



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

1. **EFFECT OF INSIGHTS ADDENDUM.** Solely with respect to the Insights Service identified in an Order Form, this Insights Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Insights Services, this Insights Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this Insights Addendum may be updated from time to time as iCIMS develops new products and/or services, including those that may use artificial intelligence or machine learning as part of Insights, and that any new terms and/or conditions that relate to such new products and/or services shall be applicable to Subscriber, to the extent Subscriber purchases new Insights Services.
2. **DEFINITIONS.** The capitalized terms defined in the Subscription Agreement shall have the same meanings in this Insights Addendum, except as set forth expressly in this Insights Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Insights 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 Insights Addendum in accordance with Section 1 of this Insights Addendum.
  - 2.3 “Documentation” means any written Insights Service specifications provided by iCIMS to Subscriber.
  - 2.4 “Insights Service” means any Insights 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 Insights Addendum.
  - 2.5 “User” means Subscriber’s or its Affiliate’s employee, contractor or agent authorized by Subscriber to use any Insights Service.
3. **SUBSCRIBER RESPONSIBILITIES.** In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:
  - 3.1 **Subscription.** Subject to the terms and conditions set forth in this Insights Addendum, Subscriber may use the Insights Services solely for Subscriber’s and its Affiliate’s own pre-employment and employment purposes, and use the Documentation solely to support use of the Insights Service under the Agreement.
  - 3.2 **Appropriate Use.** Subscriber acknowledges and agrees that:
    - (a) any data, information, output, recommendation, suggestion, explanation, or analysis provided by the Insights Service is for informational purposes only. Subscriber is solely responsible for any use of the Insights 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;
    - (b) Subscriber shall not except as otherwise expressly permitted:
      - (i) remove any copyright, proprietary rights, or restrictive legends, or bypass or disable any protections that have been put in place against unauthorized use of the Insights Service and/or third party data;
      - (j) modify, reverse engineer, decompile, adapt, restructure, rearrange, reorganize, recompile, reformat, create derivative works of, change, or add to any data or outputs of the Insight Service or in any way attempt to reconstruct or discover any source code or algorithms of the Insights Service, or any portion thereof, by any means whatsoever;
      - (ii) remove iCIMS’, its Affiliate’s, or licensor’s legends and notices on any and all permitted copies, adaptations, and rearrangements of the Insights Service (or part thereof);
      - (iii) provide, or otherwise make available, the Insights Service to any third party;

- (iv) engage in any use, including copying, modification, redistribution, publication, display, sale, resale, performance or retransmission, of any portions of the Insights Service, in any form or medium, other than as expressly permitted by this Insights Addendum, without the prior written consent of iCIMS, which consent iCIMS may grant or refuse in its sole and absolute discretion.

- 3.3 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 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. WARRANTIES AND LIMITATIONS.** THE INSIGHTS SERVICE AND REPORTS ARE PROVIDED ON AN AS-IS BASIS. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE INSIGHTS SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS INSIGHTS 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 INSIGHTS SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO ITS USE OF THE INSIGHTS SERVICE.
- 5. INTELLECTUAL PROPERTY RIGHTS.** iCIMS retains ownership of and reserves all Intellectual Property Rights in or related to the Insights Service, Documentation, and Reports (as defined below) (collectively, “**iCIMS IP**”). iCIMS does not convey to Subscriber or its Affiliate or User any Intellectual Property Right in any iCIMS IP except for: (i) the non-exclusive right to use the Insight Service during the Subscription Period as set forth in this Insights Addendum, and (ii) the non-exclusive, non-sublicensable, perpetual, worldwide right to use the Reports, provided that such use is for Subscriber’s and its Affiliate’s own pre-employment and employment purposes only and subject to the terms and conditions set forth in this Insights Addendum.. For clarity, the Insights Service, and all outcomes, reports, or outputs derived from the Insights Service (collectively, the “**Reports**”) shall not be deemed a “deliverable” under the Subscription Agreement, regardless of the form or manner in which such Reports are requested, obtained, or provided. This Section shall survive termination of the Subscription Agreement.
- 6. CONFIDENTIAL INFORMATION.** The Documentation, any specifications regarding the Insights Service, and any templates, samples, or other iCIMS-provided content relating to the Insights Service are deemed part of the Confidential Information of iCIMS as defined in the Agreement. Notwithstanding anything to the contrary in Section 5 herein or the Subscription Agreement, Subscriber’s obligations regarding the protection of Confidential Information shall survive termination of the Subscription Agreement.
- 7. GENERAL TERMS.**
- 7.1 iCIMS Subsidiaries and Affiliates.** Subscriber acknowledges and agrees that the Insights 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 and Policy Changes.** Subject to iCIMS’ obligations with respect to Documentation in the Subscription Agreement, iCIMS may make changes to the Documentation referenced in this Insights Addendum, or the hyperlink or other means of access to the Documentation.
- 7.3 Counterparts.** This Insights 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 Insights Addendum.