

**SKILLSURVEY, INC.
SUBSCRIPTION AGREEMENT**

PLEASE READ THIS SUBSCRIPTION AGREEMENT CAREFULLY. BY SIGNING AN ORDER FORM REFERENCING THIS SUBSCRIPTION AGREEMENT, CLICKING ON THE “I AGREE” BUTTON, OR USING PRODUCTS OR SERVICES DESCRIBED IN THE SUBSCRIPTION AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS SUBSCRIPTION AGREEMENT.

SkillSurvey, Inc. (“SkillSurvey”) and the subscriber (“Subscriber”) identified in the applicable Order Form (as defined below) enter into and agree to be bound by this Subscription Agreement (the “Agreement”). Each of SkillSurvey and Subscriber are a “Party” and collectively, are the “Parties”.

1. **Scope.** Subject to the terms and conditions set forth in this Agreement, Subscriber may use the SkillSurvey-hosted software components set forth in an Order Form (the “Subscription”) solely for Subscriber’s and its Affiliate’s own pre-employment and employment purposes, and use the SkillSurvey Materials (as defined below) and Documentation (as defined below) solely to support use of the Subscription under this Agreement. Subscriber may allow its Affiliates (as defined below) and Users (as defined below) to use the Subscription, Documentation, and SkillSurvey Materials subject to the same terms and conditions of this Agreement as are applicable to use by Subscriber. Subscriber shall remain fully responsible and liable for the acts and omissions of its Affiliates and Users. SkillSurvey shall provide training and support for the Subscription as set forth in the Order Form. As used in this Agreement, an “Order Form” means an order form signed by Subscriber and SkillSurvey and expressly designated as an Order Form, including the first Order Form and any renewal or other Order Form; “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; “SkillSurvey Materials” means the forms, content samples, and other support and informational materials provided by SkillSurvey for use in connection with the Subscription, as may be modified from time to time by SkillSurvey, excluding any Documentation (as defined below); and “User” means Subscriber’s or its Affiliate’s employee, contractor or agent authorized by Subscriber or its Affiliate to use the Subscription.
2. **Third-Party Products and Services.** Subscriber may use, or SkillSurvey 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. SkillSurvey does not make any representation regarding any Third-Party Product. SkillSurvey shall have no obligation or liability relating to any Third-Party Product. Except as expressly set forth in an addendum to this Agreement, SkillSurvey’s sole responsibility for any integration or other link or connection to a Third-Party Product identified in an Order Form is to make the Subscription available to receive and send data between the Subscription and the Third-Party Product in accordance with the Documentation, subject to the usage and other limitations set forth in an Order Form, the Documentation, or an addendum to this Agreement. As used herein, “Documentation” means any written product specifications and training materials provided by SkillSurvey to Subscriber.
3. **Subscriber Site Set Up.** The Subscription is distributed and hosted electronically over the Internet through a password-protected web page. Upon execution of an Order Form, SkillSurvey will deliver Subscription activation password key(s) to the Subscriber.
4. **Changes to the Subscription.** SkillSurvey may, at its sole discretion, modify and/or update the Subscription from time to time and make such modifications generally available to all subscribers at no additional cost. SkillSurvey may also, from time to time, make available additional features, modules, and/or functionalities to the Subscription at an additional cost, which may be purchased under a new Order Form.
5. **Data.**
 - a. **Use and Disclosure.** SkillSurvey and its Affiliates may use electronic data and files entered, imported, uploaded or transferred into the Subscription by Subscriber, its Affiliates, a Candidate (as defined below), a Survey Recipient (as defined below), or a User (collectively, “Subscriber Data”) only for the purpose of providing the Subscription and related services under this Agreement or as otherwise set forth in this Agreement. Subscriber Data does not include any SkillSurvey Materials. As used in this Agreement, “Survey Recipient” means any person who, by means of the Subscription, receives a message from Subscriber or sends a message to Subscriber (whether such messages are by text or other form). SkillSurvey may disclose Subscriber Data to its contractor under a written agreement requiring the contractor to use and disclose the Subscriber Data only for the purposes permitted under this Agreement. SkillSurvey also may disclose Subscriber Data to Subscriber’s and its Affiliate’s contractors, and other third parties for purposes of providing the Subscription or as otherwise directed or permitted by Subscriber or its Affiliate or User. Subscriber Data shall be deemed to be Confidential Information (as defined below). Notwithstanding anything to the contrary in this Agreement:
 - (i) SkillSurvey may use and disclose Subscriber Data as reasonably necessary to comply with applicable laws and regulations, cooperate with law enforcement agencies, or attempt to prevent or respond to illegal conduct, fraud, abuse, or a threat to the security or integrity of systems or data including the Subscription or Subscriber Data.
 - (ii) SkillSurvey or its Affiliates may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis for the purposes of providing the Subscription and for its internal business purposes (collectively, “Analytics”).
 - (iii) Nothing in this Agreement prohibits SkillSurvey from using Subscriber Data or the same or similar information that: (i) is or becomes publicly available except through violation of this Agreement by SkillSurvey; (ii) is or was received by SkillSurvey from a third party that to SkillSurvey’s reasonable knowledge is not under a confidentiality obligation with respect to the Subscriber Data; or (iii) is or was previously known to or independently developed by SkillSurvey without use of the Subscriber Data.

6. **Payment.** Payments for the Subscription are due in accordance with the payment terms set forth in the Order Form. SkillSurvey reserves the right to charge interest at the lower of 1.5% per month or the highest rate permitted by law on any payment not received when due, and SkillSurvey may suspend the Subscription if Subscriber's payment of fees is ten (10) or more business days delinquent. Additionally, SkillSurvey is entitled to recover any reasonable sums expended in connection with the collection of sums not paid when due, including reasonable attorneys' fees. Subscriber shall pay all sales, value-added, business use or other similar taxes, third-party fees, charges, or surcharges, relating to, imposed on, or associated with Subscriber's use of the Subscription or any other product or service provided by SkillSurvey (exclusive of taxes based on the net income of SkillSurvey and collectively, "**Taxes**"). The fees listed in an Order Form are exclusive of Taxes, and SkillSurvey shall have the right to invoice Taxes together with or separately from the fees payable by Subscriber. Any terms or conditions in any purchase order or other document issued by Subscriber are void and of no force or effect as between Subscriber and iCIMS. Issuance of a purchase order or other document is not a condition of Subscriber's payment obligations.

7. **Term and Termination.**

a. **Term.** This Agreement commences on the Effective Date and shall continue until the End Date, in both cases as stipulated in the Order Form, unless a renewal period is indicated in the Order Form in which case this Agreement shall renew in accordance therewith.

b. **Termination.** Each Party may terminate any Order(s) and/or this Agreement by written notice to the other party if the other Party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receiving written notice from the terminating Party stating its intent to terminate and describing the breach with reasonable particularity. Nonpayment by Subscriber of any amount within thirty (30) days of the due date constitutes material breach.

c. **Effect of Termination.** Upon termination or expiration of this Agreement, all rights and licenses granted by a Party under the Agreement immediately terminate, and Subscriber and its Affiliates and Users shall immediately cease use of the Subscription, Documentation, and SkillSurvey Materials. Termination by SkillSurvey for material breach will not relieve Subscriber of its obligation to pay all fees that would have otherwise been due had the Agreement not been terminated for breach, and all such fees shall become immediately due. Termination by either Party will not relieve Subscriber of any obligation to pay fees due for periods prior to termination. Notwithstanding this Section 7.c., SkillSurvey may continue to use the Subscriber IP and Subscriber Marks (as such terms are defined below) to satisfy its post-termination or expiration obligations or as otherwise set forth in this Agreement or the Data Processing Addendum.

d. **Surviving Provisions.** The following provisions will survive the expiration or termination of this Agreement: (i) any payment provisions set forth in the Order Form (as to amounts due and owing as of the Agreement's expiration or termination date), and (ii) Sections 6, 7.c, 8, 9, 11, 12, 13, and the provisions of Section 14 that by their terms naturally survive shall survive any termination or expiration of this Agreement, along with any provisions of this Agreement concerning ownership rights.

8. **Intellectual Property.**

a. **SkillSurvey IP Ownership.** As used in this Agreement, "**Intellectual Property Right**" means any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule, or regulation. SkillSurvey retains ownership of and reserves all Intellectual Property Rights in or related to the Subscription, SkillSurvey Materials or Analytics (collectively, "**SkillSurvey IP**"). SkillSurvey does not convey to Subscriber or its Affiliate or User any Intellectual Property Right in any SkillSurvey IP except for the non-exclusive right to use the Subscription and SkillSurvey Materials as set forth in this Agreement. Subscriber agrees further that SkillSurvey is free to use and incorporate into SkillSurvey IP any comment, feedback, review or other input provided by Subscriber or its Affiliate or User, and that such use or incorporation does not create or give rise to any Intellectual Property Right of Subscriber or its Affiliate or User in SkillSurvey IP.

b. **Subscriber IP Ownership.** Subscriber retains ownership of and reserves all Intellectual Property Rights in or related to the Subscriber Data or any other materials, communications or content that Subscriber or its Affiliate or User supplies for use in connection with the Subscription (collectively, "**Subscriber IP**"). Subscriber does not convey to SkillSurvey any Intellectual Property Right in any Subscriber IP, except as set forth in this Agreement.

c. **Subscriber IP License.** Subscriber grants SkillSurvey a non-exclusive, non-sublicensable right during the Subscription Period (as set forth in an Order Form) to use, copy, create derivative works of and display the Subscriber IP to perform its obligations under or as otherwise set forth in this Agreement.

d. **Subscriber Marks.** Subscriber grants SkillSurvey a non-exclusive, non-sublicensable right, during the Subscription Period, to use any Subscriber trademark, service mark or tradename contained in the Subscriber IP or designated by Subscriber for use in the Subscription (the "**Subscriber Marks**"), to perform under this Agreement, and to identify Subscriber in SkillSurvey's customer lists and other marketing and promotional materials and communications referencing Subscriber as a customer of SkillSurvey. SkillSurvey shall comply with Subscriber's written guidelines for trademark usage provided reasonably in advance.

9. **Subscriber Responsibilities.**

a. **Configuration & Use.** Subscriber will use the Subscription in strict compliance with all applicable laws including without limitation, federal and state equal employment opportunity laws and regulations. Subscriber shall use the Subscription for Subscriber's exclusive use only, for analysis, employment, selection, or development purposes only, and only in accordance with applicable laws. A report should not be disclosed to the Candidate, except as may be required by law. Subscriber will not resell the information provided by the Subscription to any other entity without the express written permission of an authorized officer of SkillSurvey. Subscriber will base employment decisions and employee and organizational development and process improvement decisions or actions on Subscriber's lawful policies and procedures. Subscriber understands that any report generated through the Subscription is not an assessment of any Candidate, and further understands that SkillSurvey is not assembling or evaluating information about any Candidate, and is not providing any opinions regarding information contained in any report generated through the Subscription.

- b. Any use of the Subscription by Subscriber, its Affiliates, Users, Candidates and/or Survey Recipients shall be within the United States only.
- c. **Messaging.** Subscriber assumes responsibility for all communications carried out and facilitated by Subscriber, Candidates, Survey Recipients, and Users using the Subscription, and understands that SkillSurvey will in no way edit, view or facilitate such communication. Subscriber represents and warrants that, prior to using the Subscription in connection with a Candidate's Survey Recipients, Subscriber will obtain, in writing, a Candidate's (i) consent to disclose their data and data relating to the Candidate's Survey Recipients to SkillSurvey, (ii) consent for SkillSurvey to use such data to provide the Subscription, including where applicable, a Candidate's consent to receive automated text messages through SkillSurvey and a Candidate's confirmation of consent by the Candidate's Survey Recipients to receive automated text messages through SkillSurvey, and (iii) general release for the benefit of the SkillSurvey Indemnitees (as defined below) relating to the Candidate's use of the Subscription and related communications. Subscriber will keep reasonably-detailed records relating to such consents and release, and will provide a copy of the same to SkillSurvey upon request. As used in this Agreement, "**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 other information to evaluate their readiness or suitability for future jobs; or (ii) any person whose information is imported, uploaded, or manually entered by a User for the purposes of building a candidate talent pool or completing a Candidate's job application process.
- d. **Post Hire (if applicable).** In the event the Subscription covered under this Agreement includes SkillSurvey Post-Hire, Subscriber will use the Subscription for Subscriber's exclusive use only and for organizational development and process improvement, including recruiting and retention purposes only, and only in accordance with applicable laws.
- e. **Consumer Reporting Agencies (if applicable).** If Subscriber is a consumer reporting agency ("**CRA**") as defined by the federal Fair Credit Reporting Act ("**FCRA**"), Subscriber represents and warrants that it (a) will comply with all obligations imposed upon a CRA by the FCRA and/or similar state and local laws, rules, codes, statutes and regulations (including, but not limited to, making all legally required disclosures to, and obtaining written authorization from, Candidates for employment with Subscriber or Candidates for employment with Subscriber's customer when Subscriber is performing candidate referral and placement services for the customer), (b) will not identify SkillSurvey as a consumer reporting agency since the Subscription is merely a conduit for information provided directly by the job Candidate's Survey Recipient(s) to Subscriber and the SkillSurvey is not assembling or evaluating any information about the Candidate or providing Subscriber with any consumer report (as defined in the FCRA) about the Candidate(s), and (c) will not direct any Candidate to SkillSurvey for a copy of or inquiries about any information in SkillSurvey's data systems relating to the Candidate.
- f. **Staffing Agencies (if applicable).** Notwithstanding anything to the contrary in the Agreement, if Subscriber is a contractor or agent of a third party for the purposes of staffing or recruitment for such third party (a "**Staffing Agency**"), Subscriber may use the Subscription as a Staffing Agency solely for the pre-employment and employment purposes of their customer, and use the Documentation and SkillSurvey Materials solely to support use of the Subscription under this Agreement.
- g. **Credential OnDemand (if applicable).** If Subscriber has purchased a Subscription to the SkillSurvey Credential OnDemand service, Subscriber acknowledges and agrees that: (i) SkillSurvey is not verifying, and is not required or obligated to verify, any of such information as it pertains to Subscriber's physician or healthcare provider candidate, (ii) SkillSurvey is not responsible or liable for any changes made by Subscriber or its Users to the information generated by the Subscription, and (iii) Subscriber has established and maintained, and shall continue to maintain during the subscription period, a credentialing system that meets or exceeds the standards established by a nationally recognized accrediting body (e.g., The Joint Commission or the National Committee for Quality Assurance).
10. **Privacy.** The SkillSurvey Data Processing Addendum may be accessed through <https://www.icims.com/gc/skillsurvey/>.
11. **Limited Warranty.** SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SUBSCRIPTION, AND ANY ASSOCIATED SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE." SKILLSURVEY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SKILLSURVEY MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SUBSCRIPTION, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SUBSCRIPTION, THE GENERAL SITE OR SUBSCRIBER SITE, OR THAT THE SUBSCRIPTION WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SUBSCRIPTION AND ANY ASSOCIATED SERVICES ARE AT SUBSCRIBER'S SOLE RISK. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER RESULTING FROM THE USE OF THE SUBSCRIPTION OR ANY ASSOCIATED SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SKILLSURVEY MAY MAKE CHANGES TO THE SUBSCRIPTION FROM TIME TO TIME, OR THE CORRESPONDING SERVICES, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO A BREACH OF WARRANTY OR LIABILITY OF SKILLSURVEY.
12. **Subscriber Indemnification.** Subscriber shall defend SkillSurvey and its Affiliates, officers, directors, shareholders and agents (each, a "**SkillSurvey Indemnitee**") from and against any third-party claim, demand, lawsuit or legal action: (i) alleging that Subscriber IP or Subscriber Marks infringe or violate an Intellectual Property Right of a third party; (ii) arising from any matter for which Subscriber is responsible under Section 9 (Subscriber Responsibilities) above; or (iii) arising from violation by Subscriber of its obligations under this Agreement with respect to Confidential Information (each of (i), (ii) and (iii)), a "**Subscriber Indemnified Claim**"), and indemnify each SkillSurvey Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with a Subscriber Indemnified Claim.
13. **Limitations of Liability.**
- a. IN NO EVENT WILL SKILLSURVEY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR: LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT SKILLSURVEY OR ITS AFFILIATE MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

b. THE TOTAL CUMULATIVE LIABILITY OF SKILLSURVEY AND ITS AFFILIATES AND REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY SUBSCRIBER IN THE TWENTY-FOUR (24) MONTHS PRIOR TO WHEN THE FIRST OF ANY SUCH LIABILITIES AROSE. IN NO EVENT WILL SKILLSURVEY BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT UNLESS SUBSCRIBER FIRST PROVIDED TO SKILLSURVEY THIRTY (30) DAYS' PRIOR WRITTEN NOTICE AND AN OPPORTUNITY FOR SKILLSURVEY TO CURE THE BREACH WITHIN THOSE THIRTY (30) DAYS.

14. General.

a. **Assignment.** Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and SkillSurvey may assign its rights and delegate its obligations in whole or in part to an Affiliate, provided that either party may terminate this Agreement upon ten (10) days' notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

b. **Governing Law.** This Agreement and the Order Form will be governed by and construed in accordance with the laws of the State of New York. The parties hereby submit to the jurisdiction of, and waive any venue objections against state and federal courts in the State of New Jersey or the U.S. District Court for the District of New Jersey in any litigation arising out of the Agreement.

c. **Interpretation and Conflicting Terms.** This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. In the event of any conflict between this Agreement and an Order Form, statement of work, addendum or exhibit, the Agreement will be given precedence, except as expressly set forth in the applicable Order Form, statement of work, addendum or exhibit. SkillSurvey shall not be bound by terms additional to or different from those in this Agreement that appear in Subscriber's acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the Parties Except as expressly provided herein, this Agreement may be amended, modified, or supplemented only by a written document signed by an authorized representative of each Party.

d. Confidentiality.

(i) **Confidential Information Defined.** "Confidential Information" as used in this Agreement means any information that during the subscription period is disclosed by or on behalf of a Party or its Affiliate (the "Disclosing Party") to the other Party or its Affiliate (the "Receiving Party") and at the time of disclosure: (i) is designated in writing as confidential or proprietary; (ii) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts, and software; or (iii) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party under the circumstances. Notwithstanding the absence of any designation of confidentiality, the Parties agree that: (a) any Order Form, non-public Documentation, SkillSurvey Materials, specifications regarding the Subscription or its functionality, and Analytics are the Confidential Information of SkillSurvey; and (b) without limiting any of the rights in Section 5, any Subscriber Data is the Confidential Information of Subscriber, subject to the exceptions in Section 14.d.(iii) below.

(ii) **Obligations.** Except as approved by the Disclosing Party in writing, the Receiving Party shall not: (i) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (ii) disclose the Confidential Information of the Disclosing Party to any third party except to the Receiving Party's Affiliates, contractors, agents, or corporate directors or officers (each, a "Representative") who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party shall be responsible for any use by its Representative of the Confidential Information it discloses to its Representative. Upon termination of the Agreement, each Party shall cease use of, and within thirty (30) days of termination shall destroy or return, all Confidential Information of the other Party, except that: (a) SkillSurvey may retain Confidential Information of Subscriber as needed to comply with any post-expiration or termination obligation under this Agreement; and (b) each Party may retain Confidential Information as required to comply with applicable laws or regulations, or its obligations in this Agreement.

(iii) **Exceptions.** Confidential Information does not include any: (i) information which is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (ii) information received by the Receiving Party from a third party that to the Receiving Party's knowledge is not under a confidentiality obligation with respect to the Confidential Information; or (iii) information previously known to or independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may, at Disclosing Party's sole expense, take appropriate action to seek a protective order or injunction to seek confidential treatment for the disclosed Confidential Information.

e. **Force Majeure.** Except for Subscriber's obligation to pay for the Subscription, neither Party will be responsible for failure of performance due to causes beyond its reasonable control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

f. **Waivers; Severability.** The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

g. **Federal Government Provisions.** If Subscriber is directly or indirectly acquiring the Subscription on behalf of the U.S. Government, the software object code and source code that is delivered as part of the Subscription is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense and containing confidential information and trade secrets of SkillSurvey, Inc. and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: SkillSurvey, Inc., 101 Crawford's Corner Road, Suite 3-100, Holmdel, NJ 07733, U.S.A.

h. **Notices.** Notices required under this Agreement to be in writing must be made by, and notice is deemed to have been duly given when, sent by confirmed email or deposited with an overnight courier with a reliable system for tracking delivery. SkillSurvey shall deliver any written notice and invoice to the email address listed as to "Bill to Contact" in the most recent Order Form. Subscriber shall deliver any written notice to: generalcounsel@icims.com or SkillSurvey, Inc., Attn: General Counsel, 101 Crawford's Corner Road, Suite 3-100, Holmdel, NJ 07733, U.S.A. Either Party may from time to time change the address for written notices by giving the other Party prior written notice of the change.

i. **Relationship of the Parties.** Both Parties agree that they are independent entities and that nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or affiliate relationship between the Parties. Each Party is solely responsible for the supervision, management, direction and payment of compensation and benefits to its own employees.

j. **Counterparts.** This Agreement may be executed by 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 Agreement.