



REFERRAL ADDENDUM

TO THE MASTER PARTNER AGREEMENT

PLEASE READ THIS REFERRAL ADDENDUM TO THE MASTER PARTNER AGREEMENT CAREFULLY. BY SIGNING A PARTNER ELECTION FORM SELECTING THIS REFERRAL ADDENDUM, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS REFERRAL 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 Referral 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. “**Deal Registration Form**” shall mean a form required by iCIMS for the submission of deal information, that may be accessed through <http://partnerportal.icims.com/>. iCIMS may update the URL by which the Deal Registration Form may be submitted and the format and content required therein by providing Partner reasonable notification of such update.
- 1.2. “**Partner Involvement**” shall mean certain activities during the sales process which would qualify Partner for a Referral Payment, as provided in Exhibit A of this Referral Addendum.
- 1.3. “**Referral Payment**” shall mean the payment owed to Partner, as determined by the type of deal and the Stage of a deal in which Partner becomes involved, as provided in Exhibit A.
- 1.4. “**Stage**” shall mean a particular step in the sales pipeline based on specific milestones that have been met, as determined by iCIMS in its sole discretion.
- 1.5. “**Subscription Agreement**” shall mean the mutually executed agreement between iCIMS and a Subscriber which is related to a deal submitted by Partner.

2. REFERRALS

- 2.1. During the Term, Partner may market and promote the Subscription to prospective Subscribers, or iCIMS may request Partner Involvement for a prospective or current Subscriber deal.
- 2.2 iCIMS shall make payments in accordance with the terms of this Referral Addendum, provided that the Parties have duly executed this Referral Addendum in advance of the execution of the related Subscription Agreement.
- 2.3 Partner Restrictions. At no time shall Partner: (i) make any false or misleading representations with respect to iCIMS and/or the Subscription, (ii) make any representations with respect to iCIMS and/or the Subscription that are inconsistent with the Documentation, iCIMS Materials, or any other documentation supplied by iCIMS; or (iii) make any other representation to a prospect, Subscriber, or other party that would give rise, or could reasonably be expected to give rise, to any claim or cause of action against iCIMS. Any breach of the foregoing shall result in the forfeiture of any applicable Referral Payment and termination of this Referral Addendum.



3. DEAL QUALIFICATION

- 3.1. **Deal Submission.** Partner must first submit a Deal Registration Form regarding an opportunity with a current or prospective Subscriber, for that deal to be evaluated by iCIMS for Partner Involvement.
- 3.2. **Deal Review.** iCIMS shall review the opportunity details provided on the Deal Registration Form and shall determine, in its sole discretion, if the opportunity requires Partner Involvement.
- 3.3. **Deal Acceptance.** In cases where iCIMS determines that a submitted opportunity will require Partner Involvement, iCIMS and Partner must mutually agree in writing on the specific actions that shall be required for Partner to earn a Referral Payment.
- 3.4. **Deal Rejection.** iCIMS reserves the right to reject a Deal Registration Form in its sole discretion and such rejection may be given for any reason or no reason at all. In the event that iCIMS rejects a Deal Registration Form for a prospect deal, iCIMS shall not pursue such opportunity for six (6) months after such rejection, unless the reason for the rejection is that iCIMS has already identified the opportunity directly, or through another referral or reseller Partner.

4. Referral Payments.

- 4.1. **Deal Qualification.** Subject to Section 5.2 (Exceptions and Exclusions), Partner shall be eligible to receive a Referral Payment for “Qualified Deals,” which occur when: (i) Partner has provided all agreed upon material and verifiable Partner Involvement activities, and iCIMS has confirmed all such Partner Involvement; and (ii) the Subscription Agreement is mutually executed within twelve (12) months after the date that the Deal Registration Form was submitted.
 - 4.1.1. **Prospect Deals.** Payments for Qualified Deals with a prospective customer (i.e. deals that are not with existing Subscribers) shall be based on the average annual recurring revenue

of the associated deal, exclusive of any one-time fees, taxes, or surcharges (e.g. the average annual recurring revenue for a three-year deal with annual recurring fees of \$10,000, \$15,000, and \$23,000 would be \$16,000.00). Partner’s specific Referral Payment shall be based on the Stage at which the Partner is attached to the deal as provided in Exhibit A.

- 4.1.2. **Renewals.** Payments for Qualified Deals with then-existing Subscribers (i.e. renewals) shall be based on the net growth of the first year of the associated deal (as compared to the annual recurring revenue of the final year of the prior Subscription term) exclusive of any one-time fees, taxes, or surcharges. Partner’s specific Referral Payment shall be based on the Stage at which the Partner is attached to the deal as provided in Exhibit A. For clarity, in cases where a renewal deal does not have growth, Partner shall not be entitled to a Referral Payment.
- 4.1.3. **Cross-sell Deals.** Deals with existing Subscribers for iCIMS solutions not previously contracted shall be determined as either “Prospect” or “Renewal” by iCIMS in its sole discretion. Partner’s specific Referral Payment for such Qualified Deals shall be based on the Stage and deal type at which the Partner is attached to the deal as provided in Exhibit A.
- 4.1.4. **Limited Rights.** Partner is not granted any right under the Master Partner Agreement or otherwise to view, inspect, possess, or know the terms and conditions of any Subscription Agreement other than the amounts of fees to be charged under the Subscription Agreement for the purpose of calculating the Referral Payment.



5. PAYMENTS.

5.1. **Payment.** Referral Payments shall be paid for all applicable Qualified Deals within thirty (30) days of the end of each calendar quarter (as applicable) following receipt of payment from the Subscriber. Unless otherwise agreed between the Parties, payments shall be provided in USD, directly to the billing/payment account on file via wire transfer/direct deposit. Partner is responsible for ensuring that iCIMS has the correct information on file for the submission of payments. iCIMS shall not be responsible for lost, misdirected, or misrouted payment information. Partner warrants that it shall be responsible for any disclosures, whether requested by a Subscriber or as required by applicable law, regarding their receipt of a Referral Payment.

5.2. Exceptions and Exclusions.

5.2.1. Unless otherwise agreed by the Parties in writing, Partner shall not be entitled to receive a Referral Payment if Partner is involved in the implementation or delivery of the Subscriptions purchased in the Qualified Deal.

5.2.2. In the event Partner offers deal support or guidance on a deal to which another partner is already attached, Partner shall not be entitled to a Referral Payment.

5.2.3. No Referral Payment shall be paid to Partners for deals that are with: (i) governmental or quasi-governmental (including government-owned entities) entities, government contractors, or other entities engaged in providing services to any federal, state, local, or foreign government; or (ii) banks, brokerage firms, insurance companies, or any other financial services organizations (collectively, “**Excluded Organizations**”). Notwithstanding anything to the contrary contained herein, no Referral Payments shall be made under this Referral Addendum if such payments

are prohibited by any applicable, law, rule, or regulation.

5.3. **Payments after Termination.** In the event iCIMS terminates this Referral Addendum or the Master Partner Agreement without cause, iCIMS shall make Referral Payments to Partner for any Qualified Deals, provided the Deal Registration Form had been submitted no later than six (6) months prior to the termination of the Master Partner Agreement or Referral Addendum. In the event of termination by iCIMS for cause no Referral Payments shall be due or owed to Partner as of the date of such termination.

6. **Anti-Corruption Compliance.** Neither Partner, nor any employee, agent or subcontractor acting on Partner’s behalf in connection with this Referral Addendum or otherwise, has or will make, offer, promise, give, request, receive, accept or agree to accept in the future any payments, items, benefits, advantages, or anything of value, regardless of value (including without limitation any hospitality, gifts, or sponsorship that could be seen as lavish, excessive, or giving rise to an appearance of impropriety) as an improper inducement or reward to improperly influence any act or decision to help iCIMS obtain or retain business, induce purchases of iCIMS products, refer clients to iCIMS, or otherwise gain an improper business advantage or improperly influence a business decision for iCIMS. Partner shall implement suitable procedures within their business to enable their employees to report any instances of bribery or suspicious behavior that may occur in the course of Partner’s fulfillment of its obligation hereunder. Partner shall promptly report to iCIMS any request or demand for a payment or bribe, or payment of a bribe, in connection with work for iCIMS. Any breach of an applicable anti-corruption or anti-bribery law or regulation, or this section, shall be deemed a material breach and, notwithstanding anything to the contrary in the Master Partner Agreement, iCIMS may terminate this Referral Addendum or the Master Partner Agreement for cause with immediate effect, with no further liabilities or obligations due to Partner.

7. **Audit.** Partner shall maintain adequate books and records regarding its conduct and obligations



under this Referral Addendum. iCIMS reserves the right, upon reasonable notice, to audit Partner's books and records relevant to this Referral Addendum, and Partner's compliance with its obligations under this Referral Addendum. iCIMS shall undertake to request such an audit no more than once annually, but reserves the right to conduct an audit more frequently in the event of a reasonable concern regarding a violation of this Referral Addendum. Partner will cooperate fully with such investigation or audit.

8. **TAXES.** Partner shall be responsible for any and all federal, state, local or foreign income, use, excise, or similar taxes applicable to any fees paid by iCIMS, whether Referral Payment, or incentive based payment.
9. **SURVIVAL.** The Parties acknowledge and agree that the provisions that by their nature should be understood to survive shall survive termination or expiration of this Referral Addendum.
10. **Termination and Effect of Termination.**
 - 10.1. Either Party may terminate this Referral Addendum at any time without cause and for its convenience upon thirty (30) days' prior written notice to the other Party.
 - 10.2. The termination of this Referral 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 Referral Addendum each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information), and all rights granted to either Party hereunder immediately shall cease to exist (except for any rights pursuant to Section 4.5 herein). Further, both Parties agree to promptly refrain thereafter from using any materials of the other Party 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 partner of the other Party. In the event of a termination of this Referral Addendum, the commencement date of any future Referral Addendum between the Parties may not commence prior to the end date of the Program Year in which the Referral Addendum was terminated.



EXHIBIT A
Referral Payment by Sales Stage & Partner Involvement

Sales Stage Overview:

Business Stage	Milestone	Percentage – Prospect Deals or Prospect Cross-Sells	Percentage– Renewals or Renewal Cross-Sells
Stage 0	Marketing Qualified Lead	20	N/A
Stage 1	Identifying		N/A
Stage 2	Defining		N/A
Stage 3	Evaluating	10	5% of Net Growth +Bonus*
Stage 4	Competing		
Stage 5	Negotiating	N/A	N/A
Stage 6-8	Signing & Completed	N/A	

***Bonus** shall mean an additional 5% if Partner Involvement leads to a renewal term of three years or more.

QUALIFYING ACTIONS FOR PARTNER INVOLVEMENT

The below actions are illustrative of the types of actions that a Partner may be required to take in order to qualify as Partner Involvement. The below list is not exhaustive, and Partner may be able to demonstrate Partner Involvement in other ways (subject to iCIMS' prior approval). In order to qualify for a Referral Payment in accordance with this Referral Addendum, iCIMS may, in its sole discretion, request documentation or other means of verifying Partner Involvement.

All Deal Types

Deal Viability-Partner provides significant assistance with the initial details required to establish a viable opportunity. Examples of such assistance include providing:

- Clarity on ANUM (confirming authority, correct contact, need, urgency level and budget parameters)
- Evaluation process insight
- Direct introduction to decision makers
- Understanding of customer procurement process
- Understanding of decision makers, influencers and catalysts

Deal Strategy-Partner provides material information to inform/guide the iCIMS selling strategy for the deal.

Examples of where Partners can inform Deal Strategy include:

- Informing demo strategy
- Identifying key buying criteria/requirements
- Highlighting competitive intelligence and product differentiation
- Executing a joint demo highlighting partnership value
- Providing feedback on clients' perspective of iCIMS throughout deal
- Supporting the creation of an ROI presentation/quantification

Influence-Partner positively advocates for iCIMS with the decision makers at the Subscriber. Actions could include:

- Featuring iCIMS in executive meetings to support active deal
- Outreach to decision makers on iCIMS' behalf
- Support in coordinating a customer reference
- Validation of iCIMS' roadmap



Prospect and Cross-Sell Deals

Deal Creation-Partner submits a lead to iCIMS that is not already in pipeline:

- Submit net-new lead

Landscape Intelligence-Partner provides information that can be used for deal strategy and iCIMS functionality discussions, such as:

- Input into Discovery Whiteboard and understanding of Prospect Tech Stack

Value Message Creation-Partner provides intelligence to create or adjust iCIMS' Value Assessment that ensures proper sales strategy. These items could include the prospect's:

- Objectives
- Motivations
- Success measures
- Deadlines/Milestones
- Initiatives
- Challenges
- Pain/Cost of Inaction

Renewals

Relationship-Partner supports in understanding customer's current perception of iCIMS and supports fostering a better relationship, by providing:

- Customer sentiment

Business Health-Partner provides information on customer's current business and how it might impact iCIMS' ability to renew and expand the Subscription with the customer, potentially including:

- Competing customer priorities
- Customer business health updates

System Adoption-Partner conveys information on functional gaps, adoption status to help ensure Customer is leveraging the iCIMS platform in order to renew. These areas could include:

- Functionality frustration areas
- Support compiling business cases for major EBRs and QBRs