

Customer Terms and Conditions

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING AND/OR LOGGING INTO THE PORTAL, OR USING THE PRODUCTS OR SERVICES DESCRIBED IN THE ORDER FORM YOU ARE ACKNOWLEDGING YOU ARE A USER AS DEFINED IN THE SUBSCRIPTION AGREEMENT AND ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS FOUND THEREIN. ALL CONTENT, TRAINING, SUPPORT AND INFORMATION MATERIALS PROVIDED IN THE ICIMS ACADEMY SHALL BE DEEMED ICIMS CONTENT AND SHALL MAINTAIN ALL THE PROTECTIONS PROVIDED IN THE SUBSCRIPTION AGREEMENT.

Partner Terms and Conditions

PLEASE READ THESE PARTNER TRAINING TERMS CAREFULLY. BY ACCESSING AND/OR LOGGING INTO THE PARTNER PORTAL, THE PARTNER ACADEMY, OR USING THE PRODUCTS OR SERVICES DESCRIBED IN THE MASTER PARTNER AGREEMENT, ADVISOR PROGRAM ADDENDUM, OR RELATED MATERIALS, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

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](#) and [Advisor Program Addendum](#), including all Partner Election Forms, policies and exhibits incorporated therein by reference between the Parties for the Term (collectively the “Agreement”). In addition to the Agreement, the terms and conditions below, shall govern your access and use of iCIMS learning managing system (the “Partner Academy”). For clarity, the Partner Academy and all content provided therein are deemed iCIMS Materials. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. From time to time, iCIMS may modify these Partner Training Terms. Unless iCIMS specifies otherwise, the changes become effective upon posting of the updated Partner Training Terms.

1. USE OF ICIMS ACADEMY

Partner shall not knowingly, or allow its Users to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or iCIMS, or interfere with another party’s use of the Partner Academy; (ii) publish, ship, distribute or disseminate any harmful, infringing, fraudulent, tortious, or unlawful material or information (including any unsolicited commercial communications); (iii) misrepresent, or in any other way falsely identify, the Partner’s identity or affiliation, including through impersonation or altering any technical information in communications in the Partner Academy; (iv) knowingly transmit or upload any material through the Partner Academy containing viruses, trojan

horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing iCIMS, or any other person's or entity's, network, computer system, or other equipment; (v) interfere with or disrupt the Partner Academy, networks or servers connected to the iCIMS systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Partner Academy; (vi) attempt to gain unauthorized access to the Partner Academy, other iCIMS customers' computer systems or networks through any means; (vii) copy, modify or create derivative works or improvements of the Partner Academy; (viii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Partner Academy, in whole or in part; (ix) bypass or breach any security device or protection used by the Partner Academy or access or use the Partner Academy other than through the use of then valid access credentials; (x) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights notices from iCIMS Materials or the Partner Academy; or (xi) access or use the Partner Academy for purposes of the development, provision or use of a competing software service or product.

2. PARTNER ACCOUNT

iCIMS will provide the Partner and its Users with a Partner Academy account in order to access the iCIMS Materials. Partner shall ensure that each User is a unique person. Partner is fully responsible for all activities performed on or through its account by its Users. Partner and its Users shall: (a) provide true, accurate, current and complete information as prompted by the registration form (the "Registration Data"), (b) maintain and promptly update the Registration Data to ensure the information is true, accurate, current and complete, (c) promptly, and without undue delay, inform iCIMS of any confirmed or reasonably suspected unauthorized use of an account or any other breach of security, and (d) endeavor to exit from the account at the end of each work session. iCIMS undertakes no obligation to verify the Registration Data provided by the Partner or its Users. iCIMS may at its sole discretion at any time suspend or terminate Partner or its Users access to the Partner Academy.

3. PASSWORD CONFIDENTIALITY

Unless Partner or its Users are using the single sign on capability, Partner and each of its Users that access the Partner Academy must choose a password when registering. Partner and its Users are responsible for maintaining the confidentiality of their password. Partner is ultimately fully responsible for all activities that occur by each of its Users that utilize the Partner Academy. Partner acknowledges and agrees that iCIMS shall not be liable for any loss that the Partner may incur as a result of someone else using a password that has been assigned to or obtained by the Partner or its Users. Partner shall be liable and responsible for any unauthorized access or misuse of the Partner Academy by any of its Users.

4. WARRANTY DISCLAIMER

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE ICIMS ACADEMY IS PROVIDED ON AN "AS-IS" BASIS. ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING AT COMMON LAW, OR OTHERWISE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE ICIMS MATERIALS, THE ICIMS ACADEMY AND ANY SERVICES PROVIDED UNDER THE AGREEMENT.

WITHOUT WAIVING THE GENERALITY OF THE FOREGOING, ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, DATA OR SYSTEM INTEGRITY, AVAILABILITY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR THAT THE SUBSCRIPTION WILL PERFORM WITHOUT INTERRUPTION OR ERROR FREE, AND ANY WARRANTY REGARDING SUBSCRIBER'S USE OF THE ICIMS ACADEMY, DATA OR INFORMATION ACCESSIBLE THEREFROM, ANY DECISION MADE USING THE ICIMS ACADEMY, UNAUTHORIZED ACCESS TO THE ICIMS ACADEMY, OR USER'S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE ICIMS ACADEMY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ICIMS MAY MAKE CHANGES TO THE ICIMS ACADEMY FROM TIME TO TIME, OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES SHALL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR LIABILITY OF ICIMS.

5. SUPPORT

If you have any support inquiries regarding the Partner Academy, please see our online support resources available at <https://academy.icims.com/learn/signin>.