



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

1. EFFECT OF TEST BUILDER ADDENDUM. Solely with respect to the Test Builder Service identified in an Order Form, this Test Builder Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Test Builder Service, this Test Builder Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this Test Builder Addendum may be updated from time to time as iCIMS develops new Test Builder-oriented products 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 Test Builder Services.

2. DEFINITIONS. The capitalized terms defined in the Subscription Agreement shall have the same meanings in this Test Builder Addendum, except as set forth expressly in this Test Builder Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Test Builder 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 Test Builder Addendum in accordance with Section 1 of this Test Builder Addendum.

2.3 “Documentation” means any written Test Builder Service product functionality descriptions and release notes that may be accessed at <https://care.icims.com/s/>.

2.4 “Implementation Service” means the Implementation Services related to the Test Builder Service identified in an Order Form.

2.5 “Subscription” means the specific Test Builder Service and any Implementation Service set forth in an Order Form.

2.6 “Test Builder Service” means any iCIMS Test Builder 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 Test Builder Addendum.

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

(a) “Application” and “Program” each mean the Test Builder 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. SUBSCRIBER RESPONSIBILITIES. In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:

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 and shall not have any obligation or liability relating to any Third-Party Product.

3.2 Configuration and Use.

(a) Notwithstanding anything to the contrary in any iCIMS Content or Documentation, Subscriber may use the Test Builder Service solely for Subscriber’s and its Affiliate’s own pre-employment and employment purposes. Subscriber is solely responsible for any use of the Test Builder 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 Test Builder Services does not violate any applicable law or regulation.

(b) Subscriber agrees that it will not use the Test Builder Services to (i) harvest, collect, gather or assemble information or data regarding any job candidate or other person without his or her consent, or (ii) collect, process, or store bank account information, credit or debit card information, personal information pertaining to minors, health or medical information, or to create or store any educational records.

(c) 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 Test Builder Service.

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 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 Test Builder Service will be in the United States or the European Union. During the Subscription Period set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in the manner provided pursuant to the Documentation for the Test Builder Service.

5. WARRANTIES AND LIMITATIONS. As applicable to the Test Builder Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Test Builder Service in accordance with the Documentation and the specific terms set forth in this Test Builder Addendum, including Section



3 above. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT ANY OUTPUT, RECOMMENDATION, SUGGESTION, EXPLANATION, OR ANALYSIS, INCLUDING VIA ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING, PROVIDED BY THE TEST BUILDER SERVICE IS FOR INFORMATIONAL PURPOSES ONLY. ALL WARRANTY EXCLUSIONS AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE TEST BUILDER SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS TEST BUILDER 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 TEST BUILDER SERVICE, AND ANY ACTION OR DECISION MADE RELATED TO USE OF THE TEST BUILDER 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 Test Builder 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 Test Builder Addendum, or the hyperlink or other means of access to the Documentation.

7.3 **Counterparts** This Test Builder 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 Test Builder Addendum.