

## iCIMS Advocate Program Agreement

PLEASE READ THIS ICIMS ADVOCATE PROGRAM AGREEMENT CAREFULLY. BY SIGNING UP, CHECKING THE "I AGREE" BOX, OR PARTICIPATING IN THE PROGRAM, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT. WE MAY REVISE AND UPDATE THESE TERMS AND CONDITIONS FROM TIME TO TIME IN OUR SOLE DISCRETION.

These iCIMS Advocate Program ("Program") terms and conditions ("Agreement") are made by and between iCIMS, Inc., ("iCIMS") and registered members of the iCIMS Advocate Program ("Advocate").

1. **ELIGIBILITY.** This Program is open to Advocate(s) who are age 18 years or older at the time of registration and that are employees of organizations that have an agreement with iCIMS for SaaS Services or Subscription Services. This Program is not open to: (1) employees of iCIMS or its parent/subsidiaries, agents or affiliates ("iCIMS Employees"); (2) employees of iCIMS vendors ("Vendor Employees"); (3) the immediate family members or members of the same household of any iCIMS Employees or Vendor Employees; (4) anyone professionally involved in the development or administration of this Program or iCIMS products; (5) employees of governments and government contractors; or (6) any employee whose employer's policies, guidelines or regulations do not allow participation in the Program or acceptance of the reward(s). Advocate represents and warrants that its participation in the Program shall not create a conflict of interest between iCIMS, Advocate and Advocate's employer. This Program is not offered to individuals located in any country and jurisdictions where it would be prohibited or restricted by law.
2. **HOW TO PARTICIPATE.** To participate in the Program, please reach out to [advocates@icims.com](mailto:advocates@icims.com), accurately and truthfully complete the online registration form, agree to the terms and conditions of this Agreement.
3. **REWARDS.** Subject to the terms and conditions of this Agreement, and once confirmed by iCIMS, Advocate will be able to accrue "points" that can be redeemed for reward(s). To redeem your rewards you may do so at [https://icims.influitive.com/users/sign\\_in](https://icims.influitive.com/users/sign_in). Rewards can be redeemed at various points amounts and in limited quantities. No substitution, assignment, transfer, or cash redemption of any points or reward is allowed. iCIMS reserves the right to substitute a reward with another reward of equal or greater value should the selected reward become unavailable for any reason. If Advocate is unable to participate in or accept a reward or any portion of a reward for any reason, iCIMS shall have no further obligation to Advocate. iCIMS will not replace any lost or stolen rewards after redemption by Advocate. In no event will iCIMS be responsible for fulfilling more than the stated number of rewards. Advocate acknowledges and agrees that rewards are available in limited quantities and reward type and availability are subject to change at any time in iCIMS' sole discretion. iCIMS shall have no obligation or liability to Advocate for any changes made to reward type or availability. Any disputes concerning rewards will not affect any obligations Advocate or Advocate's employer may have to iCIMS.
4. **PROGRAM CONDITIONS.** This Program is subject to applicable federal, state and local laws. By participating in the Program, Advocate agrees: (a) to be bound by this Agreement and the decisions of iCIMS, which shall be final and binding; (b) to waive any right to claim ambiguity in the Program or these terms and conditions, except where prohibited by law; (c) any taxes that may be owed due to Advocate's redemption of a reward shall be the sole responsibility

of Advocate; and Advocate may be issued an IRS Form 1099 or other tax documentation; (d) use of any automated entry device or software is prohibited; and (e) creation or use of multiple accounts for registration or participation in the Program is prohibited. To the extent the Program uses or requires functionality of any third-party website (e.g., social media sites or platforms that enable broad communications, collaboration and/or posting of videos), Advocate understands that the Program is not sponsored by such third parties, and further agrees to follow the policies and terms and conditions pertaining to such websites and platforms, as applicable. iCIMS reserves the right to disqualify Advocate if Advocate is found to be tampering with the reward process or the operation of the Program or violating this Agreement, and reserves the right to cancel Advocate's participation in the Program should it suspect fraud or for reasons out of the control of iCIMS. Advocate is solely responsible for compliance with the terms of this Agreement, any applicable laws, rules and regulations, contractual limitations and/or office or company policies, if any, regarding Advocate's participation in the Program or redemption and acceptance of Program rewards; and by entering this Program, Advocate confirms that they are not in violation of any of the foregoing and has obtained the consent of their employer to participate, if required. If Advocate is not permitted to accept any redeemed reward, then Advocate may return such reward to iCIMS; and iCIMS will provide a pre-paid shipping label, as appropriate.

5. **WARRANTIES AND LIMITATIONS.** By participating in the Program, Advocate agrees to release and hold harmless iCIMS and its directors, employees, officers, licensees, licensors and agents, and any person or entity associated with the administration of the Program (collectively, the "Released Parties"), from and against any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death and damage to property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of a reward, or their participation in the Program or reward related activity. Each Advocate acknowledges that the Released Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any reward or the Program.

None of the Released Parties are responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable entries due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Program; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Program; or (e) technical or human error which may occur in the administration of the Program or the processing of entries.

**ICIMS DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER, EXPRESS, IMPLIED, STATUTORY, ARISING AT COMMON LAW, OR OTHERWISE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT; AND ADVOCATE ACCEPTS THE REWARD "AS IS." ALL COSTS AND EXPENSES ARE SOLELY ADVOCATE'S RESPONSIBILITY. ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF ADVOCATE FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, ICIMS RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

6. **TERMINATION.** Subject to applicable law, iCIMS reserves the right, in its discretion, to (a) cancel, terminate, modify or suspend this Program and this Agreement, for any reason, at any

time, and without any liability, and (b) limit or restrict participation in the Program, upon notice to Advocate's email address iCIMS has on file.

7. **PUBLICITY.** Advocate acknowledges and agrees that iCIMS may use the Program for publicity, advertising or other marketing purposes in any media, and may use the name, likeness, and state of residence and/or reward information of potential Advocate as part of that publicity, without additional compensation to the potential Advocate.
8. **COMPUTER, INTERNET, AND PROGRAM ADMINISTRATION.** iCIMS is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by iCIMS on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If for any reason the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in iCIMS' sole determination, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Program, iCIMS reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Program. If the Program is cancelled for any reason, iCIMS will provide notice to the Advocate, which such notice may be delivered by email. If the Program is terminated or cancelled, any points an Advocate has shall immediately expire.
9. **PRIVACY.** Any personal information collected by iCIMS will be used for the administration of the Program and in accordance with iCIMS Privacy Notice that can be found here at <https://www.icims.com/legal/privacy-notice-website/>.
10. **CONFIDENTIAL INFORMATION.** In connection with the Program, Advocate may receive confidential iCIMS information. Advocate shall hold as confidential and shall not use or disclose, or permit others to use or disclose any confidential information identified as such in writing or orally by iCIMS or information which Advocate knows or has reason to know is confidential, proprietary or trade secret information of iCIMS.
11. **LAW AND FORUM.** This Agreement is governed by, and will be construed in accordance with, the laws of the State of New York without regard to its conflict of law provisions. Any lawsuit related to this Agreement or its subject matter will be heard only in the federal or state courts located in the State of New Jersey or the U.S. District Court for the District of New Jersey, and the Parties hereby submit to the personal jurisdiction of and venue in those courts.
12. **FORCE MAJEURE.** iCIMS shall not be liable for any delay or failure in performance whatsoever due to Acts of God, earthquakes, shortages of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences. The obligations and rights of iCIMS shall be extended on a day-to-day basis for a period of time equivalent to the period of the delay.
13. **NO WAIVER.** No waiver of rights under this Agreement by either party shall constitute a waiver of this or any other right under this Agreement.

14. **SEVERABILITY**. In the event that any term of this Agreement becomes or is declared illegal by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
15. **SURVIVAL**. Sections 3, 4, 5, 8, 10, 14 and any rights and obligations which by their nature should survive termination or expiration, shall survive the termination or expiration of this Agreement.
16. **NO AGENCY**. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
17. **ENTIRE AGREEMENT**. This Agreement is the entire agreement between the Advocate and iCIMS concerning the subject matter hereof and replaces any prior oral or written communications between the parties. NOTHING IN THIS AGREEMENT SHALL AMEND OR MODIFY ANY PROVISION OF THE AGREEMENT BETWEEN ICIMS AND ADVOCATE'S EMPLOYER.