



## LANGUAGE ASSESSMENT ADDENDUM

Subscriber has ordered products or services from iCIMS, Inc. (“iCIMS”) under one or more Order Forms signed by iCIMS and Subscriber (each an “Order Form”). Each Order Form is subject to and governed by the Subscription Agreement entered into by iCIMS and Subscriber (the “Subscription Agreement”). Certain of the products or services ordered by Subscriber are Language Assessment Services (as defined below). Subscriber and iCIMS hereby enter into this Language Assessment Addendum (the “Assessment Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Language Assessment Service, as follows:

**1. EFFECT OF ASSESSMENT ADDENDUM.** Solely with respect to the Language Assessment Service identified in an Order Form, this Assessment Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Language Assessment Service, this Assessment Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this Assessment Addendum may be updated from time to time as iCIMS develops new features, and that any new terms and/or conditions that relate to such new features shall be applicable to Subscriber to the extent Subscriber purchases new Language Assessment Service

**2. DEFINITIONS.** The capitalized terms defined in the Subscription Agreement shall have the same meanings in this Assessment Addendum, except as set forth expressly in this Assessment Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Language Assessment Service:

**2.1 “Agreement”** means the Subscription Agreement as modified by this Assessment Addendum in accordance with Section 1 of this Assessment Addendum.

**2.2 “Documentation”** means any written Language Assessment Service product specifications and training materials provided by iCIMS to Subscriber.

**2.3 “Implementation Service”** means the Implementation Services related to the Language Assessment Service identified in an Order Form.

**2.4 “Language Assessment Service”** means any Language Assessment product or service identified by that term in an Order Form and any other product or service that an Order Form identifies as being governed by the Assessment Addendum.

**2.5 “Subscription”** means the specific Language Assessment Service and Implementation Service set forth in an Order Form.

**2.6** To the extent the following terms are defined in the Subscription Agreement:

(a) **“Application”** and **“Program”** each mean the Language Assessment Service and software embedded therein, together with the Documentation.

(b) **“Information Service”** means the hosting and provision of the Application.

(c) **“Services”** means the Information Service and the Implementation Services.

**3. SUBSCRIBER RESPONSIBILITIES.** In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:

**3.1** Subscriber acknowledges and agrees that any output, recommendation, suggestion, or explanation provided by the Language Assessment Service is for informational purposes only, and that Subscriber remains solely responsible for any use of the Language Assessment Service by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, action or decision, and shall ensure that any process, action or decision does not violate any law or regulation.

**3.2** Subscriber is solely responsible for and shall ensure that use of, or disclosure of, any Subscriber Data in accordance with this Subscription Agreement complies with applicable laws and regulations, including any required notices or consent. Subscriber is solely responsible for and shall ensure that Subscriber has obtained any permission, license, or other Intellectual Property Right that may be required for uploading, importing, or using any Subscriber Data in the Language Assessment Service.

**3.3** In addition to any indemnification obligation set forth in the Subscription Agreement, Subscriber shall defend iCIMS and its direct and indirect parents, subsidiaries and affiliates, and their respective officers, directors, shareholders and agents (each, an “iCIMS Indemnitee”) from and against any third party claim, demand, lawsuit or legal action arising from any matter for which Subscriber is responsible under this Section 3 (a “Subscriber Indemnified Claim”), and indemnify each iCIMS Indemnitee against any damages, attorneys’ fees, and other costs or expenses awarded against it or incurred by it in connection with a Subscriber Indemnified Claim. This Section 3.3 shall survive the expiration or termination of the Agreement.

**4. SUBSCRIBER DATA.**

**4.1 Subscriber Data Access and Storage.** Notwithstanding anything to the contrary in this Subscription Agreement, the long-term storage and hosting of data with respect to the Language Assessment Service will be in the United States or the European Union. During the Subscription Period as set forth in an applicable Order Form, Subscriber may access and download Subscriber Data in the manner provided pursuant to the Documentation for the Language Assessment Service. iCIMS shall dispose of Subscriber Data in accordance with the Data Security & Privacy Statement.

**5. Data Protection.** Notwithstanding anything to the contrary in the Subscription Agreement, iCIMS shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data as set forth in the Data Security & Privacy Statement. iCIMS in its discretion also may maintain supplemental or additional safeguards. Notwithstanding the foregoing, Subscriber acknowledges that solely with respect to the Language Assessment Service, iCIMS’ safeguards currently may deviate from the following sections of Section 5 of the IT Security Policy (incorporated by the Data Security & Privacy Statement), provided those deviations will be corrected and will fully comply with those policies no later than April 30, 2021: Section(s) 1.3, 2, 14.1-14.6,



15.3 – 15.4.5, and 25.1-25.4. Notwithstanding those deviations, iCIMS' safeguards with respect to the Language Assessment Service comply with industry best practices as of the date of this Assessment Addendum.

**6. WARRANTIES AND LIMITATIONS** As applicable to the Language Assessment Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Language Assessment Service in accordance with the Documentation and the specific terms set forth in this Assessment Addendum, including Section 3 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE LANGUAGE ASSESSMENT SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS ASSESSMENT ADDENDUM. TO THE EXTENT PERMITTED BY LAW, iCIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND ANY WARRANTY REGARDING SUBSCRIBER'S USE OF THE LANGUAGE ASSESSMENT SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO ITS USE OF THE LANGUAGE ASSESSMENT SERVICE.

**7. CONFIDENTIAL INFORMATION.** The Documentation is deemed part of the Confidential Information of iCIMS as defined in the Agreement.

**8. GENERAL TERMS.**

**8.1 iCIMS Subsidiaries and Affiliates.** Subscriber acknowledges and agrees that the Language Assessment Service may be provided directly by iCIMS, on behalf of iCIMS by iCIMS' subsidiary or affiliate, and that iCIMS may delegate or subcontract its rights and obligations to that entity in whole or in part; provided that such subcontracting or delegation shall not relieve iCIMS of its obligations or liabilities under this Agreement.

**8.2 Documentation Changes.** Subject to iCIMS' obligations with respect to Documentation and policy changes in the Subscription Agreement, iCIMS may make changes to the Documentation referenced in this Assessment Addendum, or the hyperlink or other means of access to the Documentation.

**8.3 Counterparts** This Assessment Addendum may be executed by reference in an applicable Order Form, or 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 Assessment Addendum.