



iCIMS TALENT CLOUD AI 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 ordered by Subscriber are Talent Cloud AI Services (as defined below). Subscriber and iCIMS hereby enter into this iCIMS Talent Cloud AI Addendum (the “TCS Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Talent Cloud AI Services, as follows:

1. **EFFECT OF TCS ADDENDUM.** Solely with respect to any of the Talent Cloud AI Service identified in an Order Form, this TCS Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Talent Cloud AI Service, this TCS Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this TCS Addendum may be updated from time to time as iCIMS develops new products and/or features, including those that may use artificial intelligence or machine learning, as part of iCIMS Talent Cloud AI, and that any new terms and/or conditions that relate to such new products and/or features shall be applicable to Subscriber, to the extent Subscriber purchases new Talent Cloud AI Services.
2. **DEFINITIONS.** The capitalized terms defined in the Subscription Agreement shall have the same meanings in this TCS Addendum, except as set forth expressly in this TCS Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Talent Cloud AI Service:
 - 2.1. **“Affiliate”** of a Party means an entity that directly or indirectly controls, is controlled by, or is under common control with that Party, in each case through majority voting power.
 - 2.2. **“Agreement”** means the Subscription Agreement as modified by this TCS Addendum in accordance with Section 1 of this TCS Addendum.
 - 2.3. **“Candidate”** means any person who directly or indirectly enters into the Subscription, a job application or other information related to a job or job opportunity with Subscriber or its Affiliate.
 - 2.4. **“Documentation”** means any written Talent Cloud AI Service product specifications and training materials provided by iCIMS to Subscriber.
 - 2.5. **“Subscription”** means the specific Talent Cloud AI Service set forth in an Order Form.
 - 2.6. **“Talent Cloud AI Service”** means any iCIMS Talent Cloud AI 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 TCS Addendum.
 - 2.7. **“User”** means Subscriber’s employee, contractor or agent authorized by Subscriber to use the Talent Cloud AI Service.
 - 2.8. To the extent the following terms are defined in the Subscription Agreement:
 - (a) **“Application”** and **“Program”** each mean the Talent Cloud AI 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.
3. **SUBSCRIBER RESPONSIBILITIES.** In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:
 - 3.1. **Use.** Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Talent Cloud AI Service is for informational purposes only. Subscriber is solely responsible for any use of the Talent Cloud AI 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. **Indemnification.** 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 3.2 shall survive the expiration or termination of the Agreement.
 - 3.3. **Compliance Measures.** iCIMS agrees to implement technical or other measures in its discretion to limit or prevent any use of the Talent Cloud AI Service in violation of Subscriber’s responsibilities under Section 3 of this TCS Addendum as determined in iCIMS’ good faith judgment.



4. **SUBSCRIBER DATA.**
- 4.1. **Data Storage.** Notwithstanding anything contrary in the Subscription Agreement, the long-term storage and hosting of data with respect to the Talent Cloud AI Service shall be in the United States or the European Union.
- 4.2. **Data Use and Disclosure.** Notwithstanding anything contrary in the Subscription Agreement, iCIMS may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate (collectively, “Analytics”). iCIMS shall maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate.
5. **WARRANTIES AND LIMITATIONS.** As applicable to the Talent Cloud AI Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Talent Cloud AI Service in accordance with the Documentation and the specific terms set forth in this TCS Addendum, including Section 3 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE TALENT CLOUD AI SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS TCS 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 TALENT CLOUD AI SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO ITS USE OF THE TALENT CLOUD AI SERVICE.
6. **CONFIDENTIAL INFORMATION.** The Documentation is deemed part of the Confidential Information of iCIMS as defined in the Agreement.
7. **GENERAL TERMS.**
- 7.1. **iCIMS Subsidiaries and Affiliates.** Subscriber acknowledges and agrees that the Talent Cloud AI Service may be provided directly by iCIMS, or on behalf of iCIMS by iCIMS’ subsidiary or affiliate, and 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.
- 7.2. **Documentation Changes.** Subject to iCIMS’ obligations with respect to Documentation in the Subscription Agreement, iCIMS may make changes to the Documentation referenced in this Talent Cloud AI Service Addendum, or the hyperlink or other means of access to the Documentation.
- 7.3. **Counterparts.** This TCS 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 TCS Addendum.