



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

1. **EFFECT OF ADDENDUM.** Solely with respect to any Recruitment Marketing Service identified in an Order Form, this RM Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to any Recruitment Marketing Service, this RM Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this RM Addendum may be updated from time to time as iCIMS develops new recruitment marketing 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 Recruitment Marketing Services.

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

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 RM Addendum in accordance with Section 1 of this RM Addendum.

2.3 **“Candidate”** means (i) 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; or (ii) any person whose information is imported, uploaded, or manually entered by a User for the purposes of building a candidate talent pool.

2.4 **“Documentation”** means any written Recruitment Marketing Service product specifications and training materials provided by iCIMS to Subscriber.

2.5 **“Implementation Service”** means the Implementation Services related to a Recruitment Marketing Service identified in an Order Form.

2.6 **“Recruitment Marketing Service”** means any service or product that an Order Form identifies as being governed by the RM Addendum.

2.7 **“Subscription”** means the specific Recruitment Marketing Service and Implementation Service set forth in an Order Form.

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

(a) **“Application”** and **“Program”** each mean the Recruitment Marketing 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. SUBSCRIPTION AND OTHER PRODUCTS AND SERVICES.

3.1 **Third-Party Products and Services.** Subscriber may use, or iCIMS may enable or allow access to products, services and web sites provided by other persons or entities (each, a **“Third-Party Product”**). Subscriber is solely responsible for entering into and 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 regarding or endorse 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.

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

4.1 **Configuration and Use.** Subscriber is solely responsible for any use of the Recruitment Marketing Services by Subscriber, its Affiliate, or its User, and any Subscriber Data, 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. Subscriber shall not, and shall not permit any User to: (i) use the Recruitment Marketing Service to harvest, collect, gather or assemble information or data regarding any job candidate or other person without his or her consent; or (ii) access or copy any data or information of a job candidate or other person without his or her consent. Subject to iCIMS’ compliance with Section 5 of this RM Addendum, Subscriber is solely responsible for and shall ensure that use or disclosure of any Subscriber Data in accordance with this Subscription Agreement complies with applicable laws and regulations, including any required notices or consents. Subscriber agrees that it will not use the Recruitment Marketing Service to collect, process, or store bank account information, credit or debit card information, personal information pertaining to children under thirteen (13) years of age, or health or medical information.

4.2 **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: (i) related to its use of a Third-Party Product with the Subscription, or (ii) for which Subscriber is responsible under this Section 4 (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 4.2 shall survive the expiration or termination of the Agreement.

5. **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 Recruitment Marketing Service shall be in the United States. 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 Recruitment Marketing Service. iCIMS is not required to maintain any Subscriber Data after the applicable Subscription Period. iCIMS shall dispose of Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum.

**6. WARRANTIES AND LIMITATIONS.** As applicable to the iCIMS Recruitment Marketing Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Recruitment Marketing Service in accordance with the applicable product Documentation and the specific terms set forth in this RM Addendum, including Section 4 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE RECRUITMENT MARKETING SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS RM 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 RECRUITMENT MARKETING 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 Recruitment Marketing 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.

**8.2 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 referenced in this RM Addendum, or the hyperlink or other means of access to the Documentation.

**8.3 Counterparts.** This RM 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 RM Addendum.