



## OPPORTUNITY MARKETPLACE 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 Opportunity Marketplace Services (as defined below). Subscriber and iCIMS hereby enter into this Opportunity Marketplace Addendum (the “OMP Addendum”) to the Subscription Agreement for the purpose of incorporating certain terms and conditions into the Subscription Agreement solely with respect to the Opportunity Marketplace Services, as follows:

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

**2. DEFINITIONS.** The capitalized terms defined in the Subscription Agreement shall have the same meanings in this OMP Addendum, except as set forth expressly in this OMP Addendum. Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the Opportunity Marketplace 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 OMP Addendum in accordance with Section 1 of this OMP 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 an internal candidate talent pool.

**2.4 “Documentation”** means the product functionality descriptions and release notes that may be accessed at <https://care.icims.com/s/>.

**2.5 “Implementation Service”** means the Implementation Services related to an Opportunity Marketplace Service identified in an Order Form.

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

**2.7 “Opportunity Marketplace Service”** means any service or product that an Order Form identifies as being governed by the OMP Addendum.

**2.8 “Subscription”** means the specific Opportunity Marketplace Service and Implementation Service set forth in an Order Form.

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

(a) **“Application”** and **“Program”** each mean the Opportunity Marketplace 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. SUBSCRIPTION AND OTHER PRODUCTS AND SERVICES.**

**3.1 Third-Party Products and Services.** Subscriber may use, or iCIMS 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. iCIMS does not make any representation regarding or endorse any Third-Party Product. Except in the case where iCIMS has agreed to provide first-tier support for Third-Party Products to Subscribers, such support is the only obligation iCIMS or its Affiliates shall have with respect to that Third-Party Product, and iCIMS shall have no other obligation or liability relating to 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 Opportunity Marketplace Services by Subscriber, its Affiliate, or its User, 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. Subscriber acknowledges and agrees that any output, recommendation, suggestion, explanation, or analysis, including via artificial intelligence or machine learning, provided by the Opportunity Marketplace Service is for informational purposes only. Subscriber shall not, and shall not permit any User to: (i) use the Opportunity Marketplace Service to harvest, collect, gather or assemble information or data regarding any job candidate or other person without his or her consent; or (ii) access or copy any data or information of a job candidate or other person without his or her consent. Subject to iCIMS’ compliance with Section 5 of this OMP 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 or consents. Subscriber shall obtain any consent, permission, license, or other Intellectual Property Right that may be required for uploading, importing, or using any Subscriber Data in the Opportunity Marketplace Service. Subscriber agrees that it will not use the Opportunity Marketplace Service to collect, process, or store bank account information, credit or debit card information, personal information pertaining to children under thirteen (13) years of age, or health or medical information.

**4.2 Messaging (if applicable).** Subscriber is solely responsible for any message or other communication sent or received using the Opportunity Marketplace Service, 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 Message Recipients, including the U.S. CAN-SPAM Act, U.S. Telephone Consumer Protection Act, Canadian Anti-Spam Legislation, S.C. 2010, c. 23, 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 Message Recipient. Subscriber may not use the Opportunity Marketplace Service to send unsolicited text messages or other messages (sometimes called “spam”). Subscriber shall ensure that use of the Opportunity Marketplace 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 Opportunity Marketplace Service to impersonate any other person or entity, or communicate in any deceptive manner; (ii) knowingly interfere with or disrupt the integrity or performance of the Opportunity Marketplace Service or the data contained therein; (iii) harass or interfere with another subscriber’s use and enjoyment of the Opportunity Marketplace Service; (iv) knowingly interfere in any manner with the operation of the Opportunity Marketplace Service, or the hardware and network used to operate the Opportunity Marketplace Service; or (v) 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 Message 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 Message Recipients, block messages by means of the Opportunity Marketplace Service from Subscriber to those Message 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.

**4.3 Compliance Measures.** iCIMS may implement technical or other measures in its discretion to limit or prevent any use of the Opportunity Marketplace Service in violation of Subscriber’s responsibilities under this Section 4 as determined in iCIMS’ good faith judgment.

**4.4 Subscriber 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 4.4 shall survive the expiration or termination of the Agreement.

**4.5 Taxes and Surcharges.** In addition to Subscriber’s responsibilities under the Subscription Agreement, Subscriber is solely responsible for paying all taxes, fees, charges, carrier surcharges, or other similar exactions in any applicable jurisdiction (collectively “**Taxes**”) imposed on or associated with Subscriber’s use of the Opportunity Marketplace Service, exclusive of iCIMS’ income taxes. iCIMS may invoice Taxes as a direct pass-through and/or using an approximation based on volume and information provided by the party(s) imposing the applicable Tax. The fees listed in an Order Form are exclusive of any Taxes, and iCIMS shall have the right to invoice Taxes together with or separately from the other fees payable by Subscriber. If Subscriber is exempt from any such Taxes, iCIMS will exempt Subscriber from such Taxes on a going-forward basis if Subscriber provides iCIMS with a valid exemption certificate, provided such certificate is approved by iCIMS in its sole discretion.

## **5. SUBSCRIBER DATA.**

**5.1 Data Access and Storage.** Notwithstanding anything to the contrary in the Subscription Agreement, the long-term storage and hosting of data (including Subscriber Data) with respect to the Opportunity Marketplace Service shall be in the United States or the European Union. During the Subscription Period as set forth in an applicable Order Form, Subscriber may access and download Subscriber Data in the manner provided pursuant to the Documentation for the Opportunity Marketplace Service. iCIMS is not required to maintain any Subscriber Data after the applicable Subscription Period. iCIMS shall dispose of Subscriber Data in accordance with the Data Processing Addendum and Subscriber Data Security Addendum, each of which may be accessed through <https://www.icims.com/gc>.

**5.2 Data Use and Disclosure.** 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.

**6. WARRANTIES AND LIMITATIONS.** As applicable to the Opportunity Marketplace Service, any warranty provided by iCIMS under the Subscription Agreement shall be limited to use of the Opportunity Marketplace Service in accordance with the applicable product Documentation and the specific terms set forth in this OMP Addendum, including Section 4 above. ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE OPPORTUNITY MARKETPLACE SERVICE AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS OMP 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 OPPORTUNITY MARKETPLACE SERVICE, DATA OR INFORMATION ACCESSIBLE THEREFROM, AND ANY ACTION OR DECISION MADE RELATED TO ITS USE OF THE OPPORTUNITY MARKETPLACE SERVICE.

**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 Opportunity Marketplace 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 OMP 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 referenced in this OMP Addendum, or the hyperlink or other means of access to the Documentation.

**8.3 Counterparts.** This OMP 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 OMP Addendum.