



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. “Net ARR” shall mean the total recurring fees for the first year of a Qualified Contract, exclusive of any one-time fees, and taxes.

1.2. “Net New ARR” shall mean the calendar year-to-date aggregate of new Net ARR, excluding any renewing Subscribers, as well as (i) the annual recurring revenue value of any newly contracted Subscriber under any applicable agreement for the purchase of any new integration(s) not already included in a Qualified Contract, and (ii) the Net ARR of any Subscriber contracted by iCIMS due to Partner Advocacy not already included in an otherwise Qualified Contract.

1.3. “Partner Advocacy” shall mean the following activities, provided that all of the following criteria have been met: (i) iCIMS confirms Partner Advocacy in writing; (ii) Partner Advocacy activities are performed on a Qualified Opportunity (as defined below) or for Partner’s current subscriber or customer; and (iii) at least two (2) of the following actions, or other actions as may otherwise be acceptable by iCIMS, are performed and documented in an email from Partner to iCIMS: (a) guiding or instructing employees of a Qualified Opportunity that did not have a previous relationship with iCIMS; (b) providing

insights as to the needs and objectives, selection criteria, decision-making process and/or process roadblocks in relation to the Qualified Opportunity of which iCIMS was not aware; (c) discussing the value and differentiators of the Subscription with members of the Qualified Opportunity; (d) outlining the organizational or reporting structure of a Qualified Opportunity or of a current Subscriber; (e) providing insight as to an effective sales strategy and feedback as to iCIMS’ position as it relates to the Qualified Opportunity or current Subscriber; (f) providing assistance on proposal development, pricing, and budget assessment of a Qualified Opportunity on behalf of iCIMS to Partner’s current subscriber or customer; (g) participating in demonstrations for Qualified Opportunities; and/or (h) participating in business impact studies or return on investment (ROI) analysis for Qualified Opportunities.

1.4. “Qualified Contract” shall mean any written agreement between iCIMS and a Qualified Opportunity that: (i) relates to the subject matter of the Qualified Opportunity Form in which the Qualified Opportunity is named; and (ii) is duly executed by iCIMS and the Qualified Opportunity within twelve (12) months after the date that



iCIMS has approved the Qualified Opportunity.

- 1.5. **“Qualified Opportunity Form”** shall mean a submission entered by Partner at <http://partners.icims.com/>. iCIMS may update the URL by which the Qualified Opportunity Form may be submitted and the format and content required therein by providing Partner reasonable notification of such update.
- 1.6. **“Referral Payment”** shall mean the percentage, as determined by Partner’s tier in the Tiers and Categories Schedule available at www.icims.com/partner/gc, as of the date of final execution of the applicable Qualified Contract, multiplied by the Net ARR received for such Qualified Contract.
- 1.7. **“Tier Status”** shall mean the Partner level that a Partner has reached based on Net New ARR. Tier Status levels may be adjusted from time to time in iCIMS’ sole discretion, and may be found in the Tiers and Categories Schedule available at <https://www.icims.com/partner/gc/>.

2. REFERRALS

- 2.1. During the Term, Partner may market and promote the Subscription to prospective iCIMS subscribers. Partner shall submit a Qualified Opportunity Form for each Qualified Opportunity as defined below. For all Qualified Opportunities that convert to Qualified Contracts (other than Qualified Opportunities that are rejected by iCIMS), provided that the Parties have duly executed this Referral Addendum in advance of the execution of the Qualified Contract, iCIMS shall make payments in accordance with the terms of this Referral Addendum.
- 2.2. **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

Qualified Opportunity or other party that would give rise, or could reasonably be expected to give rise, to any claim or cause of action against iCIMS.

- 2.3. **iCIMS Restrictions.** In the event that iCIMS rejects a Qualified Opportunity, iCIMS shall not pursue that prospective subscriber for six (6) months after rejecting such Qualified Opportunity, unless the reason for the rejection is that iCIMS has already identified the Qualified Opportunity directly, or through another referral or reseller Partner.
 - 2.4. **Reservation of Rights.** iCIMS reserves the right to reject a Qualified Opportunity Form in its sole discretion and may be given for any reason or no reason at all.
- ## 3. QUALIFICATIONS
- 3.1. **Partner Tier Status.** Partner’s Tier Status shall be determined based on Net New ARR. For Partners that executed an iCIMS Master Partner Agreement prior to January 20, 2020 (“Prior Partner Agreement”), the Master Partner Agreement referenced on the Partner Election Form and this Referral Addendum supersedes and replaces the prior Partner Agreement(s). Notwithstanding the foregoing, Partner’s existing Tier Status shall not be affected, but may be subject to future adjustments as provided herein.
 - 3.2. **Referral Payments.** Partner shall be eligible to receive a Referral Payment when all of the following requirements are met (a **“Qualified Opportunity”**): (i) Partner completes and submits a Qualified Opportunity Form regarding a prospective Subscriber; (ii) iCIMS approves or accepts in writing the prospective subscriber as a Qualified Opportunity; (iii) Partner introduces iCIMS to the appropriate contact at the prospective subscriber; and (iv) Partner cooperates actively with iCIMS and the prospective subscriber as needed in subsequent meetings and discussions regarding the purchase.
 - 3.3. **Additional Benefits.** iCIMS will provide such additional benefits as outlined in, and subject to the requirements provided in, the Tiers and Categories Schedule during the Term; provided however, the Parties



agree and acknowledge that such additional benefits (for clarity other than the Referral Payment) are provided at iCIMS's sole election as additional incentives under the terms hereof and may be discontinued, changed, or provided subject to additional restrictions at any time and without prior notice at iCIMS' sole discretion. Partner will receive benefits of their category, as provided in the Tiers and Categories Schedule available at <https://www.icims.com/partner/gc>, beginning on the day they first achieve all requirements for that category, and through the next subsequent calendar year.

3.4. **Maintenance of Tiers.** Partner must maintain its Tier Status to continue to receive the associated benefits with that tier by referring Qualified Opportunities that convert into Qualified Contracts that contribute the necessary Net New ARR before the end of each calendar year. At the end of each calendar year, Partner's Tier Status will be increased or decreased depending on the Net New ARR Threshold the Partner achieves and, Partner's Tier Status will be adjusted to the appropriate tier based on the Net New ARR contributed in the prior calendar year.

3.5. **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 Qualified Contract other than the amounts of fees to be charged under the Qualified Contract for the purpose of calculating the Referral Payment and establishing the Partner's Tier under this Referral Addendum.

4. PAYMENTS.

4.1. **Payment.** Referral Payments shall be paid for all applicable Qualified Contracts within thirty (30) days of the end of each calendar quarter following receipt of each applicable Net ARR payment from a Qualified Contract. 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.

4.2. **Exclusions.** No Referral Payment shall be paid to Partners for Qualified Opportunities that are: (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.

4.3. **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 Opportunities that result in a Qualified Contract, provided the Qualified Opportunity 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 for any other reason, no Referral Payments shall be due or owed to Partner as of the date of such termination.

5. **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.

6. **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.
7. **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.

8. **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.
9. **Termination and Effect of Termination.**
 - 9.1. 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.
 - 9.2. 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.