstated upon mutual written agreement of the parties.

16. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Consultant with its sales tax exemption number. It is Consultant's responsibility to request Eagle Mountain's sales tax exemption number. It also is Consultant's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **PUBLIC INFORMATION:** Consultant agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Consultant gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Consultant also agrees that the Consultant's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Consultant of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

18. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in this Contract prior to acceptance of the Services by Eagle Mountain. If Consultant delivers nonconforming Services, Consultant will promptly correct or reperform the nonconforming Services at Consultant's expense, subject to the terms of this Contract. Acceptance of Services by Eagle Mountain shall not limit Eagle Mountain's recourse or remedies in the event Eagle Mountain later determines the Services were defective or failed to meet the standard of professional skill and care ordinarily provided by other professionals.

19. **INVOICING:** Unless otherwise set forth in the Contract, Consultant will submit invoices within thirty (30) days of Consultant's performance of the Services to Eagle Mountain. Consultant will prepare monthly progress reports in sufficient detail to document the progress of the work and support the monthly claim for payment.



Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.

20. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Consultant will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Consultant as prescribed in the Utah Prompt Payment Act. The acceptance by Consultant of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Consultant. Eagle Mountain's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that Eagle Mountain may have against Consultant. Eagle Mountain will not allow the Consultant to charge end users electronic payment fees of any kind.
21. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. If no deadline is stated, Consultant shall prosecute the work diligently. For all Services, time is of the essence. Consultant shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Consultant's failure to timely perform the Services required under this Contract.
22. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
23. **PERFORMANCE EVALUATION: Intentionally omitted.**
  24. **STANDARD OF CARE:** The Services of Consultant and its sub-consultants shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Consultant shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Consultant's claim against Eagle Mountain), to the extent caused by ~~gross negligence or willful misconduct~~ negligence or willful misconduct that do not meet this standard of care.
25. **ASSIGNMENT:** Consultant may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain. Notwithstanding the foregoing, Eagle Mountain agrees that XTIVIA, Inc. may delegate its obligation to distribute the software
26. **CONSTRUCTION RETENTION:** If this Contract is for design services, the Consultant will be retained to answer and clarify any questions on the design during construction. Consultants will be required to include this task in their cost proposal. The Construction Project Engineer will call on Consultant as needed. If the work required from Consultant is due to errors in the design, Consultant will not be reimbursed. To enhance the communication between Eagle Mountain and Consultant, Eagle Mountain may require Consultant to attend the following meetings: kickoff meeting, preconstruction meeting, and the final inspection meeting.
27. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Consultant in default of this Contract: (i) Consultant's non-performance of its contractual requirements and obligations under this Contract; or (ii) Consultant's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a thirty (30) day period in which Consultant will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Consultant's liability for damages. If the default remains after Consultant has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; or (iv) debar/suspend Consultant from receiving future contracts from Eagle Mountain.
28. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
29. **CONFIDENTIALITY:** If Confidential Information is disclosed to Consultant, Consultant shall: (i) advise its agents, officers, employees, partners, and Subconsultants of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Consultant will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.

Consultant shall be responsible for any breach of this duty of confidentiality, including any required remedies

and/or notifications under applicable law. Consultant shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Consultant or anyone for whom the Consultant is liable.

Upon termination or expiration of this Contract, Consultant will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

30. **PUBLICITY:** Consultant shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.

31. **LIMITATION OF LIABILITY:**(a) SUBJECT TO SECTION 31(C) BELOW, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT OR IN INDEMNITY (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), SHALL A PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

(b) Subject to Section 31(c) below, each party's total liability to the other, whether in contract or in tort (including breach of warranty, negligence, strict liability or otherwise) shall be limited to an amount equal to the total charges payable to Consultant pursuant to this Agreement for the twelve (12) months prior to the month in which the most recent event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first twelve (12) months of the Agreement, the liability shall be limited to an amount equal to the total charges that would be payable to Consultant pursuant to this Agreement during such twelve (12) month period.

(c) Exclusions. The limitations set forth in Section 31(a) and 31(b) above shall not apply with respect to: (i) damages occasioned by the willful misconduct or gross negligence of a party; (ii) claims that are the subject of indemnification hereunder; and (iii) damages occasioned by a party's breach of its obligations with respect to Confidential Information.

32. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Consultant will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), judgments, liabilities, and costs arising out of or resulting from any third party action or claim brought against Eagle Mountain that any Work Product or any of the Services provided hereunder or Eagle Mountain's use thereof infringes upon any third party's copyright, trademark, trade secret, or other proprietary right. Consultant shall have no obligations under this Section with respect to claims to the extent arising out of: (i) any Eagle Mountain materials or any instruction, information, designs, specifications, or other materials provided by Eagle Mountain in writing to Consultant; (ii) use of the Work Product in combination with any materials or equipment not supplied to Eagle Mountain or approved by Consultant in writing, if the infringement would have been avoided by the use of the Work Product if not so combined; or (iii) any modifications or changes made to the Work Product by or on behalf of any company other than Consultant or Consultant personnel, if the infringement would have been avoided by the use of the Work Product not so modified or changed.

Eagle Mountain agrees to: (i) promptly provide written notice of any claim to Consultant; (ii) give Consultant sole control of the defense and settlement of the claim, provided that Consultant may not settle any claim unless it is a full settlement of the claim that does not impose any monetary or other obligations on Eagle Mountain, and unconditionally releases Eagle Mountain of all liability; and (iii) provide to Consultant, at Consultant's cost, all assistance it reasonably requests. The parties agree that if there are any limitations of Consultant's liability, such limitations or liability will not apply to this section.

33. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Consultant agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Consultant prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Consultant shall transfer any ownership claim to Eagle Mountain.

34. **CONSULTANT'S ENDORSEMENT ON PLANS, ETC.:** Consultant (if a firm, the responsible principal) is

required to endorse and affix its seal to plans, reports, and engineering data furnished to Eagle Mountain under this Contract.

35. **DESIGN/CONSTRUCTION:** Consultant will utilize all current Eagle Mountain standards and be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Contract. Consultant will, without additional compensation, correct or revise any errors or omissions in its design, drawings, specifications and other services.
36. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
37. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
38. **PROCUREMENT ETHICS:** Consultant understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Consultant, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Consultant agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
40. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Consultant's terms and conditions that are referenced in this Contract and (iii) the Attachment C.. Any provision attempting to limit the liability of Consultant or limit the rights of Eagle Mountain must be in writing, attached to this Contract, or it is rendered null and void.
41. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
42. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
43. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

## ATTACHMENT B:

### SCOPE OF WORK/COST SCHEDULE - SOFTWARE

#### Statement of Work

This Statement of Work is by and between XTIVIA, Inc. located at 2035 Lincoln Hwy., Suite 1010, Edison, NJ 08817 ("Consultant" or "XTIVIA") and the client as defined below ("Client" or "Eagle Mountain") and is effective May 28, 2025 ("SOW Effective Date"). The Client acknowledges that it has reviewed the Terms of Sale published on the Company's website at <https://www.xtivia.com/terms-of-sale-for-services/> ("Agreement") which shall govern this SOW. This SOW is subject to the terms of the Agreement and all capitalized terms not defined in the SOW have the meaning ascribed to them in the Agreement.

#### 1. Client Information

Name	Eagle Mountain City
Address	1650 Stagecoach Run; Eagle Mountain, UT 84005
Contact	Natalie Winterton

#### 2. Scope of Services

Commencing on the SOW Effective Date, the Company will provide the software to the Client. monday.com's Enterprise pricing model is based on factors such as user count, required features, security and compliance needs, and implementation scope. In the following pricing proposal, we have outlined a solution tailored to your requirements, ensuring scalability, flexibility, and long-term value.

#### 3. Pricing, Rollout Plan and Invoicing Terms

##### A. monday.com Licenses

Pricing - monday Work Management						
Tier	Start Date	End Date	Quantity	List Price	Discount	Net Price
Enterprise	May 28, 2025	May 29, 2027	250	\$52.00.00	35.00%	USD \$202,800.00

##### B. Rollout Plan

The Rollout Plan assumes license count of:

- 50 total licenses for the first three months commencing on the SOW Effective Date
- 150 total licenses for months 4 and 5 of the term
- 250 total licenses after month 5 for the duration of the term

-The licenses are non-cancellable regardless of if the license has yet to be utilized in accordance with the rollout plan above. In the event the Client requires additional licenses an additional order will be needed

##### C. Invoicing Terms

Payment Schedule - monday Work Management Enterprise			
Invoice	Payment Number	Amount	Payment Date (From Invoice Issuance Date)
1	1	\$50,700.00	Net + 30 (est. 05/21/2025)

1	2	\$50,700.00	Net + 210 (est. 11/21/2025)
2	3	\$50,700.00	Net + 30 (est. 05/21/2026)
2	4	\$50,700.00	Net + 210 (est. 11/21/2026)

**Split Payments:** With respect to each invoice issued by Consultant for fees under this SOW, Client shall make payments to Consultant in accordance with the Payment Schedule set forth above.

**Split Invoices.** Fees under this SOW (or under any subsequent SOWs during the subscription period) related to items which are designated as recurring and for which Customer has purchased more than an annual subscription shall be invoiced annually (or pro-rata portion of the annual fees if an invoice is for a period of less than 12 months) in accordance with the following schedule; provided that each invoice is for an amount equal to or greater than \$5K USD (or an equivalent amount) and/or for a period equal to or greater than three (3) months ("Split Invoice Threshold"). In event that an invoice for the respective annual period would be lower than the Split Invoice Threshold, then such amount shall be added to the immediately preceding prior annual invoice which satisfies the Split Invoice Threshold. All other fees under this SOW (if any) will be invoiced with the first annual invoice unless otherwise set forth in this SOW.

Payment terms: Net 30.

#### 4. Terms and Conditions

The monday.com is third party licenses and shall be governed by monday.com's end user agreement at:  
<https://monday.com/terms/tos>

BY PURCHASING THIRD PARTY SOFTWARE AND SUPPORT THROUGH XTIVIA, CLIENT AGREES TO THE MANUFACTURER'S END USER LICENSING AGREEMENT. CLIENT IS RESPONSIBLE FOR PAYMENT OF ALL FEES AND APPLICABLE TAXES UNLESS A TAX-EXEMPT CERTIFICATE IS PRESENTED PRIOR TO PURCHASE. THIRD PARTY SOFTWARE AND SUPPORT IS NON-REFUNDABLE AND CANNOT BE TERMINATED WITHOUT CAUSE OR CANCELED BEFORE THE END OF THE THEN-CURRENT TERM.

## ATTACHMENT C

### SCOPE OF WORK/COST SCHEDULE - SERVICES

#### Statement of Work

This Statement of Work is by and between XTIVIA, Inc. located at 2035 Lincoln Hwy., Suite 1010, Edison, NJ 08817 ("Consultant" or "XTIVIA") and the client as defined below ("Client" or "Eagle Mountain") and is effective May 28, 2025 ("SOW Effective Date"). The Client acknowledges that it has reviewed the Terms of Sale published on the Company's website at <https://www.xtivia.com/terms-of-sale-for-services/> ("Agreement") which shall govern this SOW. This SOW is subject to the terms of the Agreement and all capitalized terms not defined in the SOW have the meaning ascribed to them in the Agreement.

#### 5. Client Information

Name	Eagle Mountain City
Address	1650 Stagecoach Run; Eagle Mountain, UT 84005
Contact	Natalie Winterton

#### 6. Scope of Services

Commencing on the SOW Effective Date, the Company will provide the Services to the Client. XTIVIA has quoted services to implement monday Work Management to Eagle Mountain City's twenty (20) departments. This includes up to 150 hours to be consumed up to 180 days after the SOW Effective Date.

#### 7. Pricing and Proposed Rollout

##### D. monday.com Work Management Professional Services

XTIVIA Implementation Services Pricing	
Cost per Hour	Extended Cost
\$200.00	\$30,000.00

\* Client understands that this is a Time & Materials project and that some desired items may not be able to be implemented within the proposed time budget. Should Client desire additional items to be implemented, XTIVIA will issue a change order according to Client request.

\*\* Travel and Expenses (if applicable) are not included within the above rates and will be billed separately.

##### E. Rollout Proposal

In addition to the high-level timeline below, we have provided the following work breakdown:

- Requirements Gathering & Finalization – 24 Hours
- monday.com Development – 60 Hours
- Dashboard Buildout – 20 Hours
- Integration (MSFT) – 4 Hours
- Security & Permission – 8 Hours
- Super-user Training – 10 Hours
- End-User Training (Optional) – 16 Hours
- Quality Assurance Testing – 8 Hours

Below is an overview of our typical project approach:

##### Phase 1: Kick-off & Discovery

- Conduct kickoff meetings to align goals, stakeholders, and key success metrics
  - Determine estimated time commitments from stakeholders

- Gather business requirements and assess current workflows
- Identify key use cases, teams, and users that will be onboarded
- Define a project roadmap and timeline to ensure a structured rollout

**Phase 2: Design & Build**

- Set up workspaces, boards, dashboards, and automations tailored to your needs
  - Configure user roles, permissions, and governance settings for security and compliance
  - Implement integrations with third-party tools as needed
- \*Please note that custom integrations will require additional scoping

**Phase 3: Training & Enablement**

- Conduct training sessions for key users and stakeholders
- Provide documentation and Loom video walkthroughs for reference
- Establish best practices for collaboration and task management
- Offer guidance on change management and adoption strategies

**Phase 4: Testing & Optimization**

- Gather user feedback and iterate on board structures and workflows
- Adjust automations, permissions, and integrations as needed
- Conduct performance reviews and efficiency checks
- Ensure the platform is aligned with organizational KPIs

**Phase 5: Go-Live & Ongoing Support**

- Officially launch the solution with full team onboarding
- Provide post-implementation support to address any questions or adjustments
- Conduct a final review meeting to ensure all objectives are met
- Offer options for ongoing managed services for continued optimization

**8. Assumptions and Dependencies**

The success of this initiative is dependent on the availability and cooperation of Eagle Mountain technical team members. This cooperation includes:

- A. Knowledge transfer from Eagle Mountain staff and vendors.
- B. Provision of access (remotely as required) to the necessary Eagle Mountain system(s), technicians, and application vendors.
- C. Confirmation of project start dates and any XTIVIA on-site dates in advance.
- D. All work is expected to be scheduled in advance; this is not an on-call support agreement.
- E. Any changes in scope may require changes in estimates and costs.

**ATTACHMENT D**  
**INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210	<b>CONTACT NAME:</b> Sarah Lynch <b>PHONE (A/C, No, Ext):</b> 617-646-0256 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sarah_Lynch@ajg.com
<b>INSURED</b> Xtivia Technologies, Inc./Xtivia, Inc. 2035 State Route 27 Edison NJ 08817	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Chubb National Insurance Company <b>INSURER B:</b> Westfield Specialty Insurance Company <b>INSURER C:</b> Chubb Insurance Company of New Jersey <b>INSURER D:</b> Ascot Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 591456104**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		D02028918	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(24) 7363-61-34	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			56719109	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	71837930	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D C	Primary Cyber Liability/Tech E&O Excess Cyber Liability/Tech E&O Crime - 3rd Party			PCE-363798C-01 EOXS2410001940-02 J0671139A	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	Per Claim/Agg Limit \$5,000,000 Per Claim/Aggregate Limit of Liability \$5M xs \$5M \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Employee Practices Liability Policy# J0671139A  
Chubb Insurance Company of New Jersey  
10/1/2024 to 10/1/2025  
Limit of Liability \$2,000,000 Retention \$50,000

Business Personal Property: \$120,000

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Eagle Mountain City  
1650 Stagecoach Run  
Eagle Mountain UT 84005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Xtivia Technologies, Inc./Xtivia, Inc. 2035 State Route 27 Edison NJ 08817
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Eagle Mountain City is included as additional insured, as respects to the General Liability policy, on a primary and non-contributory basis when required by written contract.

## ADDENDUM TO MONDAY.COM TERMS OF SERVICE

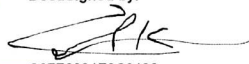
### (Government Customer)

This is an addendum (“**Addendum**”) to the monday.com Terms of Service (the “**Terms**”) available at [www.monday.com/terms/tos](http://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. The provisions of the Terms and the Addendum shall be governed by and construed in accordance with the laws of the State of Utah. Any Claims, disputes, and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Fourth Judicial District Court in and for Utah County, Utah.

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.

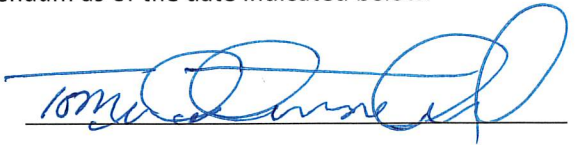
DocuSigned by:  
  
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**monday.com Ltd.**

Name: Eliran Glazer

Title: CFO

Date: 6/6/2025



**Eagle Mountain City**

Name: Tom Westmoreland

Title: Mayor

Date: June 9, 2025



**ATTEST:**

BY:   
**CITY RECORDER**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Howden insurance brokers 35 Efal Street Petach Tikva 4951132 Israel	<b>CONTACT NAME:</b> Mirelle Beck <b>PHONE (A/C, No, Ext):</b> +972-54-4540775 <b>E-MAIL ADDRESS:</b> Mirelleb@howden.co.il <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Beazley 100% <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b> Monday.com Ltd. and Apps Marketplace Yitzhak Sadeh 6 Tel Aviv Tel-Aviv Israel		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Product Liability \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Professional Liability (E&O), Media liability, Cyber & Breach of privacy	<input type="checkbox"/>	<input type="checkbox"/>	FN2508064	04.06.2025	09.05.2026	EACH OCCURRENCE :\$5,000,000 GENERAL AGGREGATE: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Policy includes a cancellation clause with 60 days written notice.

**CERTIFICATE HOLDER****CANCELLATION**

To Whom it may concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Clear All