



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

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

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

**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 SkillSurvey Addendum in accordance with Section 1 of this SkillSurvey Addendum.

**2.3. “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 (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.

**2.4. “Data Processing Addendum”** means the SkillSurvey Data Processing Addendum that may be accessed through <https://www.icims.com/gc>.

**2.5. “Documentation”** means any written SkillSurvey Service product specifications and training materials provided by iCIMS to Subscriber.

**2.6. “Implementation Service”** means the Implementation Services related to an SkillSurvey Service identified in an Order Form.

**2.7. “Survey Recipient”** means any person who, by means of the SkillSurvey Service, receives a message from Subscriber or sends a message to Subscriber (whether such messages are by text or other form).

**2.8. “SkillSurvey Service”** means any SkillSurvey product or service identified by those terms in an Order Form, and any other product or service that an Order Form identifies as being governed by the SkillSurvey Addendum.

**2.9. “Subscriber Data”** means the messages, contact information and other electronic data and files entered, imported, uploaded or transferred into the SkillSurvey Service by Subscriber, its Affiliate, a User, a Candidate, or a Survey Recipient.

**2.10. “Subscription”** means the specific SkillSurvey Service and Implementation Service set forth in an Order Form.

**2.11. “User”** means Subscriber’s employee, contractor or agent authorized by Subscriber to use the SkillSurvey Service.

**2.12.** To the extent the following terms are defined in the Subscription Agreement:

(a) **“Application”** and **“Program”** each mean the SkillSurvey 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. THIRD-PARTY PRODUCTS AND SERVICES.** Subscriber may use, or iCIMS may enable or allow access to products, services, communication channels, and web sites provided by other persons or entities (each, a **“Third-Party Product”**). Subscriber is solely responsible for entering into and/or 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 or warranty regarding or endorsing any Third-Party Product.

**4. SUBSCRIBER RESPONSIBILITIES.** In addition to its other responsibilities set forth in the Subscription Agreement, Subscriber agrees as follows:

**4.1. Configuration and Use.** Subscriber is solely responsible for any use of the SkillSurvey Service by Subscriber, its Affiliate, or its Users, and any Subscriber Data, 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.

**4.2.** Subscriber will not resell any of the information provided by the SkillSurvey Service to any other entity.

**4.3.** Subscriber acknowledges and agrees that any output, recommendation, response, suggestion, or explanation provided by the SkillSurvey Service is for informational purposes only.



**4.4.** Subscriber acknowledges and agrees that any report or information generated through the SkillSurvey Service is not an assessment or evaluation of any Candidate, and further understands that the iCIMS is not assembling or evaluating information about any Candidate and is not providing any opinions regarding information generated through the SkillSurvey Service. Subject to iCIMS' compliance with Section 5 of this SkillSurvey Addendum, Subscriber is solely responsible for, and shall ensure that use or disclosure of any Subscriber Data in accordance with the Subscription Agreement complies with applicable laws and regulations, including any required notices, consents, or disclosures. Subscriber is solely responsible for obtaining any permission, license, or other Intellectual Property Right that may be required for uploading, importing, or using any Subscriber Data in the SkillSurvey Service. Subscriber and its Affiliates and Users shall not authorize its Candidates or Survey Recipients to violate the Acceptable Use Policy. Subscriber is solely responsible for obtaining any permission, license, or other Intellectual Property Right that may be required for uploading, importing, or using any Subscriber Data. Subscriber and its Affiliates and Users shall not authorize a Survey Recipient to violate the Acceptable Use Policy.

**4.5. Messaging.** Subscriber represents and warrants that, prior to using any texting feature of the SkillSurvey Services in connection with a Candidate, User, or Survey Recipient, Subscriber will obtain, in writing: any legally required consent from Candidates or Users to receive automated text messages through the SkillSurvey Service, and Candidate's or User's confirmation of any legally required consent by the Survey Recipients to receive automated text messages through the SkillSurvey Service. Subscriber is solely responsible for any message or other communication sent or received using the SkillSurvey Service, including all messages to Candidates and Survey Recipients, and shall ensure that any message or other communication does not violate any law or regulation. Without waiving the generality of the foregoing, Subscriber agrees as follows:

(a) Subscriber must comply with all laws and regulations governing communications to or from Survey Recipients, including the U.S. CAN-SPAM Act, U.S. Telephone Consumer Protection Act ("**TCPA**"), and any other applicable federal, state, local or foreign laws.

(b) Subscriber shall provide all notices and obtain all consents and approvals required to communicate with a Survey Recipient. Subscriber may not use the SkillSurvey Service to send unsolicited text messages or other messages (sometimes called "**spam**"). Subscriber shall ensure that use of the SkillSurvey Service does not generate a number of spam-related or other complaints in excess of industry norms, as determined in iCIMS' good faith judgment. Subscriber and its Users may not import, access, or use any contact lists for which all consents and permissions required by law or regulation have not been obtained, and Subscriber is solely responsible for any importation of, access to, or use of such lists.

(c) Subscriber shall not, and shall not permit any User to: (i) use the SkillSurvey Service to harvest, collect, gather or assemble information or data regarding any Candidate or other person without his or her consent; (ii) impersonate any other person or entity, or communicate in any deceptive manner; (iii) access or copy any data or information of a Candidate or other person without his or her consent; (iv) knowingly interfere with or disrupt the integrity or performance of the SkillSurvey Service or the data contained therein; (v) harass or interfere with another subscriber's use and enjoyment of the SkillSurvey Service; (vi) knowingly interfere in any manner with the operation of the SkillSurvey Service, or the hardware and network used to operate the SkillSurvey Service; or (vii) send any message that is slanderous, libelous, defamatory, obscene or offensive.

(d) Both during and after the Term, Subscriber shall maintain a list of and comply with any request by a Survey Recipient or any other person or entity not to receive communications from Subscriber (an "**Unsubscribe Request**"). iCIMS will make a reasonable effort to identify Unsubscribe Requests from text or SMS Survey Recipients, block messages by means of the SkillSurvey Service from Subscriber to those Survey Recipients, and communicate those Unsubscribe Requests periodically to Subscriber; provided nothing in the foregoing shall be deemed to relieve Subscriber from its sole responsibility for complying with all Unsubscribe Requests. Further, Subscriber shall ensure that no commercial messages or communications are delivered in violation of any law or regulation.

**4.6. Staffing Agencies (if applicable).** Notwithstanding anything to the contrary in the Subscription 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 its customer, and use the Documentation and iCIMS Content solely to support use of the SkillSurvey Service under the Subscription Agreement.

**4.7. Credential OnDemand (if applicable).** If Subscriber has purchased the SkillSurvey Service SkillSurvey Credential OnDemand, Subscriber acknowledges and agrees that: (i) iCIMS 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) iCIMS is not responsible or liable for any changes made by Subscriber or its Users to the information generated by the SkillSurvey Service, and (iii) it 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).

**4.8. Consumer Reporting Agencies (if applicable).** If Subscriber is a consumer reporting agency ("**CRA**") as defined by the federal Fair Credit Reporting Act ("**FCRA**") (which shall include any subscriber that is a credentialing verification organization), Subscriber shall: (i) comply with all obligations imposed upon a CRA by the FCRA and/or similar state and local laws, rules, codes, statutes and regulations, as such are amended and updated from time to time, including, but not limited to, making all legally required disclosures to, and obtaining written authorization from, Candidates for employment with Subscriber, or if applicable, for Candidates for employment with Subscriber's customer if Subscriber is a Staffing Agency; (ii) only use the SkillSurvey Service for the purposes of furnishing a final report for employment purposes only; (iii) not identify iCIMS as a consumer reporting agency; (iv) not include any data printout generated using the SkillSurvey Service as part of any Consumer Report (as that term is defined in the FCRA) that Subscriber provides to any person or entity; and (v) will not direct any Candidate to iCIMS for a copy of, or inquiries about, any information in the SkillSurvey Service relating to a Candidate. If Subscriber is a credentialing verification organization, Subscriber acknowledges and agrees that it will electronically or in a physical writing: make all legally required disclosures to, and obtain written authorization from, the Candidate that is subject of any credentialing verification that permits Subscriber to obtain and verify from the Candidate's designated business and professional job references such information about the Candidate's background, qualifications, prior employment and other information for employment as Subscriber's customer deems necessary, and to provide such information to Subscriber's customer.

**4.9. 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 (i) related to its use of a Third-Party Product with the Subscription, or (ii) for which Subscriber is responsible under this Section 4 (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 4.9 shall survive the expiration or termination of the Agreement.

## 5. SUBSCRIBER DATA.

**5.1. Data Protection.** Notwithstanding anything to the contrary in the Subscription Agreement: iCIMS shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data as set forth in the Data Processing Addendum and Subscriber Data Security Addendum. iCIMS in its discretion also may maintain supplemental or additional safeguards. Notwithstanding the foregoing, Subscriber acknowledges that solely with respect to the SkillSurvey Service, iCIMS' safeguards currently deviate from sections 12.a.i and 12.a.ii (provided those deviations will be resolved as soon as commercially reasonable, but in no event later than the 2024 audit cycle), and section 15.a. of the Subscriber Data Security Addendum shall be remediated as soon as commercially reasonable. Notwithstanding the above deviations, iCIMS' safeguards with respect to the SkillSurvey Service comply with industry best practices as of the date of this SkillSurvey Addendum.

**5.2. Data Access and Storage.** Notwithstanding anything to the contrary in the Subscription Agreement:

(a) The long-term storage and hosting of data with respect to the SkillSurvey Service, shall be in the United States.

(b) During the Subscription Period for the SkillSurvey Service as 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 SkillSurvey Service. iCIMS is not required to maintain any Subscriber Data after the applicable Subscription Period. iCIMS shall dispose of the Subscriber Data in accordance with the Subscriber Data Security Addendum, as modified by Section 5.1 herein.

**5.3. Data Use and Analytics.** Notwithstanding anything to the contrary in the Subscription Agreement, iCIMS 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 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.

**5.4. Compliance Measures.** iCIMS may implement technical or other measures in its discretion to limit or prevent any use of the SkillSurvey Service in violation of Subscriber's responsibilities under Section 4, as determined in iCIMS' good faith judgment.

**6. WARRANTIES AND LIMITATIONS.** As applicable to the SkillSurvey Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the SkillSurvey Service in accordance with its Documentation and the specific terms set forth in this SkillSurvey Addendum, including Section 4 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE SKILLSURVEY SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS SKILLSURVEY ADDENDUM. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THE SUBSCRIPTION AGREEMENT, WITH RESPECT TO THE SKILLSURVEY SERVICE SKILLSURVEY CREDENTIAL ONDEMAND, THE TOTAL CUMULATIVE LIABILITY OF ICIMS 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 ATTRIBUTABLE TO SKILLSURVEY CREDENTIAL ONDEMAND IN THE TWENTY-FOUR (24) MONTHS PRIOR TO WHEN THE FIRST OF ANY SUCH LIABILITIES AROSE. 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 SKILLSURVEY SERVICE, DATA, OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO SUBSCRIBER'S USE OF ANY SKILLSURVEY SERVICE. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE THAT NEITHER ICIMS NOR ANY ICIMS AFFILIATE IS A CRA, AND SHALL NOT ASSEMBLE OR EVALUATE ANY INFORMATION ABOUT ANY CANDIDATE OR PROVIDE SUBSCRIBER WITH ANY CONSUMER REPORT (AS DEFINED IN THE FCRA) ABOUT A CANDIDATE.

**7. CONFIDENTIAL INFORMATION.** The Documentation is deemed part of the Confidential Information of iCIMS as defined in the Agreement.

## 8. GENERAL TERMS.

**8.1. iCIMS Subsidiaries and Affiliates.** Subscriber acknowledges and agrees that the SkillSurvey Service may be provided directly by iCIMS, or on behalf of iCIMS by iCIMS' subsidiary or affiliate, 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 SkillSurvey Addendum.

**8.2. Documentation and Policy Changes.** Subject to iCIMS' obligations with respect to Documentation and policy changes in the Subscription Agreement, iCIMS may make changes to the Documentation or any policy referenced in this SkillSurvey Addendum, or the hyperlink or other means of access to the Documentation or any policy, except that iCIMS may not make changes to the Subscriber Data Security Addendum that materially diminish the protections for Subscriber Data set forth in the policy.

**8.3. Counterparts.** This SkillSurvey 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 SkillSurvey Addendum.