



## ICIMS ARTIFICIAL INTELLIGENCE ADDENDUM

Subscriber has ordered products, solutions, modules or services from iCIMS, Inc. (“iCIMS”) under one or more Order Forms signed by iCIMS and Subscriber. Each Order Form is subject to and governed by the Subscription Agreement entered into by iCIMS and Subscriber (the “**Subscription Agreement**”). Certain features or components of the Subscription use or contain AI Services (as defined below). Subscriber and iCIMS hereby enter into this Artificial Intelligence Addendum (the “**AI Addendum**”) to the Agreement for the purpose of incorporating certain terms and conditions into the Agreement solely with respect to the AI Services, as follows:

1. **EFFECT OF ARTIFICIAL INTELLIGENCE ADDENDUM.** Solely with respect to AI Services, this AI Addendum is incorporated into and made part of the Subscription Agreement. Except as applicable to AI Services, this AI Addendum does not modify or amend the Subscription Agreement. Subscriber acknowledges and agrees that this AI Addendum may be updated from time to time as iCIMS develops new AI Systems and/or AI Services, and that any new terms and conditions that relate to such new AI Systems shall be applicable to Subscriber, to the extent Subscriber purchases, enables, or uses new AI Services.
2. **DEFINITIONS.** All capitalized terms not defined herein have the meaning ascribed to them in the then-current Subscription Agreement found at [www.icims.com/gc](http://www.icims.com/gc). Notwithstanding anything to the contrary in the Subscription Agreement, the capitalized terms below shall have the following meanings solely as applicable to the AI Services.
  - a. “**AI Service**” means any solutions, applications, modules or features within the Subscription that contain an AI System.
  - b. “**AI System**” means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
  - c. “**Input**” means the data entered by a user for the purpose of using the AI Service, including creating content.
  - d. “**Output**” means the content that is generated from an AI Service based on an Input including, but is not limited to, predictions, recommendations, summaries or suggestions.
  - e. “**Prompt**” means an instruction or set of instructions to provide information into an AI Service.
3. **ARTIFICIAL INTELLIGENCE CATEGORIES.**
  - a. **Agentic AI.** Some AI Services may employ the use of AI Systems which allows such system (sometimes referred to as an agent) in a given environment to make decisions and act autonomously to achieve goals, with limited human supervision, and which improve performance through self-learning and reinforcement learning methods.
  - b. **Assistive AI.** Some AI Services may employ the use of AI Systems through a set of algorithms and models in order to provide insights and recommendations, to analyze data, or to help search and organize or filter results based on text.
  - c. **GenAI.** Some AI Services may employ the use of AI Systems that can generate and create content.
4. **INTELLECTUAL PROPERTY RIGHTS.**
  - a. **IP in AI Systems and AI Services.** iCIMS and its licensors retain ownership of and reserve all Intellectual Property Rights in or related to the AI Systems and AI Services which shall be deemed iCIMS IP. iCIMS does not convey to Subscriber or its Affiliate or User any Intellectual Property Right in any iCIMS IP except for the non-exclusive right to use the Subscription, Documentation and iCIMS Content as set forth in this Agreement.
  - b. **IP in Inputs.** Inputs are deemed Subscriber Data. Notwithstanding anything to the contrary in the Agreement, Subscriber hereby grants iCIMS a nonexclusive, worldwide, irrevocable, sublicensable, royalty free and fully paid-up right to use Inputs for providing the AI Services and for related purposes as provided herein, including training, benchmarking, developing, and improving the Subscription and AI Services. Subscriber acknowledges and agrees that any Input provided into a Prompt may be shared with iCIMS’ third-party contractors for the purpose of providing the AI Service.
  - c. **IP in Outputs.** Subscriber acknowledges and agrees that Outputs may not be unique to Subscriber, its Affiliates or its Users, and Outputs are not deemed iCIMS Content. Notwithstanding the foregoing, as between Subscriber and iCIMS, Subscriber shall own all IP rights in any Outputs, only to the extent such Output is protectable under applicable intellectual property law, and only to the extent such Output is not protectable by a third party’s pre-existing ownership of the Output. Subscriber hereby grants iCIMS a nonexclusive, worldwide, irrevocable, perpetual, sublicensable, royalty free and fully paid-up right to use Outputs for training, benchmarking, developing, and improving the iCIMS Subscription.
5. **SUBSCRIBER RESPONSIBILITIES.** Subscriber is solely responsible for any configuration of the AI Services and any Inputs, electronic forms, materials, communications, content and processes provided by or selected by Subscriber or its Affiliate or User for use in or in connection with the AI Services and/or the Subscription. Subscriber is solely responsible for any use of the AI Services and the Outputs by Subscriber or its Affiliate or User, including any recruiting, hiring or employment-related process, action or decision, and shall ensure that any disclosure of any Input, use of any Output, and all processes, actions and decisions do not violate any law or regulation, including providing or obtaining any required notices or consents. Subscriber shall independently evaluate all Outputs, recommendations, suggestions, and analysis through human review before using or relying on them, and shall ensure they are not used to replace discretionary decision making. Subscriber shall not provide any Confidential Information, or any Input that violates the Intellectual Property Rights of any third party, into a Prompt. Subscriber acknowledges and agrees that any Output, recommendation, suggestion, explanation, or analysis provided by the AI Services is for informational purposes only. Subscriber acknowledges and agrees that neither Inputs nor Outputs shall be deemed Confidential Information of Subscriber.
6. **REPRESENTATIONS AND WARRANTIES.** iCIMS represents that the AI Systems developed by iCIMS and incorporated and deployed as part of the Subscription have been designed and built in accordance with iCIMS’ Responsible AI Principles (that may be accessed at <https://www.icims.com/gc/>), which are based upon the Organisation for Economic Co-operation Development’s (OECD) AI Principles and High-Level Expert Group’s (HLEG) AI



principles. iCIMS shall maintain policies and procedures to help ensure that the AI Services in the Subscription adhere to the iCIMS Responsible AI Principles.

7. **DISCLAIMERS.** ALL WARRANTY EXCLUSIONS, DAMAGE THEORY EXCLUSIONS, AND LIABILITY LIMITATIONS SET FORTH IN THE SUBSCRIPTION AGREEMENT APPLY FULLY TO THE AI SERVICES AND ANY MATTER RELATED THERETO OR ARISING UNDER THIS AI 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 AI SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT BETWEEN THE PARTIES, IN NO EVENT WILL THE LIMITATION OF LIABILITY SET FORTH IN ANY SUCH AGREEMENT APPLY TO ANY OF SUBSCRIBERS' RESPONSIBILITIES SET FORTH IN SECTION 5 ABOVE.
  
8. **INDEMNIFICATION.** Subscriber shall defend iCIMS and its Affiliates, 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 for which Subscriber is responsible under Section 5 of this AI Addendum (a "Subscriber Indemnified Claim"), and indemnify each iCIMS Indemnitee against any damages, attorneys' fees, or other costs awarded against it in connection with a Subscriber Indemnified Claim.