



TECHNICAL ANNEX

Pursuant to the terms of the Developer Agreement into which this Technical Annex is incorporated by reference, the Parties hereby agree on the following technical and product scope, roles and responsibilities under this Agreement in addition to the terms of the UNIFI Acceptable Use Policy available at <https://developer.icims.com/icims-unifi/acceptable-use-policy> and incorporated herein by reference:

1. Integration Requirements:

As provided herein, the Partner commits to securely design, create, test and maintain the Integration for the purpose of the exchange of Subscriber Data between the iCIMS Subscription and one or more of the Partner's Software or Services for integrated subscribers. The Integration will be designed to apply to any iCIMS subscriber that is also a Partner customer.

- A. Integration Types & Design. The below designation is assigned to Partner by iCIMS in iCIMS' sole discretion and will be used to determine access, promotion and listing status within iCIMS's Marketplace. Currently, there are 2 types of designations:

Type	Design Specifications	Development Environment	Development Technology
Prime	The Integration (1) is built by Partner; (2) conforms to iCIMS's Prime Specifications and (3) has achieved an iCIMS's functional written approval.	iCIMS sandbox ¹	REST API and Prime SDK
Standard	The Integration (1) is built by Partner; (2) conforms to iCIMS's Standard specifications; and (3) has achieved an iCIMS's functional written approval.	iCIMS sandbox ¹	REST API
Non-Standard	The Integration (1) is built by Partner to meet an integrated subscriber's specifications; (2) development is coordinated with iCIMS; and (3) the Integration is accepted by such integrated subscriber and deployed in production.	integrated subscriber environment ²	REST API SOAP API Flat File

¹ An iCIMS sandbox maybe be requested by any Partner with a valid Developer Agreement

² An iCIMS sandbox may be made available; if provided it will not be customized by iCIMS to reflect the integrated subscriber environment

- B. Creation. Partner shall be responsible for developing any extensions, processes, etc. to its systems that are necessary to complete the Integration.

C. Initial Test.

- a. **Standard and Prime**— The Partner agrees to work with iCIMS to test and validate the Integration prior to the initial General Availability (GA) release. This will include, but not be limited to, a functional demonstration that meets functional specifications made available to iCIMS by Partner. Upon successful completion of testing, Partner will make any test logs or other documentation available to iCIMS for final review.



- b. **Non-Standard** – The Partner agrees to work with its integrated subscriber and use the integrated subscriber's environment to develop requirements, establish user acceptance criteria and develop the integration to completion.
- D. **Approval & Deployment.**
 - a. iCIMS reserves the right, in its sole discretion, to reject any integrations that are competitive with and/or that offer overlapping capabilities with the iCIMS Subscription or that iCIMS determines to be insecure. Partner must comply with iCIMS' specifications (Standard or Prime as applicable), if any, that have been made available to Partner, which may be updated from time to time, upon written notice to Partner. In addition the following requirements are necessary:
 - i. **Standard and Prime** – Partner is required to (i) provide iCIMS functional specifications defining the capabilities of the Integration, (ii) provide a demonstration of the Integration within an iCIMS provided sandbox, and (iii) obtain iCIMS' written approval prior to deploying the Integration into a production instance.
 - ii. **Non-Standard** – Partner is required obtain each applicable integrated subscriber's acceptance to deploy the Integration into a production environment.
 - b. **Integration Deployment.** For Standard and Non-Standard Integrations, deployment will not commence without the assignment of a skilled/technical partner resource. Unless otherwise agreed to by iCIMS and the Partner, coordination, response or any activity required to deploy the required functionality should not exceed five (5) business days.
- E. **Right to disable service.** iCIMS reserves right to disable any Integration if iCIMS, in its sole discretion, determines that the Integration may adversely impact iCIMS's Subscription or one or more iCIMS 's subscriber.
- F. **iCIMS Updates.** Prior to an update of the iCIMS Subscription, iCIMS will provide notification and explanation to the Partner of any changes to iCIMS Web Services. Partner will be expected to make required modifications in its systems based on the changes to iCIMS Web Services. If changes are required, the Partner will be responsible for any tests or validation needed to ensure that the Integration will not be materially degraded in functionality, security or performance from the prior update. To the extent that the Integration does suffer from material degradations in performance, security or functionality, then the Partner shall remedy such defects prior to final iCIMS update being placed into production at all iCIMS subscribers. Partner also commits to working with iCIMS subscribers to resolve any specific material degradation in performance or functionality observed by specific subscribers. Should iCIMS determine that Partner's has failed to make such required modifications or remedy such defects, iCIMS may suspend Partner's access to iCIMS's systems (and, for any Partner participating in iCIMS' Marketplace, iCIMS may further remove all Partner-related content from iCIMS' Marketplace) until such modifications have been made or such defects have been remedied to iCIMS's reasonable satisfaction.
- G. **Costs.** Each Party shall be responsible for its own costs resulting from all activities related to the Integration.
- H. **Know-How.** During the course of its performance of its obligations under this Agreement, each Party may be exposed to, learn or develop ideas, techniques, concepts or know-how related to the development of an Integration, excluding any Confidential Information therein ("Know-How"). Each Party shall be free to use, royalty- free, in the performance of its future products and services any Know-How learned by such involvement in the development of an Integration; provided, however, that nothing herein shall give either Party the right to use any Property belonging to the other Party (for clarity, meaning, in the case of iCIMS, iCIMS Property, and in the case of Partner, Partner Property).
- I. **Support.** Partner will provide to iCIMS a current email address to which iCIMS may direct inquiries from integrated subscribers or their users regarding the Integration. Partner is solely responsible for providing all support for the Integration, and for providing to integrated subscribers and their users all information necessary for their use of



the Integration. Notwithstanding the foregoing, iCIMS may provide support in its sole discretion. Further, Partner agrees the service level obligations applicable to integrated subscribers hereunder will apply equally to any request from iCIMS.