ACCEPTABLE USE POLICY

This Acceptable Use Policy (the "**Acceptable Use Policy**") is part of the Subscription Agreement by and between Subscriber and iCIMS, Inc. (the "**Agreement**"). In the event of a conflict between this Acceptable Use Policy and the Agreement, unless otherwise expressly provided, the Agreement will control. All capitalized terms not defined herein have the meaning ascribed to them in the then-current Subscription Agreement found at https://icims.com/gc/.

1. Proper Use

Subscriber shall, and shall ensure that its Users, comply with this Acceptable Use Policy, the Agreement and all iCIMS's Documentation. iCIMS may deny Subscriber or any User use of the Subscription as may be required by iCIMS to effectuate its rights and obligations under or otherwise enforce this Acceptable Use Policy or the Agreement. iCIMS shall use commercially reasonable efforts to give Subscriber advance notice of any denial of such use, if practicable and not injurious to the legitimate commercial interests of iCIMS and its Affiliates.

2. Restrictions

Subscriber understands, acknowledges and agrees that it shall not, except as otherwise expressly permitted: (i) copy or reproduce any Subscription in any form or medium; (ii) modify, reverse engineer, decompile, adapt, restructure, rearrange, reorganize, recompile, reformat, create derivative works of, change, or add to any Subscription or in any way attempt to reconstruct or discover any source code or algorithms of the Subscription, or any portion thereof, by any means whatsoever; (iii) remove any copyright, proprietary rights, or restrictive legends, or bypass or disable any protections that have been put in place against unlicensed use of the Subscription and/or third party data; (iv) remove iCIMS's, its Affiliate's, or licensor's legends and notices on any and all permitted copies, adaptations, and rearrangements of the Subscription (or part thereof); (v) provide, or otherwise make available, the Subscription to any third party; (vi) fail to take appropriate action with its employees, agents, and subcontractors, by agreement or otherwise, necessary to satisfy its obligations under this Acceptable Use Policy or the Agreement with respect to the use, copying, protection, and security of the Subscription and/or Subscriber Data; and (vii) engage in any use, including copying, modification, redistribution, publication, display, performance or retransmission, of any portions of any Subscription, other than as expressly permitted by this Agreement, without the prior written consent of iCIMS, which consent iCIMS may grant or refuse in its sole and absolute discretion; or (viii) use the Subscription to send messages that violate applicable laws, rules, and regulations.

3. Prohibited Uses

Subscriber understands, acknowledges and agrees that it shall not use any Subscription to knowingly: (i) impersonate any person or entity or falsely state or otherwise misrepresent affiliation with any person or entity; (ii) intercept any data not intended for Subscriber or its Users; and (iii) perform any hack (ethical or of any other nature), including probing, scanning, or testing (or attempt to do any of the foregoing), loads, penetration, technical security, or other vulnerability of the Subscription or otherwise breach security or authentication measures. Subscriber agrees that it shall not use any Subscription to knowingly upload, post, email, transmit, store, distribute or otherwise make available: (a) any content, or engage in any behavior, action, or conduct, that is unlawful, harmful, untrue, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, illegal, invasive of another's privacy, hateful, racist, or otherwise objectionable; (b) any unsolicited or unauthorized messaging (as further set forth in Section 8 below); (c) any Subscriber Data, or otherwise provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources), to any person(s) or organization(s) designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act or otherwise in violation of any U.S. export control restrictions; (d) a time bomb, worm, virus, malware, ransomware, lock, drop-dead device, or other similar component of software or electronically stored information that is intended in any manner to: (1) damage, destroy, alter, or adversely affect the operation of the Subscription or any software, hardware, or a service in connection with which the Subscription is used; or (2) reveal, damage, or alter any Subscriber Data, or any other software, hardware, or information of or relating to another person or entity; or (e) any incorrect or misleading Subscriber Data.

4. Limitations

Except as otherwise set forth on the applicable Order Form and/or Statement of Work, Subscriber understands and acknowledges that iCIMS may establish, as described in its user, technical or other similar documentation, general practices and limits concerning Subscriber's conduct, use of the Subscriber Data, use or access to the Subscription (or part thereof), including without limitation: (i) the maximum number of days that Subscriber Data will be actively retained by or made available via the Subscription; (ii) the maximum number of uploads, posts, or transmissions that may be sent from or received by Subscriber (or its Users) via the Subscription; (iii) the maximum size of any Subscriber Data, individually or collectively, that may be sent from or received by Subscriber (or its Users) via the Subscription; (iv) the maximum storage space that will be allotted to Subscriber, (v) the length of time before an inactive User is automatically logged off of the subscription; and (vi) the maximum number of times

(and the maximum duration for which) Subscriber or its Users may access the Subscription in a given period of time. iCIMS shall provide Subscriber with commercially reasonable notice (which for purposes of this Limitation Section may include notice by update to the applicable publicly available iCIMS documentation in accordance with the Agreement) of any such new practices or limits pursuant to the terms thereof. If Subscriber provides iCIMS with written notice of any objection to any such practice or limit within fifteen (15) days of Subscriber's receipt thereof, such practice or limit will not be effective until Subscriber and iCIMS have reached an agreement with respect to such change, practice, or limit. In the event an agreement cannot be reached within sixty (60) days from Subscriber's objection to such notice regarding the new practice or limit, such new practice or limit will not be effective as to Subscriber for the remainder of the Subscription Period, provided that iCIMS may terminate the Agreement for convenience upon thirty (30) days written notice to Subscriber.

5. Named Users

Subscriber shall ensure that only named Users access or use the Subscription and that each named User is a unique person. Use of a non-iCIMS intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Programs will be deemed separate named Users under this Agreement. Further, sharing of usernames and/or passwords for access to the Subscription is prohibited and Subscriber shall be responsible for its Users misuse of any usernames or passwords to access the Subscription.

6. Consents & Authorizations

Subscriber understands, acknowledges and agrees that: (i) iCIMS is not a covered entity or a business associate for purposes of the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"); (ii) iCIMS does not act as Subscriber's agent; (iii) Subscriber shall not, and shall ensure each User does not, use the Subscription to submit, upload, process or store any health-related information, as the basis for any health-related decisions, or in connection with performing any health care related functions or activities requiring the disclosure, processing or storing of any health-related information; and (iv) Subscriber is solely responsible for determining the form of and providing or obtaining any notices, consents and/or authorizations, if any, required by any applicable laws or regulations associated with the use or disclosure of any Subscriber Data. Subscriber understands that the technical processing and transmission of the Subscription, including its account information, Subscriber Data, may involve: (a) transmissions over various networks, including the transfer of this information to the United States and/or other countries for storage, processing, and use by iCIMS, its affiliates, and their agents; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) other transmission or tracking requirements (including use of cookies consistent with the limitations described in the Talent Platform Security Policy). Accordingly, Subscriber agrees to permit such parties to make such transmissions and changes, and Subscriber agrees to obtain the necessary consent from its Users for the same, and further obtain all rights necessary to share, provide access to, and permit use of Subscriber Data by iCIMS, its Users, and iCIMS's agents who access the Subscription or Subscriber Data in accordance with the then current Data Security & Privacy Statement.

7. Professional Services

Forms provided to iCIMS by Subscriber for iForm development must be in MS Word format. Additional professional services charges will apply if forms are provided to iCIMS in other formats. Such additional professional services must be authorized by Subscriber, in writing, via a new Order Form prior to the commencement of such professional services. No data feed services are included by default; all feeds must be outlined as additional professional services.

8. E-Mail Message Compliance

Subscriber shall comply with the following when sending e-mail messages through the Subscription: (i) use only permission-based marketing e-mail message lists (i.e., lists in which each recipient has expressly granted permission to receive e-mail messages from Subscriber by affirmatively opting-in to receiving those e-mail messages); (ii) always include a working "unsubscribe" mechanism in each marketing e-mail message that allows the recipient to opt-out from an e-mail mailing list except as otherwise required or set forth by applicable law; (iii) comply with all requests from recipients to be removed from email mailing lists within ten (10) days of receipt of the request or the appropriate deadline under applicable law; (iv) maintain, publish, and comply with a privacy policy that meets all applicable legal requirements, whether or not Subscriber controls the sending of the e-mail message; and (v) include in each e-mail message: (a) a link to a then-current privacy policy applicable to that e-mail message, and (b) a valid physical mailing address or a link to that information. While using the Subscription, Subscriber shall not: (1) send e-mail messages to addresses obtained from purchased or rented digital message lists; (2) use third party message addresses, domain names, or mail servers without proper permission; (3) routinely send e-mail messages to non-specific addresses (e.g., webmaster@domain.com or info@domain.com); (4) send e-mail messages that result in an unreasonable number of spam or similar complaints (even if the e-mail messages themselves are not actually spam); (5) disguise the origin, or subject matter of, any e-mail message or falsify or manipulate the originating message address, subject line, header, or transmission path information for any e-mail message; (6) send offers for the purpose of obtaining personal information or generating leads for third parties; (7) send "chain letters," "pyramid schemes," or other types of messages that encourage the recipient to forward the content to strangers; (8) send to lists of addresses that are programmatically generated or scraped from the internet; (9)

employ sending practices, or have overall message delivery rates, which negatively impact or has adverse effects on the Subscription; or (10) import, or incorporate into, any contact lists or any other similar lists that you may upload to the Subscription, any of the following information: social security numbers, national insurance number, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health, or financial information of any kind.

Subscriber acknowledges and understands that other terms, conditions, and policies may apply to its use of Communication Products as further detailed in Section 9 (Phone Number Providers) below.

9. Phone Number Providers (if applicable)

Some Communication Services (as defined in the Communication Addendum) may enable Subscriber to send messages through a phone number and/or short code using SMS and other methods. iCIMS engages third-party vendors to provide the phone number(s) and short code(s) that Subscriber uses to communicate through the applicable Communication Service. If Subscriber elects to use a Communication Service involving phone number(s) or short code(s), Subscriber will be notified which third-party vendor will be providing it with the phone number(s) and/or short code(s) through its "User Preferences" page of its platform. The vendors currently used, along with a link to their respective terms, conditions, and policies are as follows:

- Twilio
- Nexmo
- CDYNE

Subscriber understands, acknowledges and agrees that its use of phone number(s) and/or short code(s) within the Subscription must conform and comply with the guidelines set forth in the CTIA (Cellular Telecommunications Industry Association), the CWTA (Canadian Wireless Trade Association), the ETNO (European Telecommunications Network Operators' Association, and the GSMA (Global System Mobile Association), as applicable.

In the event Subscriber chooses to subscribe to a Communication Service, Subscriber acknowledges and agrees that Subscriber is solely responsible for complying with all terms, conditions, guidelines and policies listed above, as applicable.

10. Data Import/Export

Subscriber Data associated to legacy data migration and systems integration must be provided by Subscriber (or Subscriber authorized third party) to iCIMS in iCIMS's CSV/XML Import Format (refer to iCIMS Spec Requirement for details).

In the event Subscriber requests iCIMS to conduct a Subscriber Data update to Subscriber's Subscription by use of the CSV Import Tool, Subscriber shall pre-screen such Subscriber Data to ensure its accuracy, integrity, completeness, and quality prior to making the Subscriber Data available to iCIMS. Subscriber acknowledges that iCIMS can only conduct a full system restoration (at its then current fees) based on the most recent data backup prior to the modification or deletion of the Subscriber Data. Any actions taken, including additional job, candidate, or hiring manager profiles created after the data backup, will be lost. Subscriber Data loss or corruption must be reported to iCIMS within seven (7) days; failure to do so may prevent iCIMS from fully restoring Subscriber's Subscription to an uncorrupted state.

Subscriber understands, acknowledges and agrees that use of unsecure FTP channels reduces the security measures in place to protect the Subscriber Data being transferred. As such, if Subscriber chooses to use unsecure FTP channels to transfer Subscriber Data to or from iCIMS, Subscriber shall add PGP encryption to all Subscriber Data prior to transferring such Subscriber Data via an unsecure FTP channel.

Subscriber understands, acknowledges and agrees that Subscriber's use of unsecure FTP channels or other third-party providers (e.g., GoogleDrive, Box, or any other similar service) to transfer, import or export Subscriber Data to or from iCIMS will be at Subscriber's own risk, and Subscriber further acknowledges and agrees that iCIMS shall have no liability of any kind whatsoever arising out of or in connection with Subscriber's use of the foregoing.