



VIDEO STUDIO SERVICE 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 Video Studio Services (as defined below). Subscriber and iCIMS hereby enter into this Video Studio Service Addendum (the “VSS Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Video Studio Service, as follows:

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

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

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

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

2.3 **“Implementation Service”** means the Implementation Services related to a Video Studio Service identified in an Order Form.

2.4 **“Intellectual Property Right”** means 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.

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

2.6 **“Video Studio Service”** means any iCIMS Video Studio 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 VSS Addendum.

2.7 To the extent the following terms are defined in the Subscription Agreement:

(a) **“Application”** and **“Program”** each mean the Video Studio 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 Service.

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

3.1 **Configuration and Use.** Subscriber is solely responsible for any use of the Video Studio Service by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, and shall ensure that any aforementioned process, action or decision based on the information provided by the Video Studio Service does not violate any applicable law or regulation. Subscriber is solely responsible for and shall ensure that use of, or disclosure of, any Subscriber Data in accordance with this Agreement complies with applicable laws and regulations, including any required notices or consent. Further, Subscriber shall obtain any consent, permission, license, or other Intellectual Property Right that may be required for uploading, importing, or using any Subscriber Data in the Video Studio Service.

3.2 **Third-Party Products.** **“Third-Party Products”** shall mean any products, services, communication channels, or web sites provided by other persons or entities that: (a) Subscriber uses the Video Studio Service with, or (b) iCIMS enables or allows access to the Video Studio Service. 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 any Third-Party Product.

3.3 **Subscriber 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 3.3 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 Video Studio 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 Video Studio Service. iCIMS shall dispose of Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum.



5. **WARRANTIES AND LIMITATIONS** As applicable to the Video Studio Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Video Studio Service in accordance with the Documentation and the specific terms set forth in this VSS Addendum, including Section 3 above. ALL WARRANTY EXCLUSIONS AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE VIDEO STUDIO SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS VSS 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 VIDEO STUDIO SERVICE, AND ANY ACTION OR DECISION MADE RELATED TO USE OF THE VIDEO STUDIO 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 Video Studio Service may be provided directly by iCIMS, or 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.

7.2 **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 VSS Addendum, or the hyperlink or other means of access to the Documentation.

7.3 **Counterparts** This VSS 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 VSS Addendum.