



## POWER-UP SUPPORT & MAINTENANCE POLICY

This Power-Up Support & Maintenance Policy is part of the Subscription Agreement by and between Subscriber and iCIMS. In the event of a conflict between this Policy and the Agreement, unless otherwise expressly provided, the Agreement shall control. All capitalized terms not defined herein shall have the meaning ascribed to it in the Agreement.

### Definitions

- ❑ **“Data Center”** shall mean the physical location of the applications, networks, and servers supporting the applicable Power-Up. Specific details regarding the Data Center are available at [www.icims.com/gc/ITdocumentation/PowerUps](http://www.icims.com/gc/ITdocumentation/PowerUps).
- ❑ **“Demarcation Point”** shall mean the border router which is used to establish connectivity from the applicable Data Center to the public Internet.
- ❑ **“Disaster”** shall mean any act of God (e.g., earthquake, natural disaster), act of government (e.g., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such Party that results in partial or total failure or destruction of computer hardware, communications capabilities, or facilities of the Data Center.
- ❑ **“Issue”** shall mean one of the following:
  - (i) a question regarding the use and/or operation of the applicable Power-Up, or
  - (ii) a condition that inhibits the use and/or performance of the applicable Power-Up including, but not limited to, an event that results in performance degradation, function unavailability, errors, security exposure, or other defect such that the applicable Power-Up does not operate substantially as described in its documentation.
- ❑ **“Issue Resolution”** shall mean one of the following:
  - (i) As to (i) above, a correct answer to the question regarding the configuration, use, and/or operation of an applicable Power-Up;
  - (ii) As to (ii) above, a patch, correction, or bug fix such that the applicable Power-Up substantially conforms to its documentation; or
  - (iii) As to (i) or (ii) above, notice that an Issue is caused by non-iCIMS provided Program or Service.
- ❑ **“Maintenance Period”** shall mean the time period during which time the applicable Power-Up may not be available because of required system maintenance, upgrades, and other Data Center requirements.
- ❑ **“Normal Business Hours”** shall mean 24x5 (9 pm ET Sunday - 9 pm ET Friday; 2am GMT Monday - 2am GMT Saturday; 9am CST Monday - 9am CST Saturday), excluding iCIMS recognized holidays.<sup>1</sup>
- ❑ **“Power-Up Availability”** shall mean the availability of the applicable Power-Up at the Demarcation Point for use without Severity 1 Issue by Subscriber 24 hours per day, seven days per week, 365 days per year (24x7x365) less the Maintenance Period and Disaster recovery period, and represents the combined availability of networks and servers supporting the applicable Power-Up.
- ❑ **“Updates”** shall mean updates, enhancements, revisions, fixes, patches or other changes to the applicable Power-Up as are made generally available to all Subscribers with an active subscription to such Power-Up, but does not include additional modules or components and other applications separately sold under an Order Form. Each Update shall be deemed a Power-Up once placed in a production environment.
- ❑ **“Uptime Percentage”** shall mean 99.9%.

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<sup>1</sup> ET – Eastern Time; GMT – Greenwich Mean Time; CST – China Standard Time. Please note that all business hours are iCIMS’s local business hours for the regional help desk, subject to local holidays. A listing of iCIMS recognized local holidays for an applicable year is available on the iCIMS Care site at [iCIMS Holiday Schedule](#).

## **Support**

Subscriber shall designate a primary point of contact (POC) for all support Issues under this Agreement. A secondary POC can be established by request. All support issues should be directed to an iCIMS's Support Contact via the iCIMS Helpdesk at the following contact information during Normal Business Hours:

| <b>Help Desk Location</b> | <b>Phone Number</b>  |
|---------------------------|----------------------|
| Americas                  | (800) 889-4422       |
| Europe                    | +44 (0) 118-9000 706 |
| Asia                      | 86-(800) 990-5878    |

## **Hosting**

Power-Up Availability, measured on a calendar month basis, shall be greater than or equal to the Uptime Percentage. Notwithstanding Subscriber/User-side network issues, the applicable Power-Up will respond to User requests in an average of less than one (1) second.

## **Issues**

Whenever a call is placed by the POC to iCIMS Support Contact, the following information must be provided:

- POC name, Subscriber identification number, e-mail address, and telephone and FAX number (including area code)
- Information about the nature of the Issue
- Information about the location of the Issue
- Any Power-Up error messages associated with the Issue and the steps leading up to the Issue occurrence
- Detailed description of the Issue
- Impact of the Issue (In classifying Issues, iCIMS takes into consideration the impact on Subscriber and Users)

In the event iCIMS may become aware and/or Subscriber may notify iCIMS of an Issue, iCIMS shall address the Issue based on its severity, as determined by iCIMS in its reasonable discretion. iCIMS shall use commercially reasonable efforts to respond to Subscriber within the timeframe specified for the respective severity level, acknowledging receipt of the Issue notification and the status of an initial action plan to accomplish Issue Resolution. iCIMS shall use commercially reasonable efforts, in light of the severity and complexity of the Issue, to provide an Issue Resolution within the time frames specified for the respective severity level. Subscriber acknowledges that in some instances Power-Ups are provided by a third party and that some Issues may require iCIMS to seek assistance from such third party in order to provide Issue Resolution, which may delay the timeframe for Issue Resolution due to the responsiveness of such third party.

## **Severity Definitions and Response Times<sup>2</sup>**

These times reflect the targeted time period between the receipt of the iCIMS Support Contact's notification of an Issue to the initial response and the Issue Resolution, respectively, by iCIMS.

| <b>Issue Severity</b> | <b>Definition</b>  | <b>Initial Response</b> | <b>Status Update</b> | <b>Escalation</b><br>(as set forth in the table below)   | <b>Work Around (if available)</b> | <b>Issue Resolution</b> |
|-----------------------|--|-------------------------|----------------------|--|-----------------------------------|-------------------------|
| Severity 1            | Any Issue that (i) compromises the integrity or security of the applicable Power-Up or Data, or (ii) (a) completely prevents the operation of the applicable Power-Up or in which work by a User cannot reasonably continue, and (b) for which there is no reasonable work-around.               | Thirty (30) Minutes     | Every Hour           | To the Highest Escalation Contact Within Eight (8) Hours | Four (4) Hours                    | One (1) Day             |
| Severity 2            | Any Issue that (i) substantially restricts the operations of the applicable Power-Up, but for which an alternative solution or work-around exists, or (ii) does not substantially restrict the operations of the applicable Power-Up, but an alternative solution or work-around does not exist. | Two (2) Hours           | Every Day            | To the Next Escalation Contact on a Daily Basis.         | One (1) Day                       | One (1) Week            |
| Severity 3            | Any Issue that does not substantially restrict the operations of the applicable Power-Up and there is an alternative solution or work-around.  | Eight (8) Hours         | Every Week           | To the Next Escalation Contact on a Quarterly Basis.     | N/A                               | Next Update             |
| Severity 4            | Any Issue that is (i) a requested change to an existing configuration, (ii) a question regarding usability, documentation, training, or other knowledge enhancement question or (iii) an enhancement request.  | Twenty Four (24) Hours  | As Deemed Practical  | N/A  | N/A                               | As Deemed Practical     |

## **Escalation & Prevention**

In the event of an escalation, iCIMS's internal escalation contacts are as follows:

| <b>Level</b>          | <b>Role</b>   |
|-----------------------|---|
| 1 <sup>st</sup> Level | Manager, Customer Success   |
| 2 <sup>nd</sup> Level | Manager, Product Development and/or Manager, Hosting / IT (as applicable) |
| 3 <sup>rd</sup> Level | Chief Technology Officer and/or Chief Operating Office (as applicable)    |

## **Reporting**

For all Severity 1 and 2 Issues, iCIMS shall make available to the POC an Issue report within five (5) working days after Issue Resolution, including the actions taken by iCIMS to achieve Issue Resolution, the response time and the resolution time. Issue reports shall be retained by iCIMS for later reference by the POC for at least one month.

## **Maintenance**

iCIMS shall furnish Updates that include Issue Resolutions promptly after availability of the Issue Resolution, and Updates that include enhancements or other improvements typically within thirty (30) days following general availability of such Update.

<sup>2</sup> Email and voicemails shall be deemed "received" by iCIMS at the beginning of the next business hour.