



## ADVISOR PROGRAM ADDENDUM TO THE MASTER PARTNER AGREEMENT

PLEASE READ THIS ADVISOR PROGRAM ADDENDUM TO THE MASTER PARTNER AGREEMENT CAREFULLY. BY SIGNING A PARTNER ELECTION FORM SELECTING THIS ADVISOR PROGRAM ADDENDUM, OR USING THE PRODUCTS OR SERVICES DESCRIBED IN THIS ADVISOR PROGRAM ADDENDUM, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS ADVISOR PROGRAM ADDENDUM.

iCIMS, Inc. (“iCIMS”) and the partner organization (“**Partner**”) set forth on the applicable Partner Election Form (“**Partner Election Form**”) (each a “**Party**” and collectively the “**Parties**”) entered into a Master Partner Agreement, including all Partner Election Forms, policies and exhibits incorporated therein by reference between the parties for the Term.

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties enter into this Advisor Program Addendum to the Master Partner Agreement effective as of the last date of signature on the Partner Election Form (“Effective Date”). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Master Partner Agreement.

### 1. DEFINITIONS

- 1.1. “**Advisor**” shall mean the Partner organization that provides the Services contemplated herein and is responsible for the obligations herein relating to the selection and Certification of Certified Individuals for the Advisor organization.
- 1.2. “**Certification**” shall mean the official designation provided by iCIMS to a successful certification candidate, upon meeting the requirements of an applicable Certification Program.
- 1.3. “**Certification Benefits and Requirements**” shall mean the benefits and requirements of membership in the Advisor program, available at [www.icims.com/partner/gc/](https://www.icims.com/partner/gc/), which is incorporated into this Advisor Program Addendum by reference.
- 1.4. “**Certification Program**” shall mean the program platform, software, educational content, assessments, and other iCIMS Materials required to enable an Advisor to achieve a Certification.
- 1.5. “**Certified Individual**” shall mean the individual employee, agent, or contractor that is engaged by an Advisor pursuant to a written agreement that obtains a Certification.
- 1.6. “**User**” shall mean any authorized employee or independent contractor that Advisor enables to have access to the iCIMS Partner Portal or Certification Learning Management System (LMS). A User may be a Certified Individual.

### 2. ADVISOR RESPONSIBILITIES

- 2.1. **Services.** Advisor may perform the following services (the “Services”): (i) assist Subscribers with the Subscription under a separate agreement between Advisor and Subscriber, consistent with the terms hereof. iCIMS shall not be a party to that agreement, and no obligations shall be imposed upon iCIMS resulting from the agreement between Subscriber and Advisor; and (ii) at its own election, assist with the promotion and/or marketing of Subscription to Subscribers. In the event Advisor’s promotion and/or marketing efforts result in a new sale of the Subscription, Advisor shall not be eligible for any referral payment unless Advisor has executed the iCIMS Partner Referral Addendum, prior to the submission of the referral.
- 2.2. **Certification.** Advisor shall obtain at least one (1) current and valid Certification for a Certified Individual and shall maintain at least one (1) certification(s) at all times throughout the Term. Certification benefits and requirements are available at <https://www.icims.com/partner/gc/>, and may be updated from time to time at iCIMS’ discretion. The Certification Program shall be managed through iCIMS’ LMS, which shall require acceptance of the LMS terms of use prior to access. Advisor may elect to have multiple Certifications at its discretion. In the event Advisor has only one (1) Certified Individual, and that Certified Individual’s employment or consulting arrangement is terminated, Advisor must obtain

another Certification within thirty (30) days of that termination in order to maintain its status as an Advisor. If Advisor fails to get a new Certification within the proscribed thirty (30) days, iCIMS reserves the right to remove Partner Materials and Advisor's listing from iCIMS Marketplace (which may be accessed at <https://marketplace.icims.com/>) until such time as a new Certification is obtained. Advisor acknowledges that each Certification is granted on a limited, revocable basis, and that iCIMS reserves the right to revoke a Certification at any time upon discovering a material breach of the Agreement by Advisor, any of its affiliates, or their respective employees, consultants, or agents. Advisor must promptly alert iCIMS as to changes in employment or agency status relating to Certified Individuals.

**2.3. Fees.** Advisor shall be responsible for the payment of fees (as defined in the Certification Benefits and Requirements, which are available at <https://www.icims.com/partner/gc/>), pursuant to the terms below:

**2.3.1. Program Fees.** Advisor shall pay an annual fee to enable access to the Advisor program (the "Program Fee") within thirty (30) days of the receipt of an invoice from iCIMS. Advisor Program Fees may be found at <https://www.icims.com/partner/gc/>.

Failure to timely pay the Advisor Program Fees shall result in the removal of Advisor from iCIMS UNIFI, and the revocation of all other benefits of the Certification Program. Advisor Program Fees are non-refundable.

**2.3.2. Certification Fees.** Advisors shall pay a fee for individual Certification exams as required for each individual Certification (the "Certification fee"), within thirty (30) days of the receipt of an invoice from iCIMS. Certification Fees may be updated from time to time at iCIMS' sole discretion. Certification Fees may be found at <https://www.icims.com/partner/gc/>.

Failure to timely pay the Certification Fees shall result in the removal of Advisor from iCIMS UNIFI, and the revocation of all other benefits of the Certification Program. Certification Fees are non-refundable.

**2.3.3. Taxes.** Advisor shall be solely responsible for paying any sales, value-added, business use or other similar taxes relating to the Certification Program or Certification under this Agreement, or any other product or

service provided by iCIMS, exclusive of iCIMS' income taxes. The fees listed in an order form or invoice are exclusive of taxes, and iCIMS shall have the right to invoice taxes together with or separately from the fees payable by Advisor.

**2.4. Integrations.** In the event Advisor wishes to develop technology that would enable the Partner Offerings to interact with a Subscription and appear in iCIMS UNIFI (an "Integration"), Advisor must select the Developer Addendum on a Partner Election Form, and execute and abide by the terms of the Developer Addendum.

### **3. ICIMS RESPONSIBILITIES**

**3.1. iCIMS MARKETPLACE.** Upon Advisor obtaining a valid Certification, iCIMS shall list Advisor in the iCIMS Marketplace in the appropriate services category. iCIMS reserves the right to independently verify an Advisor's work product prior to listing in iCIMS Marketplace.

**3.2. LMS Platform.** iCIMS will provide the LMS platform to all Advisors that have paid the Program Fee. iCIMS may alter, amend, or discontinue access to the LMS platform or the Certification Program at any time at iCIMS' sole discretion.

**3.3. Referrals.** iCIMS reserves the right to make referrals of particular Advisors to its Subscribers upon Subscriber's request. Advisors may be recommended based on Subscriber's desired characteristics (e.g. geographic location, certification status, etc.). iCIMS shall have no obligations or responsibility to either Advisor or Subscriber with respect to any such referrals.

**3.4. Benefits.** iCIMS may provide other benefits as determined by iCIMS in its sole discretion and reserves the right to replace or remove any benefits at any time, with or without notice. Certain benefits may require the execution of additional terms and conditions. If Advisor entered into a Master Partner or Master Developer Agreement prior to July 1, 2019 and has accrued Market Development Funds (MDFs), Advisor will have until June 30, 2020 to use its accrued MDFs, at which point they will expire.

**3.5. iCIMS Systems.** iCIMS may provide Advisor with non-exclusive, non-transferable access to a sandbox or test environment (each an "iCIMS System") solely for the purposes of training on the iCIMS Subscription. iCIMS or its licensors own all right, title, and interest to the iCIMS Systems, iCIMS Marketplace, iCIMS Web Services, iCIMS Materials, Documentation, and any and all other property provided by iCIMS in connection with this Agreement. Subject to the terms and



conditions contained in this Agreement, during the Term, iCIMS hereby grants to Advisor, and Advisor hereby accepts, a limited, non-exclusive, non-transferable, worldwide right to use the iCIMS Systems solely to perform its obligations under this Agreement. Advisor acknowledges that this Agreement does not convey to Advisor any right, license, title, or interest in or to any iCIMS System.

**3.6. Acceptable Use.** When using any iCIMS System, Advisor shall abide by the Acceptable Use Policy available at <https://www.icims.com/partner/gc/>, which is incorporated into this Addendum by reference.

**3.7. Data.** iCIMS shall only maintain a Certified Individual's account information until such time as all valid and current Certifications expire without renewal. Upon expiration without renewal of a Certified Individual's latest Certification, iCIMS shall delete all account information in accordance with iCIMS' data security practices.

#### **4. INDEMNIFICATION**

**4.1. Advisor Indemnification.** In addition to its indemnification obligations under the Master Partner Agreement, Advisor agrees to defend iCIMS, its affiliates, and their respective licensors, directors, officers, employees, and agents (each an "iCIMS Indemnitee") from and against any third-party claim, demand, lawsuit or legal action arising out of any violation of Advisor's obligations in this Advisor Program Addendum, or any violation of any separate

agreement between Advisor and Subscriber, and indemnify each iCIMS Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with any such indemnified claim.

#### **5. TERM AND TERMINATION**

**5.1. Effect of Termination.** The termination of this Advisor Program Addendum shall not affect the termination of the Master Partner Agreement, or any other addendum, unless such termination notice explicitly terminates the Agreement and/or other addendum. Upon expiration or termination of this Advisor Program Addendum, all rights granted to either Party hereunder immediately shall cease.

**5.2. Use of iCIMS Materials.** Immediately upon termination of the Agreement and/or this Advisor Program Addendum, Advisor shall, shall promptly refrain, and ensure that all Certified Individuals promptly refrain, from using any iCIMS Materials as may be required to comply with its obligations in this Advisor Program Addendum, and take all appropriate steps to remove and cancel its listing in websites, directories, public records or elsewhere, which state or indicate that it is an authorized Advisor of iCIMS.

**5.3. Survival of Provisions.** The Parties acknowledge and agree that, Section 4 (Indemnification), and Section 5 (Termination) shall survive termination of this Advisor Addendum.