



## MASTER PARTNER AGREEMENT

**PLEASE READ THIS MASTER PARTNER AGREEMENT CAREFULLY. BY SIGNING A PARTNER ELECTION FORM REFERENCING THIS MASTER PARTNER AGREEMENT, OR USING THE PRODUCTS OR SERVICES DESCRIBED IN THIS MASTER PARTNER AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS MASTER PARTNER AGREEMENT.**

iCIMS, Inc. (“**iCIMS**”) and the partner organization (“**Partner**”) set forth on the applicable Partner Election form (“**Partner Election Form**”) (each a “**Party**” and collectively the “**Parties**”) enter into and agree to be bound by this Master Partner Agreement.

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties enter into this Master Partner Agreement effective as of the last date of signature in the Partner Election Form (“**Effective Date**”).

### 1. DEFINITIONS

- 1.1. “**Agreement**” shall mean this Master Partner Agreement and any addenda selected on a Partner Election Form, including any exhibits or policies incorporated herein or therein.
- 1.2. “**Documentation**” shall mean the iCIMS product functionality descriptions and release notes that may be accessed at <https://care.icims.com/s/>.
- 1.3. “**iCIMS Materials**” shall mean all iCIMS developed materials including but not limited to: business partner logos, marketing materials, technical materials regarding the Subscription, training materials, iCIMS customer and prospect lists and customer and prospect contact information, and other information of iCIMS or of third parties including Confidential Information.
- 1.4. “**Intellectual Property Right**” shall mean any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule, or regulation.
- 1.5. “**Partner Materials**” shall mean Partner developed materials pertaining to Partner, including but not limited to: Partner’s marketing materials, Partner’s tradenames, Partner’s logos technical materials, training materials, and other information of Partner or of third parties including Confidential Information.
- 1.6. “**Partner Offering**” shall mean any and all services and products offered by Partner for sale, subscription, lease, rent, and/or hire to the public, including but not limited to Partner’s software, advisory services, or development services.

- 1.7. “**Subscriber**” shall mean a customer, and any of its authorized users, agents, and affiliates, of iCIMS that uses any portion of the Subscription.
- 1.8. “**Subscription**” shall mean the iCIMS-hosted software components provided by iCIMS to an iCIMS Subscriber pursuant to a subscription agreement.
- 1.9. “**Term**” shall mean the period from the Effective Date through the following June 30th. The Term of this Agreement shall automatically renew each July 1st, unless either party provides written notification to the other of their intent not to renew this Agreement on or prior to June 1st, or this Agreement is otherwise terminated as provided herein.

### 2. TYPES OF PARTNER PROGRAMS

During the Term, Partner may elect to participate in the following programs subject to Partner’s execution of a Partner Election Form selecting the particular program. Partner is solely responsible for its own costs as may be required with respect to its participation under this Agreement, unless otherwise mutually agreed upon in writing.

- 2.1. **Referral Program.** During the Term, Partner may market, promote, and refer organizations to iCIMS and receive a referral payment for those that become Subscribers, as set forth in the Partner Referral Addendum (“**Referral Addendum**”).
- 2.2. **Development Program.** During the Term, Partner may develop a software integration between the Subscription and its Partner Offering via web services, and may elect to have such Partner Offering included and promoted within iCIMS’ marketplace (which may be accessed at



<https://marketplace.icims.com/>), as set forth in the Developer Addendum (“**Developer Addendum**”).

2.3. **Advisor Program.** During the Term, Partner may obtain certification in iCIMS’ products, and provide advisory services to Subscribers, and have such services included and promoted within iCIMS’ marketplace (which may be accessed at <https://marketplace.icims.com>) as set forth in the Advisor Program Addendum (“**Advisor Program Addendum**”).

### 3. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

#### 3.1. **Confidential Information Defined.**

“**Confidential Information**” as used in this Agreement means any information that during the Term is disclosed by or on behalf of a Party or its affiliates (the “**Disclosing Party**”) to the other Party or its affiliate (the “**Receiving Party**”) and at the time of disclosure: (i) is designated in writing as confidential or proprietary; (ii) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts, and software; or (iii) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party under the circumstances. Each Party acknowledges that during the performance of this Agreement it may have access to and/or receive Confidential Information.

3.2. **Obligations.** Except as approved by the Disclosing Party in writing, the Receiving Party shall not: (i) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (ii) disclose the Confidential Information of the Disclosing Party to any third party except to the Receiving Party’s affiliates, contractors, agents, or corporate directors or officers (each, a “**Representative**”) who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party shall be responsible for any use by its Representative of the Confidential Information it discloses to its Representative. Upon termination of this Agreement, each Party shall cease use of, and within thirty (30) days of termination shall destroy or return, all Confidential Information of the other Party, except that each Party may retain Confidential

Information as required to comply with its obligations under applicable laws or regulations.

3.3. **Exceptions.** Neither Party’s obligations under this Section 3 apply to: (i) information which is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (ii) information received by the Receiving Party from a third party that to the Receiving Party’s knowledge is not under a confidentiality obligation with respect to the Confidential Information; or (iii) information previously known to or independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure and seek confidential treatment for the disclosed Confidential Information.

#### 3.4. **iCIMS Materials and Documentation.**

Partner acknowledges and agrees that iCIMS or its licensors (and their permitted assigns) own all rights, title, and interest to the iCIMS Materials, Documentation, and the Subscription. Subject to the terms and conditions contained in this Agreement, during the Term, iCIMS hereby grants to Partner, and Partner hereby accepts, a limited, non-exclusive, non-transferable, worldwide right to use the iCIMS Materials and Documentation solely to perform its obligations under this Agreement. Partner acknowledges that this Agreement does not convey to Partner any right, license, title, or interest in or to the Subscription.

3.5. **Partner Materials.** iCIMS acknowledges and agrees that Partner or its licensors own all rights, title, and interest to Partner Materials, provided they do not contain any iCIMS Materials or Documentation. Subject to the terms and conditions contained in this Agreement, during the Term, Partner hereby grants to iCIMS, and iCIMS hereby accepts, a non-exclusive, non-transferable, royalty-free, worldwide right to use the Partner Materials solely to perform its obligations under this Agreement. iCIMS acknowledges that this Agreement does not convey to iCIMS any right,



license, title, or interest in or to the Partner Offerings.

3.6. **Restrictions.** Any rights not expressly granted by iCIMS are reserved by iCIMS, and all implied licenses are disclaimed. Partner shall not exceed the scope of the licenses granted. Partner shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any source code of the Subscription by any means whatsoever. Partner shall not remove any proprietary trademark or copyright markings incorporated in, marked on or affixed to any iCIMS Materials, Documentation, or Subscription by iCIMS or its licensors. Partner agrees to notify iCIMS immediately of any unauthorized use of any iCIMS Materials, Documentation, or the Subscription of which it becomes aware.

#### 4. **REPRESENTATIONS, WARRANTIES & COVENANTS**

4.1. **Compliance With Laws.** Partner represents and warrants that its performance under this Agreement will not be in violation of any applicable law, rule, regulation, or obligation to third parties. Partner is solely responsible for and shall ensure that its performance under this Agreement complies with applicable laws and regulations, including obtaining any required notices or consents.

4.2. **Performance.** Partner represents and warrants that its performance under this Agreement shall: (i) be provided without material defect in material or workmanship, and consistent with or exceeding generally accepted industry practices and procedures; and (ii) be provided or performed through the use of reasonable care and in a timely, professional and workmanlike manner. Partner shall not subcontract any portion of its obligations under this Agreement or any addenda without iCIMS' express written permission. In the event of a permitted subcontract, Partner shall remain fully liable for the acts and omissions of its subcontractors to the same extent that Partner is under this Agreement.

4.3. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ICIMS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE, MERCHANTABILITY, NON-INFRINGEMENT AND

SYSTEM INTEGRATION. IF THE EXCLUSIONS SET FORTH IN THIS SECTION ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL IMPLIED WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND NO IMPLIED WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.

#### 5. **INDEMNIFICATION**

5.1. **Partner Indemnification.** Partner agrees to defend iCIMS, its affiliates, and their respective directors, officers, employees, licensors, and agents (each an "**iCIMS Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that Partner Materials or the Partner Offering infringe or violate an Intellectual Property Right of a third party; (ii) arising from the gross negligence or intentional misconduct of Partner or its affiliates, and their respective employees and agents; (iii) arising from any violation of Partner's obligations in this Agreement; or (iv) arising from Partner's violation of an applicable law or regulation (including any anti-corruption, anti-kickback, or anti-bribery law), (each of (i), (ii), (iii), and (iv) a "**Partner Indemnified Claim**"), and indemnify each iCIMS Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with a Partner Indemnified Claim.

5.2. **iCIMS Indemnification.** iCIMS agrees to defend Partner, its affiliates, and their respective directors, officers, employees, and agents (each a "**Partner Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) arising from the gross negligence or intentional misconduct of iCIMS or its affiliates, and their respective employees and agents; or (ii) arising from any use of Partner's Materials by iCIMS or its affiliates, and their respective employees and agents, not in accordance with this Agreement (each of (i) and (ii) an "**iCIMS Indemnified Claim**"), and indemnify each Partner Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with an iCIMS Indemnified Claim.

#### 6. **LIMITATION OF LIABILITY**

6.1. IN NO EVENT WILL ICIMS OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT,



NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR: LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT ICIMS OR ITS AFFILIATES MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

6.2. THE TOTAL CUMULATIVE LIABILITY OF ICIMS AND ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, TEN THOUSAND DOLLARS (\$10,000). IN NO EVENT WILL ICIMS BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT UNLESS PARTNER FIRST PROVIDED TO ICIMS THIRTY (30) DAYS' PRIOR WRITTEN NOTICE OF SUCH BREACH AND AN OPPORTUNITY FOR ICIMS TO CURE SUCH BREACH WITHIN THOSE THIRTY (30) DAYS.

#### 7. **TERMINATION**

7.1. **Termination Without Cause.** Either Party may terminate this Agreement at any time without cause and for its convenience upon thirty (30) days' prior written notice to the other Party.

7.2. **Termination for Cause.** iCIMS may terminate this Agreement or any addendum upon written notice to Partner if Partner does not cure its material breach within fifteen (15) days of written notice from iCIMS stating its intent to terminate and describing the breach with reasonable particularity.

7.3. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information, iCIMS Materials, Partner Materials, or Documentation, as applicable), and all rights and licenses granted to either Party under this Agreement immediately shall cease to exist. Further, both Parties agree to promptly refrain thereafter from using any materials of the other Party and take all appropriate steps to remove and cancel its listing in websites, directories, public records or elsewhere, which state or indicate that it is a partner of the other Party.

7.4. **Post-Termination Rights; Waiver of Damages.** To the maximum extent permissible under law, each Party hereby waives all claims for termination compensation or any damages related to or arising as a consequence of the termination or expiration of this Agreement to which it may have a right under the law of any jurisdiction.

7.5. **Survival of Provisions.** The Parties acknowledge and agree that Section 3 (Confidential Information and Intellectual Property), Section 5 (Indemnification), Section 6 (Limitation of Liability), Section 7 (Termination), and those portions of Section 8 (General) that by their terms should be reasonably construed to survive termination, shall survive termination of this Agreement.

7.6. **Non-Disparagement.** Each Party agrees to refrain from any disparagement, defamation, libel, or slander of the other Party, or tortious interference with the contracts and relationships of the other Party.

#### 8. **GENERAL**

8.1. **Equitable Relief.** Each Party acknowledges and agrees that if it breaches the provisions of Section 3 (Confidential Information and Intellectual Property) damages to the other Party would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to the other Party for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, the other Party shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. Except as otherwise provided, all rights and remedies contained in this Agreement or provided by law shall be cumulative and no one of them shall be exclusive of any other.

8.2. **Assignment.** Partner may not assign or transfer this Agreement (or any right herein) without the prior written consent of iCIMS. Notwithstanding the foregoing, Partner may, upon written notice to iCIMS, assign this Agreement to an affiliate or successor in interest by merger, acquisition or reorganization. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

8.3. **Governing Law & Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without



regard to its choice of law provisions, the United Nations Convention on Contracts for the International Sale of Goods. Any lawsuit related to this Agreement or its subject matter will be heard only in the federal or state courts located in the State of New Jersey or the U.S. District Court for the District of New Jersey, and the Parties hereby submit to the personal jurisdiction of and venue in those courts.

8.4. **Counterparts.** This Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement.

8.5. **Headings.** The headings in this Master Partner Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

8.6. **Entire Agreement; Waiver; Amendments.** This Agreement and any applicable addenda supersedes in full all prior discussions and agreements (oral or written) between the Parties relating to the subject matter herein, and constitutes the entire agreement between the Parties relating thereto. iCIMS reserves the right to modify or supplement this Agreement (or any addenda) at any time, although iCIMS shall make commercially reasonable efforts to provide sixty (60) days advance prior notice to Partner of any changes that materially impact iCIMS' or Partner's rights or obligations. The failure of either Party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other Party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other Party.

8.7. **Relationship of Parties.** Both Parties agree that they are independent entities. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for

any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

8.8. **Rules of Interpretation.** In the event of any conflict between this Master Partner Agreement and any addenda, this Master Partner Agreement will be given precedence, except as expressly set forth in the applicable addenda. Unless explicitly specified to the contrary, the word "including" wherever used herein means "including, but not limited to".

8.9. **Documentation Updates.** iCIMS may update, terminate, replace any part of the Subscription, the iCIMS Materials, and/or Documentation from time to time. Partner acknowledges and agrees that Partner shall make commercially reasonable efforts to remain aware of the Subscription functionality and features, and ensure that the information which Partner provides to prospective and current iCIMS subscribers is complete, true, and accurate. iCIMS shall not be liable for any false or misleading product information provided by Partner due to Partner's failure to remain aware of Documentation and product changes.

8.10. **Third-Party Beneficiaries.** No other person has any rights, interest, or claims hereunder or is entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

8.11. **Judicial Modifications.** THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of this Agreement or any other provision hereof. In addition, in the event that any provision of this Agreement (or portion thereof) is determined by a court to be unenforceable as drafted, the Parties acknowledge that it is their intention that such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

8.12. **Notices.** All notices, requests and demands, other than invoices and routine communications under this Agreement, shall be in writing and shall be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile or email, or one (1) business day after being given to an



overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of certified mail, return receipt requested, postage prepaid. Any notice required to be delivered under this Agreement shall be delivered via email, in the case of Partner, to the email or office address listed in the most recent Partner Election Form, and in the case of iCIMS, to [generalcounsel@icims.com](mailto:generalcounsel@icims.com) or

iCIMS, Inc., Attn: General Counsel, 101 Crawford's Corner Rd, Suite #3-100, Holmdel, NJ 07733, U.S.A. Either Party may from time to time change the individual(s) to receive notices under this Section and its address for notification purposes by giving the other prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.