



DEVELOPER PROGRAM ADDENDUM TO THE MASTER PARTNER AGREEMENT

PLEASE READ THIS DEVELOPER PROGRAM ADDENDUM (“DEVELOPER ADDENDUM”) TO THE MASTER PARTNER AGREEMENT CAREFULLY. BY SIGNING A PARTNER ELECTION FORM SELECTING THIS DEVELOPER ADDENDUM, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS DEVELOPER 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 Developer Addendum to the Master Partner Agreement effective as of the last date of signature on the Partner Election Form in which Partner elects this Developer Addendum (“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. “Additional Documentation” shall mean the (i) Technical Documentation; (ii) Integration Approval Process; and (iii) Acceptable Use Policy, provided on the iCIMS Developer Site, which are all incorporated into this Developer Addendum by reference. iCIMS may make changes to the Additional Documentation at any time in its sole discretion.
- 1.2. “iCIMS Developer Site” shall mean the website provided for use by Partner that may be accessed at <https://developer.icims.com/> (or any successor link or URL), including any sandboxes and/or test environments.
- 1.3. “iCIMS Web Services” shall mean the ability for the Subscription to integrate with Partner Software through certain batch files, API’s or web services.
- 1.4. “Integration” shall mean an integration between the Subscription and Partner Services via iCIMS Web Services and Partner Web Services as described in the Technical Documentation.
- 1.5. “Partner Software” shall mean the proprietary software included in the Partner Services including the Partner Web Services.
- 1.6. “Partner Web Services” shall mean the ability for Partner Services to integrate with the Subscription through certain batch files, API’s or web services.
- 1.7. “Subscriber Data” shall mean the electronic data and files entered, imported, uploaded or transferred into the Subscription by Subscriber, its affiliate, or a

user or a candidate of Subscriber, or to the Partner Services, as the case may be.

2. INTEGRATIONS

- 2.1. **Relationship.** This Developer Addendum is non-exclusive and either Party may enter into similar relationships with other third parties. Further, each party may, subject to all Intellectual Property Rights and Confidential Information restrictions set forth herein, develop, market, and sell products that compete with the other Party, provided that the other Party’s Intellectual Property or Confidential Information is not used in any way in such development.
- 2.2. **Partner Obligations.** Partner agrees to securely design, create, test and maintain the Integration for the purpose of the exchange of Subscriber Data between the Subscription and one or more of the Partner’s Services for Subscribers in strict accordance with the Additional Documentation, and any specific requirements provided on the iCIMS Developer Site. Partner is required to receive iCIMS’ written approval of an Integration prior to representing or otherwise holding Partner out as having completed an Integration with iCIMS.
- 2.3. **Partner Support.** Partner represents and warrants the Partner Services will meet or exceed any service level obligations provided for in its agreement with a Subscriber, and such obligations shall not be less rigorous than those applicable to Subscriber under



iCIMS' Support & Maintenance Policy (available at <https://www.icims.com/gc>). Partner will provide iCIMS with a current email address to which iCIMS may direct inquiries from Subscribers or their users regarding the Integration. Partner is solely responsible for providing all support for the Integration, and for providing to integrated Subscribers and their users all information necessary for their use of the Integration. Notwithstanding the foregoing, iCIMS may provide support in its sole discretion. Further, Partner agrees the service level obligations applicable to integrated Subscribers hereunder will apply equally to any request from iCIMS. iCIMS will not be liable for support for any Integration that is not compliant with iCIMS' Technical Documentation. Partner shall be responsible for developing any extensions, processes, etc. to its systems that are necessary to complete the Integration.

- 2.4. **Integration Approval and Removal.** iCIMS reserves the right, in its sole discretion, to reject any Integration that is competitive with and/or that offers overlapping capabilities with the iCIMS Subscription. iCIMS reserves the right to disable any Integration if iCIMS, in its sole discretion, determines that the Integration may adversely impact iCIMS's Subscription or one or more iCIMS Subscriber.
- 2.5. **Integration Updates.** Prior to an update of the iCIMS Subscription, iCIMS will provide notification and explanation to the Partner of any changes to iCIMS Web Services. Partner will be required to make any necessary modifications in its systems based on the changes to iCIMS Web Services. If changes are required, the Partner will be responsible for any tests or validation needed to ensure that the Integration will not be materially degraded in functionality, security or performance. To the extent that the Integration does suffer from material degradations in performance, security or functionality, Partner must remedy such defects prior to the iCIMS Subscription update being placed into production for all Subscribers. Partner also commits to working with Subscribers to resolve any specific material degradation in performance or functionality observed by specific Subscribers. Should iCIMS determine that Partner has failed to make such required modifications or remedy such defects,

iCIMS may suspend Partners' Integration and access to any iCIMS system, and remove all Partner-related content from iCIMS' Marketplace until such modifications have been made or such defects have been remedied to iCIMS's reasonable satisfaction. In the event that Partner makes material changes to the Partner Services that may impact the Integration, Partner must advise iCIMS as soon as possible, and Partner Integration(s) may be subject to re-validation. Partner may request iCIMS' assistance to provide development work on the iCIMS Subscription or iCIMS Web Services due to such a change, and Partner agrees that any such assistance may be subject to professional services fees by iCIMS at iCIMS' then-prevailing rates.

- 2.6. **Partner Marks and Information.** Partner will be required to provide and maintain the accuracy of the following information and content in systems made available to Partner by iCIMS: (i) product title; (ii) initial availability date; (iii) selected category(ies); (iv) Partner name; (v) list prices (if applicable); (vi) product description; (vii) icon; (viii) logo or banner images; and (ix) any other information related to the Integration that iCIMS requires (i.e., any metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with Partner).
- 2.7. **Developer Resources.**
 - 2.7.1. iCIMS shall provide Partner with access to a sandbox or test environment solely for the purpose of building an Integration.
 - 2.7.2. iCIMS may also, in its sole discretion, provide Developer with access to a demonstration site (a "**Demo Site**") for the sole purpose of demonstrating the Integration with the Subscription to prospective customers, in a test capacity only (i.e. not in a "production" site). Partner shall not be permitted to use any Subscriber Data in a Demo Site, and shall only use "dummy" data in a Demo Site. Access to Demo Sites may be rescinded at any time and without notice in iCIMS' sole discretion.

3. **MARKETING AND PROMOTIONAL EXPENSES**

- 3.1. Partners with an approved Integration, and who meet any listing requirements as may be provided in the Tiers and Benefits Schedule from time to time, may submit a request to be included in iCIMS



Marketplace. Partner agrees and acknowledges the inclusion in the iCIMS Marketplace is in iCIMS' sole discretion. If Partner is listed in the iCIMS Marketplace, Partner grants iCIMS a limited, royalty-free, world-wide, non-exclusive right and license to display Partner's Materials on iCIMS Marketplace.

3.2. Partner may not use iCIMS Materials in connection with any marketing or promotion without obtaining iCIMS' prior written consent. Partner shall not promote its Partner Services, or its placement in iCIMS Marketplace as representing any endorsement or approval by iCIMS of the Integration or Partner's Services or Partner Software.

3.3. Partners that are Independent Software Vendors ("ISV"s) may be eligible for marketing and promotional benefits as provided in the Tiers and Benefits Schedule or as otherwise mutually agreed upon in writing. An ISV shall mean a Partner that is in the business of producing and selling software to third-parties or end-users for commercial use.

4. OWNERSHIP AND INTELLECTUAL PROPERTY.

4.1. iCIMS or its licensors own all Intellectual Property Rights, title, and interest to the iCIMS' Developer Site, iCIMS Marketplace, iCIMS Web Services, Demo Sites, and any and all other property provided by iCIMS in connection with this Developer Addendum and the Master Partner Agreement.

4.2. Partner or its licensors own all right, title, and interest to the Partner Software and Partner Web Services provided by Partner in connection with this Developer Addendum ("Partner IP"), to the extent that such Partner IP does not contain any iCIMS IP.

5. **ANALYTICS.** Partner acknowledges and agrees that, as part of providing the Integration, iCIMS may collect and use benchmarking, transactional, or performance information or data provided to or collected by iCIMS in connection with providing the Integration and/or iCIMS Marketplace, and/or by the iCIMS servers making available the Integration, including traffic, traffic patterns, activity, activity patterns, page impressions, field and record counts or types, and similar analytics that may be conducted on the Integration, iCIMS Marketplace, Partner Services, Users, or any data (collectively, "**Server Information**"). iCIMS at all times retains all Intellectual Property Rights in the Server Information, and it is deemed to be iCIMS's Confidential Information. For clarity, iCIMS shall ensure any analytics produced

therefrom do not contain personal information other than identifying the applicable Partner.

6. **RATINGS & REVIEWS.** iCIMS may allow reviews of Integrations in iCIMS' Marketplace ("**Reviews**"). Partner acknowledges and agrees that Reviews are not deemed iCIMS' content, and iCIMS shall have no liability for any Reviews. Notwithstanding the foregoing, all Reviews must comply with iCIMS' standards, and iCIMS, in its sole discretion, may remove Reviews or block. All such Reviews shall be treated as User Contributions under iCIMS' Terms of Use (www.icims.com/legal/terms-of-use) and Privacy Policy (www.icims.com/legal/privacy-policy-website).

7. DATA PROTECTION AND SECURITY

7.1. **Data Protection and Security Safeguards.** Partner shall maintain administrative, physical and technical safeguards intended to protect the security, privacy and integrity of Subscriber Data, that in any event are no less rigorous than those applicable to iCIMS in iCIMS' Subscriber Data Security Addendum (available at <https://www.icims.com/gc/>).

7.2. **Audits.** Within sixty (60) days following the Effective Date and annually upon request thereafter, iCIMS may perform a security assessment of the Integration and/or Partner Software. This review may include the completion of a security questionnaire, providing proof of completion of successful third-party audits such as SOC1 (SSAE-18)/SOC2 (or industry-standard successor audit), and any associated policy and process documents. Should iCIMS at any time determine in its sole discretion that Partner's security processes or Integration impose a security risk to iCIMS, Subscribers, or Subscriber Data, iCIMS may suspend Partner's access to iCIMS' systems and the Integration (and, for any Partner listed in iCIMS Marketplace, iCIMS may remove such listing and all Partner-related content from iCIMS Marketplace) until any security findings have been remediated to iCIMS' satisfaction.

7.3. **Security Breaches.** If Partner knows or has reason to believe that any unauthorized access to or disclosure of iCIMS' Confidential Information or Subscriber Data has occurred, Partner shall use commercially reasonable efforts to immediately notify iCIMS within no more than six (6) hours of such unauthorized access or disclosure. The Partner shall



provide the proposed next steps to resolve the breach and take all necessary steps to resolve or address the matter. Partner shall provide iCIMS with the final root cause analysis and resolution within one (1) week of resolution.

7.4. Data Processing.

7.4.1. GDPR. For this Section 8.4 only, the terms, “Controller”, “Personal Data”, “Processing”, and “Processor” shall have the same meaning as in the GDPR (defined below in Section 9.4, and their cognate terms shall be construed accordingly. Each Party, to the extent that it, along with the other Party, acts as a Processor with respect to Personal Data, will: (i) comply with the instructions and restrictions set forth in its agreement(s) with the Parties’ joint customer; and (ii) reasonably cooperate with the other Party to enable the exercise of data protection rights as set forth in the GDPR and in other applicable data protection and privacy laws and regulations, including, but not limited to, the CCPA (defined below). To the extent there are Restricted Transfers between the Parties, the Parties agree that such Restricted Transfers are governed by the Standard Contractual Clauses, which are incorporated into and made subject to this Developer Addendum by this reference, as amended by Appendix 1 to this Developer Addendum. The Parties acknowledge and agree that: (i) the Parties’ joint customer is the Data Controller with respect to Personal Data; (ii) each Party is acting as a Processor for the Parties’ joint customer, and (iii) neither Party is engaging the other Party to Process Personal Data on its behalf. For the purposes of this Section, a “Restricted Transfer” means a transfer of Subscriber Data between iCIMS and Partner, where such transfer would be prohibited by data protection and privacy laws in the absence of appropriate safeguards such as the Standard Contractual Clauses. “Standard Contractual Clauses” shall mean the clauses in Appendix 1 of this Developer Addendum.

7.4.2. CCPA. Where the Parties process Personal Data on behalf of their joint customer, the Parties serve as a Service Provider as defined in CCPA

Section 1798.140(v). Under those same circumstances, the joint customer is a Business as defined in CCPA Section 1798.140(c). As such, joint customer discloses Personal Data to the Parties solely for: (i) a valid business purpose; and (ii) the Parties to provide the services. Subject to their respective written agreements with the joint customer, the Parties are prohibited from: (i) selling or sharing Personal Data (as such terms are defined in the CCPA); (ii) retaining, using, or disclosing the Personal Data it collected pursuant to the respective agreement with the joint customer for any purpose, including retaining, using, or disclosing Personal Data for a commercial purpose, other than providing the services or as otherwise permitted by the CCPA; (iii) retaining, using, or disclosing the Personal Data it collected pursuant to the respective agreement with the joint customer outside the direct business relationship with the joint customer except as permitted by the CCPA; and (iv) combining Personal Data it collected pursuant to the respective agreement with the joint customer with Personal Data that it receives from or on behalf of another source, or that it collected from its own interactions with consumers, except where permitted by the CCPA. The Parties shall Process Personal Data in accordance with applicable provisions of the CCPA and provide the same level of privacy protection as required of Businesses by the CCPA. Each Party shall notify the other Party if it makes a determination that it can no longer meet its obligations under the CCPA with respect to its Processing of Personal Data, in which case upon such notice, such Party may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data. Under no circumstances envisioned in either this Developer Addendum or the respective joint customer agreement are the Parties considered to be a Third Party as defined in CCPA Section 1798.140(w).

8. FEES. Partner shall be liable for its own costs associated with the development of the Integration. Partner shall pay fees as set forth on the Fee Schedule (available at



www.icims.com/partner/gc). iCIMS may update any annual program fees, or any “per integration” fees in its sole discretion. All fees shall be due on a net thirty (30) day basis from the date of the invoice. If any invoices remain unpaid thirty (30) days past the due date, iCIMS may terminate the Integration for any and all integrated Subscribers, and/or terminate this Developer Addendum. Except as otherwise provided herein, all fees paid under this Developer Addendum are non-refundable.

9. REPRESENTATIONS AND WARRANTIES

9.1. Ownership and Non-Infringement. Partner represents and warrants that: (i) its performance under this Developer Addendum does not and will not infringe or violate any Intellectual Property Rights of any third parties; (ii) Partner is the sole and exclusive owner of the Partner Offering used in the performance of this Developer Addendum; and (iii) Partner has all rights necessary to grant the iCIMS the rights set forth in this Developer Addendum.

9.2. Standards and Purpose. Partner represents and warrants that its performance under this Developer Addendum shall: (i) be provided without material defect in material or workmanship, and consistent with or exceeding generally accepted industry practices and procedures; and (ii) be provided or performed through the use of reasonable care and in a timely, professional and workmanlike manner.

9.3. No Malicious Code. Partner represents and warrants that it will use commercially available software to detect and prevent any Partner Offering from containing any time bomb, worm, virus, lock, drop-dead device, or other similar component of software or electronically stored information that is intended in any manner to (i) damage, destroy, alter, or adversely affect the operation of software, hardware or a service in connection with which any Partner Offering is used, or (ii) reveal, damage, or alter the Subscription or any Subscriber Data, or any technology of or used by Subscribers.

9.4. Data Privacy. Partner represents and warrants that it shall notify all Subscribers with which Partner has a development agreement that Subscriber Data may be transmitted outside of Partner Services. Additionally, Partner represents and warrants that to the extent the Partner Services store, process or transmit Subscriber Data, neither Partner nor Partner Services will, without appropriate prior

Subscriber consent or except to the extent required by applicable law: (i) modify the content of Subscriber Data in a manner that adversely affects the integrity of that Subscriber Data; (ii) disclose Subscriber Data to any third party; or (iii) use Subscriber Data for any purpose other than providing application functionality to users of the Integration and/or Partner Services. Additionally, Partner represents and warrants that any storing, processing, or transmission of Subscriber Data by Partner will be in compliance with all laws, rules and regulations related to data privacy, including, without limitation, Regulation (EU) 2016/679 (“GDPR”) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations (“CCPA”), and that any agreement that Partner executes with a Subscriber shall contain all provisions required by the applicable data privacy law(s).

10. SURVIVAL. The Parties acknowledge and agree that Sections 5 (Analytics), Section 9 (Fees), and Section 10 (Representations and Warranties) shall survive termination or expiration of this Developer Addendum, as well as any provisions that by their nature should be understood to survive.

11. TERMINATION.

11.1. Either Party may terminate this Developer Addendum at any time without cause and for its convenience upon thirty (30) days’ prior written notice to the other Party.

11.2. The termination of this Developer Addendum shall not affect the termination of the Master Partner Agreement, or any other addendum, unless such termination notice explicitly terminates the Master Partner Agreement and/or other addendum. Upon expiration or termination of this Developer Addendum for any reason, 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. 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.

APPENDIX 1: STANDARD CONTRACTUAL CLAUSES

1. European Union and European Economic Area

In relation to transfers of Personal Data protected by the GDPR, the applicable Standard Contractual Clauses are the clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs"), completed as follows:

- . Module Three will apply;
- a. In Clause 7, the optional docking clause will apply;
- b. In Clause 9(a), Option 2 will apply, and the time period for prior notice of Sub-Processor changes shall be at least 30 days' prior written notice of the appointment of any new Sub-Processor, including the full details and the country or location of the Processing to be undertaken by the Sub-Processor
- c. In Clause 11(a), the optional language will not apply;
- d. In Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by the law of Ireland;
- e. In Clause 18(b), disputes shall be resolved before the courts of Ireland;
- f. Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex 1 to this Appendix 1, as applicable;
- g. Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Section 7.1 of the Developer Addendum; and
- h. Annex III of the Standard Contractual Clauses shall be deemed not applicable to this Agreement.

2. United Kingdom

In relation to transfers of Personal Data protected by the UK GDPR and for the purposes of localizing the Standard Contractual Clauses to UK law, the Parties agree to the following:

- a. "IDTA" means the International Data Transfer Agreement issued by the UK Information Commissioner's Office ("ICO") and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as modified by the ICO from time to time.
- b. For transfers from the UK that are not subject to an adequacy decision or exception, the Parties hereby incorporate the IDTA by reference and also enter into and agree to be bound by the Mandatory Clauses of the IDTA.
- c. Pursuant to Sections 5.2 and 5.3 of the IDTA, the Parties agree that the following information is relevant to Tables 1 – 4 of the IDTA and that by changing the format and content of the Tables neither Party intends to reduce the Appropriate Safeguards (as defined in the IDTA).
 - . Table 1: The Parties' details, key contacts, data subject contacts, and signatures are in the relevant Partner election Form, as applicable.
 - i. Table 2:
 - () The UK country's law that governs the IDTA is: England and Wales.
 - (a) The primary place for legal claims to be made by the Parties is: England and Wales.
 - (b) Either Party may be a data exporter or data importer under the Agreement, as applicable;
 - (c) The Data Importer represents and warrants that the UK GDPR does apply to its Processing of Personal Data under the Agreement.
 - (d) The relationship among the agreements setting forth data protection terms among the Parties is described in the Master Partner Agreement (for purposes of the IDTA they may be referenced as the "Linked Agreement").
 - (e) The duration that the Parties may process Personal Data is the period for which the Agreement is in force.
 - (f) The IDTA is coterminous with the Agreement. Neither Party may terminate the IDTA before the Agreement ends unless one of the Parties breaches the IDTA or the Parties agree in writing.
 - (g) "The Data Importer may transfer on the Personal Data to another organization or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data) of the IDTA.
 - (h) No specific restrictions other than any restrictions that apply under the Agreement and Section 16.1 of the IDTA apply to such onward transfers.



- (i) The Parties will review the Security Requirements listed in the Developer Addendum, and the extra protection clauses (if any), to this Agreement each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment
- ii. Table 3: The categories of Personal Data, Sensitive Data, Data Subjects, and purposes of Processing are described in Annex 1 to the Developer Addendum, as applicable. The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.
- iii. Table 4: The security measures adopted by the Parties are described in Section 7.1 of the Developer Addendum. The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.
- d. Pursuant to Part 2 (Extra Protection Clauses) of the IDTA, the Parties agree that Data Importer will adopt the technical and organizational measures set forth in Section 7.1 of the Developer Addendum.

3. Switzerland

In relation to transfers of Personal Data protected by the Swiss DPA, the EU SCCs will also apply in accordance with Section 1 above, with the following modifications:

- . Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA;
- a. References to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and
- b. References to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland, unless the EU SCCs, implemented as described above, cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA in which case the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner ("**Swiss SCCs**") shall instead be incorporated by reference and form an integral part of the Developer Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs shall be populated using the information contained in Annex 1 of the Standard Contractual Clauses (as applicable).

4. Other International Transfers of Personal Data

If: (i) the Standard Contractual Clauses are recognized under applicable data protection & privacy laws as an adequacy mechanism or other comparable instrument for the transfer of Personal Data originating in any country outside of the European Economic Area, Switzerland, and the United Kingdom (each an "**Additional Country**"); and (ii) Partner (or its Sub-Processor(s)) Process Personal Data originating from an Additional Country in a country that has not been found to provide an adequate level of protection under applicable data protection & privacy laws of such Additional Country, then the Parties agree that this Developer Addendum (including its Appendices) shall also apply mutatis mutandis to Partner's Processing of such Personal Data. Where applicable, references to EU Member State law or EU supervisory authorities in the Standard Contractual Clauses shall be modified to include the appropriate reference to the Additional Country's applicable Data Protection & Privacy Laws and supervisory authorities.



ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the Processing of Personal Data as required by data protection & privacy laws, including the information required for Annex I of the Standard Contractual Clauses, when applicable.

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: The entity identified as iCIMS in the Partner Election Form and/or Agreement, as applicable, and any applicable iCIMS affiliate, or the entity identified as Partner in the Partner Election Form and/or Agreement, as applicable.

Address: The address of iCIMS specified in the Partner Election Form and/or Agreement, as applicable, or the address of Partner specified in the Partner Election Form and/or Agreement, as applicable.

Contact person's name, position, and contact details: The name, position, and contact details of iCIMS' contact person specified in the Partner Election Form and/or Agreement, as applicable, or the name, position, and contact details of Partner's contact person specified in the Partner Election Form and/or Agreement, as applicable.

Activities relevant to the data transferred under these Clauses:

Either Party's transferring of Personal Data as directed by the Parties' joint customer, and any other Processing of Personal Data as further instructed by the Parties' joint customer in its use or receipt of the services.

Signature and date: The signature and date set forth in the Partner Election Form and/or Agreement shall be deemed the signature and date applicable here.

Role (controller/processor): iCIMS is the Processor with respect to the products and services iCIMS provides to its customers. Partner is the Processor with respect to the products and services Partner provides to its customers.

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: The entity identified as iCIMS in the Partner Election Form and/or Agreement, as applicable, and any applicable iCIMS affiliate, or the entity identified as Partner in the Partner Election Form and/or Agreement, as applicable.

Address: The address of iCIMS specified in the Partner Election Form and/or Agreement, as applicable, or the address of Partner specified in the Partner Election Form and/or Agreement, as applicable.

Contact person's name, position, and contact details: The name, position, and contact details of iCIMS' contact person specified in the Partner Election Form and/or Agreement, as applicable, or the name, position, and contact details of Partner's contact person specified in the Partner Election Form and/or Agreement, as applicable.

Activities relevant to the data transferred under these Clauses:

Either Party's transferring of Personal Data as directed by the Parties' joint customer, and any other Processing of Personal Data as further instructed by the Parties' joint customer in its use or receipt of the services.

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Signature and date: The signature and date set forth in the Partner Election Form and/or Agreement shall be deemed the signature and date applicable here.

Role (controller/processor): iCIMS is the Processor with respect to the products and services iCIMS provides to its customers. Partner is the Processor with respect to the products and services Partner provides to its customers.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

iCIMS or Partner may provide Personal Data by or through the services, the extent of which is determined and controlled by the parties' joint customer, and which may include, but is not limited to the following categories of data subjects:

- Prospects, customers, vendors, and partners of either Party
- Employees or contact persons of either Party's prospects, customers, vendors, and partners
- Employees, agents, advisors and contractors of either Party
- Either Party's users authorized use the services

Categories of personal data transferred

iCIMS or Partner may provide Personal Data by or through the services, the extent of which is determined and controlled by the parties' joint customer, and which may include, but is not limited to the following categories of Personal Data:

- First and Last Name
- Title
- Position
- Employer
- Contact Information (email, phone, address)
- Personal Life Data
- Professional Life/Work History Data
- Racial/Ethnic Origin
- Unique Personal Identifier
- Online Identifier
- Internet Protocol Address
- Geolocation Data
- Internet or Other Similar Network Activity

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

iCIMS or the Partner may provide special categories data by or through the services, the extent of which is determined and controlled by the Party's joint customer. If applicable, each Party agrees that it has reviewed and assessed the restrictions and safeguards applied to the special categories of Personal Data, including the measures described in Section 7.1 of the Developer Addendum, and has determined that such restrictions and safeguards are sufficient.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).



iCIMS and the Partner transfer personal data to each other via the services on a continuous basis in accordance with the frequency of the services' use by the Party's joint customer.

Nature of the processing

Each Party will Process Personal Data as necessary to perform the services pursuant to the Agreement, and as further instructed by the Party's joint customer in its use of the services.

Purpose(s) of the data transfer and further processing

Personal Data will be transferred and further processed for the purposes of enabling the Party's joint customer to use or receive the services in accordance with its agreement with iCIMS and/or the Partner.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal Data is retained in accordance with any retention periods configured by the Party's joint customer via the services, or if such retention periods are not configured, in accordance with the joint customers' respective agreements with iCIMS and the Partner.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Not applicable.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

An Coimisiún um Chosaint Sonraí / Data Protection Commission (Ireland)