



## COMMUNICATION 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 Communication Services (as defined below). Subscriber and iCIMS hereby enter into this Communication Addendum (the “Communication Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Communication Services, as follows:

1. **EFFECT OF COMMUNICATION ADDENDUM.** Solely with respect to any Communication Service identified in an Order Form, this Communication Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Communication Service, this Communication Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this Communication Addendum may be updated from time to time as iCIMS develops new communication oriented products and/or features, 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 Communication Services.
2. **DEFINITIONS.** The capitalized terms defined in the Subscription Agreement shall have the same meanings in this Communication Addendum, except as set forth expressly in this Communication Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Communication 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 Communication Addendum in accordance with Section 1 of this Communication Addendum.
  - 2.3 “Communication Service” means any Text Engagement or iCIMS’ Digital Assistant product or service identified by those terms in an Order Form, and any other product or service that an Order Form identifies as being governed by the Communication Addendum.
  - 2.4 “Documentation” means any written Communication Service product specifications and training materials provided by iCIMS to Subscriber.
  - 2.5 “Implementation Service” means the Implementation Services related to a Communication Service identified in an Order Form.
  - 2.6 “Message Recipient” means any person who, by means of the Communication Service, receives a message from Subscriber or sends a message to Subscriber (whether such messages are by text or other form).
  - 2.7 “Subscriber Data” means the messages, contact information and other electronic data and files entered, imported, uploaded or transferred into the Communication Service by Subscriber, its Affiliate, a User or a Message Recipient.
  - 2.8 “Subscription” means the specific Communication Service and Implementation Service set forth in an Order Form.
  - 2.9 “User” means Subscriber’s employee, contractor or agent authorized by Subscriber to use the Communication Service.
  - 2.10 To the extent the following terms are defined in the Subscription Agreement:
    - (a) “Application” and “Program” each mean the Communication 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. **ORDER FORMS.** Subscriber may permit access to the Communication Service only by the maximum number of Users set forth in the Order Form. Each User will be assigned a unique user identification name and password (“User ID”) for access to and use of the Communication Service. User IDs may not be shared or used by more than one User at a time. Use of the Communication Service is limited to the number of contacts, messages and other categories set forth in the Order Form. iCIMS may impose controls intended to enforce those limitations and may charge Subscriber for any excess use at iCIMS’ then current rates.
4. **THIRD-PARTY PRODUCTS AND SERVICES.** Subscriber may use, or iCIMS may enable or allow access to products, services, communication channels, and web sites provided by other persons or entities (each, a “Third-Party Product”). Subscriber is solely responsible for entering into and/or complying with any contractual agreement or other terms and conditions that are required by the provider of any Third-Party Product. iCIMS does not make any representation or warranty regarding or endorsing any Third-Party Product. Except in the case where iCIMS has agreed to provide first-tier support for Third-Party Products to Subscribers, such support is the only obligation iCIMS or its Affiliates shall have with respect to that Third-Party Product, and iCIMS shall have no other obligation or liability relating to any Third-Party Product.
5. **SUBSCRIBER RESPONSIBILITIES.** In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:



**5.1 Use.** Subscriber is solely responsible for any use of the Communication Service by Subscriber or its User, including any message or other communication sent or received, any recruiting, hiring or employment-related process, action or decision, and any Subscriber Data entered into the Communication Service, and shall ensure that any message, communication, process, action or decision does not violate any law or regulation. Without waiving the generality of the foregoing, Subscriber agrees as follows:

(a) Subscriber must comply with all laws and regulations governing communications to or from Message Recipients, including the U.S. CAN-SPAM Act, U.S. Telephone Consumer Protection Act (“TCPA”), Canadian Anti-Spam Legislation, S.C. 2010, c. 23, and any other applicable federal, state, local or foreign laws.

(b) Subscriber shall provide all notices and obtain all consents and approvals required to communicate with a Message Recipient. Subscriber may not use the Communication Service to send unsolicited text messages or other messages (sometimes called “spam”). Subscriber shall ensure that use of the Communication Service does not generate a number of spam-related or other complaints in excess of industry norms, as determined in iCIMS’ good faith judgment. Subscriber and its Users may not import, access or use any contact lists for which all consents and permissions required by law or regulation have not been obtained, and Subscriber is solely responsible for any importation of, access to, or use of such lists.

(c) Subscriber shall not, and shall not permit any User to: (i) use the Communication Service to harvest, collect, gather or assemble information or data regarding any job candidate or other person without his or her consent; (ii) impersonate any other person or entity, or communicate in any deceptive manner; (iii) access or copy any data or information of a job candidate or other person without his or her consent; (iv) knowingly interfere with or disrupt the integrity or performance of the Communication Service or the data contained therein; (v) harass or interfere with another subscriber’s use and enjoyment of the Communication Service; (vi) knowingly interfere in any manner with the operation of the Communication Service, or the hardware and network used to operate the Communication Service; or (vii) send any message that is slanderous, libelous, defamatory, obscene or offensive.

(d) Both during and after the Term, Subscriber shall maintain a list of and comply with any request by a Recipient or any other person or entity not to receive communications from Subscriber (an “Unsubscribe Request”). iCIMS will make a reasonable effort to identify Unsubscribe Requests from text or SMS Message Recipients, block messages by means of the Communication Service from Subscriber to those Message Recipients, and communicate those Unsubscribe Requests periodically to Subscriber; provided nothing in the foregoing shall be deemed to relieve Subscriber from its sole responsibility for complying with all Unsubscribe Requests. Further, Subscriber shall ensure that no commercial messages or communications are delivered in violation of any law or regulation.

**5.2 Compliance Measures.** iCIMS may implement technical or other measures in its discretion to limit or prevent any use of the Communication Service in violation of Subscriber’s responsibilities under this Section 5 as determined in iCIMS’ good faith judgment.

**5.3 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 (i) related to its use of a Third-Party Product with the Subscription, or (ii) for which Subscriber is responsible under this Section 5 (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 5.3 shall survive the expiration or termination of the Agreement.

**5.4 Taxes and Surcharges.** In addition to Subscriber’s responsibilities under the Subscription Agreement, Subscriber is solely responsible for paying all taxes, fees, charges, carrier surcharges, or other similar exactions in any applicable jurisdiction (collectively “Taxes”) imposed on or associated with Subscriber’s use of the Communication Service, exclusive of iCIMS’ income taxes. iCIMS may invoice Taxes as a direct pass-through and/or using an approximation based on volume and information provided by the party(s) imposing the applicable Tax. The fees listed in an Order Form are exclusive of any Taxes, and iCIMS shall have the right to invoice Taxes together with or separately from the other fees payable by Subscriber. If Subscriber is exempt from any such Taxes, iCIMS will exempt Subscriber from such Taxes on a going-forward basis if Subscriber provides iCIMS with a valid exemption certificate, provided such certificate is approved by iCIMS in its sole discretion.

## **6. SUBSCRIBER DATA.**

**6.1 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.

**6.2 Data Access and Storage.** Notwithstanding anything to the contrary in the Subscription Agreement:

(a) The long-term storage and hosting of data with respect to the Communication Service shall be in the United States; and

(b) During the Subscription Period for the Communication Service as set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in the manner provided by the Communication Service. iCIMS is not required to maintain any Subscriber Data after the applicable Subscription Period. iCIMS shall dispose of the Subscriber Data in accordance with the Data Security & Privacy Statement.



**7. WARRANTIES AND LIMITATIONS.** As applicable to the Communication Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Communication Service in accordance with the Documentation and the specific terms set forth in this Communication Addendum, including Section 5 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE COMMUNICATION SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS COMMUNICATION 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 COMMUNICATION SERVICE.

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

**9. GENERAL TERMS.**

**9.1 iCIMS Subsidiaries and Affiliates.** Subscriber acknowledges and agrees that the Communication 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.

**9.2 Documentation and Policy Changes.** Subject to iCIMS' obligations with respect to Documentation and policy changes in the Subscription Agreement, iCIMS may make changes to the Documentation or any policy referenced in this Communication Addendum, or the hyperlink or other means of access to the Documentation or any policy, except that iCIMS may not make changes to the Data Security & Privacy Statement that materially diminish the protections for Subscriber Data set forth in the policy.

**9.3 Counterparts.** This Communication 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 Communication Addendum.