



ICIMS ADVANCED ANALYTICS 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 Advanced Analytics Services (as defined below). Subscriber and iCIMS hereby enter into this iCIMS Advanced Analytics Addendum (the “Advanced Analytics Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Advanced Analytics Services applicable products found on an executed Order Form, as follows:

1. EFFECT OF ADVANCED ANALYTICS ADDENDUM. Solely with respect to the Advanced Analytics Service identified in an Order Form, this Advanced Analytics Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to the Advanced Analytics Service listed on an Order Form, this Advanced Analytics Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this Advanced Analytics Addendum may be updated from time to time as iCIMS develops new advanced analytics oriented products and/or features, and that any new terms and/or conditions that relate to such new products or services shall be applicable to Subscriber, to the extent Subscriber purchases such new Advanced Analytics Services.

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

2.1. “Advanced Analytics Service” means any product or service that an Order Form identifies as being governed by the Advanced Analytics Addendum.

2.2. “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.

2.3. “Agreement” means the Subscription Agreement as modified by this Advanced Analytics Addendum in accordance with Section 1 of this Advanced Analytics Addendum.

2.4. “Documentation” means the Advanced Analytics Service functionality descriptions, service specifications, and release notes provided by iCIMS to Subscriber.

2.5. “Implementation Service” means the Implementation Services related to an Advanced Analytics Service identified in an Order Form.

2.6. “Subscription” means the specific Advanced Analytics Service, or Implementation Service, set forth in an Order Form.

2.7. “User” means Subscriber’s employee, contractor or agent authorized by Subscriber to use the Advanced Analytics Service.

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

(a) **“Application”** and **“Program”** each mean the Advanced Analytics 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. Use. Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis provided by the Advanced Analytics Service is for informational purposes only. Subscriber is solely responsible for any use of the Advanced Analytics 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. Subscriber is solely responsible for, and shall ensure that use or disclosure of, any Subscriber Data in accordance with the Agreement complies with applicable laws and regulations, including any required notices or consents.

3.2. 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 3.2 shall survive the expiration or termination of the Agreement.

4. WARRANTIES AND LIMITATIONS. AS APPLICABLE TO THE ADVANCED ANALYTICS SERVICE, ANY WARRANTY PROVIDED BY ICIMS UNDER THE SUBSCRIPTION AGREEMENT SHALL BE LIMITED TO USE OF THE ADVANCED ANALYTICS SERVICE IN ACCORDANCE WITH THE DOCUMENTATION AND THE SPECIFIC TERMS SET FORTH IN THIS ADVANCED ANALYTICS ADDENDUM, INCLUDING SECTION 3 ABOVE. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE ADVANCED ANALYTICS SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS ADVANCED ANALYTICS 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 ADVANCED ANALYTICS SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO SUBSCRIBER’S USE OF THE ADVANCED ANALYTICS SERVICE. ICIMS’ SOLE LIABILITY AND OBLIGATION FOR BREACH OF WARRANTY WILL BE TO USE COMMERCIALY REASONABLE



EFFORTS TO PROMPTLY REPAIR OR REPLACE THE ADVANCED ANALYTICS SERVICE TO CORRECT THE BREACH, AND THE SOLE REMEDY OF SUBSCRIBER IS THAT IT MAY TERMINATE THE ADVANCED ANALYTICS SERVICE UPON WRITTEN NOTICE AND RECEIVE A REFUND OF ANY PRE-PAID BUT UNUSED AMOUNTS IF THE BREACH EXTENDS FOR SIXTY (60) CONSECUTIVE DAYS OR FOR ANY ONE-HUNDRED AND TWENTY (120) DAYS IN ANY THREE-HUNDRED AND SIXTY (360) DAY PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SUBSCRIPTION AGREEMENT, ICIMS OR ITS CONTRACTORS MAY MAKE CHANGES TO THE ADVANCED ANALYTICS SERVICE FROM TIME TO TIME (INCLUDING THE DEPRECIATION OR DISCONTINUATION OF THE ADVANCED ANALYTICS SERVICE), OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR LIABILITY OF ICIMS. IN THE EVENT OF A MATERIAL DEPRECIATION OR DISCONTINUATION OF THE ADVANCED ANALYTICS SERVICE, THE SOLE REMEDY OF SUBSCRIBER IS THAT SUBSCRIBER MAY TERMINATE THE ADVANCED ANALYTICS SERVICE ONLY, UPON WRITTEN NOTICE, AND RECEIVE A REFUND OF ANY PRE-PAID BUT UNUSED AMOUNTS, AND ICIMS' SOLE LIABILITY SHALL BE TO PROVIDE A REFUND TO SUBSCRIBER OF ANY PREPAID BUT UNUSED FEES FOR THE ADVANCED ANALYTICS SERVICE FROM THE DATE OF SUCH TERMINATION.

5. ANALYTICS. Notwithstanding anything to the contrary in the Subscription Agreement, iCIMS and its contractors, may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate (collectively, "**Analytics**"). iCIMS and its contractors shall maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own to distinguish or trace the identity of a Subscriber or its Affiliate, User, or Candidate.

6. DATA ACCESS AND STORAGE. Notwithstanding anything to the contrary in the Agreement:

(a) The long-term storage and hosting of data with respect to the Advanced Analytics Service, shall be in the United States or the European Union;

(b) During the Subscription Period for the Advanced Analytics Service as set forth in an applicable Order Form, Subscriber may access and download the Subscriber Data in the manner enabled by the Advanced Analytics Service or Documentation.

7. SUPPORT & MAINTENANCE. Notwithstanding anything to the contrary in the Agreement or the Support & Maintenance Policy, Subscriber acknowledges and agrees that with respect to the Advanced Analytics Service only, the "Uptime Percentage" shall be 99.5%.

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 Advanced Analytics Service may be provided directly by iCIMS, or on behalf of iCIMS by iCIMS' subsidiary or affiliate, or by an iCIMS contractor, 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. iCIMS may make changes to the Documentation or any policy referenced in this Advanced Analytics Addendum, or the hyperlink or other means of access to the Documentation.

9.3. Counterparts. This Advanced Analytics 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 Advanced Analytics Addendum.