

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT NO. 2 TO iCIMS, INC.'S SUBSCRIPTION AGREEMENT
AND RENEWAL ORDER FORM**

THIS AMENDMENT NO. 2 ("Amendment No. 2") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and iCIMS, Inc., ("iCIMS"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

RECITALS

WHEREAS, the parties previously entered into the Amendment 1 to the Subscription Agreement and Renewal Order Form on or about November 6, 2018, (collectively the "Agreement"), attached hereto as Exhibit 1 and incorporated herein for all purposes. County and iCIMS desire to amend said Agreement as set forth below:

I. Amendments

- A. **Term.** The Agreement is hereby renewed and is effective October 1, 2020, and shall expire no later than September 30, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
- B. **Scope of Services.** Subject to the terms of the Agreement and this Amendment No. 2, iCIMS shall render products and/or services to County as described in iCIM's Renewal Order Form, attached as Exhibit 2, and incorporated by reference as if set forth herein verbatim.
- C. **Limit of Appropriation.** iCIMS's fees shall be calculated at the rates set forth in the attached Exhibit 2. The Limit of Appropriation for the performance of services within the scope of services described in Exhibit 2 is \$124,212.16. In no event will the amount paid by the County for all services under this Exhibit 2 exceed this Limit of Appropriation without an amendment executed by the parties. iCIMS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$124,212.16, specifically allocated to fully discharge any and all liabilities County may incur. iCIMS does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that iCIMS may become entitled to and the total maximum sum that County may become liable to pay to iCIMS shall not under any conditions, circumstances, or interpretations thereof exceed \$124.212.16.
- D. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ICIMS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
- E. **Public Information Act.** iCIMS expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any



information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by iCIMS shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

- F. **Severability.** If any provision of Amendment No. 2 is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of Amendment No. 2 for each party remain valid, binding, and enforceable.
- G. **Modification.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- H. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

(Execution Page Follows)

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IN WITNESS WHEREOF, Amendment No. 2 is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood Amendment No. 2. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

ICIMS, INC.

KP George
County Judge

DocuSigned by:

87D514B83FE440F...
Authorized Agent – Signature

Date

Michael Pastore

Authorized Agent- Printed Name

ATTEST:

Sr. Director, Sales Operations

Title

Laura Richard
County Clerk

10/6/2020 | 3:40:05 PM EDT

Date

REVIEWED:



Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Amendment 1 to the Subscription Agreement and Renewal Order Form executed by County and iCIMS on or about November 6, 2018; and

Exhibit 2: iCIM's Renewal Order Form



EXHIBIT 1





Fort Bend County

Renewal Order Form

CONTACT INFORMATION

Sold To Company:	Fort Bend County	Bill To Contact:	Robyn Doughtie
Sold To Address:	301 Jackson St., Suite 243 Richmond Texas 77469	Bill To Email:	robyn.doughtie@fortbendcountytexas.gov
Telephone #:	281-341-4574	Bill To Address:	301 Jackson St, Ste 243 Richmond Texas 77469-3108
Sales Representative:	Michael Hommell		

SUBSCRIPTION DETAILS

Subscription Period: 24 Months
Subscription Start Date: October 1, 2018
Effective Date: Last Date of Signature

Total Subscription Fees: \$75,050.00
Total One-Time Fees: \$0.00

Recurring Subscription Fees

Name	Description	Quantity
Recruit	For 2500 Employees: 1 Recruit Application with Social Distribution Module, 1 Full Access User, 2 Recruit Portals, Access to standard Recruit iForms Library, 1 Job Distribution Connector	1
Additional Full Access Users	Additional User access to purchased Subscriptions	4
Custom iForm	Customized electronic form for use within the iCIMS Talent Acquisition Suite exclusive of any standard iForms included with a purchased Subscription	1

One-Time Fees

Name	Description
Implementation Services (All Products)	Service Delivery details available at https://care.icims.com/s/implementation-services or as set forth in the SOW, as Applicable.

Total Contract Value: \$75,050.00

Initial Here:

ADDITIONAL SERVICES INCLUDED AT NO ADDITIONAL INVESTMENT

iCIMS SUPPORT SERVICES	Unlimited email and toll-free support as further detailed in our Support & Maintenance Policy available at www.icims.com/gc .	INCLUDED
iCIMS TRAINING PACKAGE	Unlimited access to Instructor-led eLearning Webinars, Quick Reference Guides, New Release and Product Trainings, Knowledge-Base Articles, and iCIMS Customer Care Site.	INCLUDED
SUBSCRIPTION UPDATES	Ongoing Updates to the Subscription as further detailed in iCIMS' Support & Maintenance Policy available at www.icims.com/gc . No additional fees apply to new iCIMS Platform versions.	INCLUDED

To view a list of iCIMS' standard iForms, please click here: [iCIMS iForms Library](#).



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Exhibit 1

iCIMS, Inc.

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101 Crawfords Corner Rd Suite 3-100, Holmdel, NJ 07733

10/25/2018



SUMMARY OF FEES

One Time Fees

Total One-Time Fees: \$0.00

Net Payment Terms: Net 30 Days

One-Time Fees Billing Plan:

All One-Time Fees are invoiced as of the Effective Date, and are payable upon receipt of invoice in accordance with the Net Payment Terms above.

Recurring Subscription Fees

Total Subscription Fees: \$75,050.00

Subscription Period: 24 Months

Subscription Start Date: October 1, 2018

Subscription End Date: September 30, 2020

Net Payment Terms: Net 30 Days

Billing Frequency: Annual

All recurring Subscription fees shall begin on the Subscription Start Date, are invoiced in advance per the Billing Frequency as set forth above, and are payable in accordance with the Net Payment Terms above.

Tiered Subscription Fees

Start Date	Total Fees by Tier	Duration (Months)
10-01-2018	\$36,609.39	12
10-01-2019	\$38,440.61	12
	\$75,050.00	

Initial Here:

ADDITIONAL CONTRACT TERMS

Prices are good through October 31, 2018.

All fees for the implementation of the subscriptions listed in the Recurring Subscription Section above are included in the One-Time Fees listed above, exclusive of any change requests or if specifically noted otherwise. Any additional implementation services or professional services will only be performed in the case of a separate Order Form between the parties.

Initial Here:



**SIGNATURES**

The parties by their authorized representatives execute this Order Form and make it a part of the Subscription Agreement between the parties, the terms of which are available at www.icims.com/gc as of the date hereof, as amended by Amendment 1 attached hereto. By remitting this signed Order Form back to iCIMS, Subscriber acknowledges that it has read and understood the Subscription Agreement and agrees to be bound by the terms and conditions set forth therein. Further, each party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Order Form and the Subscription Agreement on behalf of such party effective as of the effective date above.

iCIMS, Inc.**Subscriber: Fort Bend County****Signature:****Signature:****Name:****Name:****Title:****Title:****Date:****Date:****iCIMS GCO Initial:**

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iCIMS, Inc.

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101 Crawfords Corner Rd Suite 3-100, Holmdel, NJ 07733



10/25/2018



Amendment 1 to the Subscription Agreement

This Amendment 1 to the Subscription Agreement (“**Amendment 1**”) between iCIMS, Inc. (“**iCIMS**”) and Fort Bend County (“**Subscriber**”), (each a “**Party**”, and collectively, the “**Parties**”), effective as of the last date of signature below (“**Effective Date**”), shall be and hereby is incorporated into the mutually agreed upon Subscription Agreement found at www.icims.com/gc on the Effective Date (“**Agreement**”). By executing this Amendment 1, the Parties agree to and are bound by the terms and conditions set forth herein, and in the Agreement. In the event that any provision, term or condition of this Amendment 1 is inconsistent with or conflicts with a provision, term or condition of the Agreement, the provision, term or condition of this Amendment 1 shall control. Except those provisions, terms, and conditions amended herein (as set forth below), all the provisions, terms, and conditions of the Agreement shall continue to remain in full force and effect through the Subscription Period.

CHANGES TO THE SUBSCRIPTION AGREEMENT:

The Parties hereby agree to the following changes to the Agreement and to be bound by the following provisions, terms, and conditions, in addition to those in the Agreement that are not changed through this Amendment 1:

1. Amend Section 5.2 as follows:

After the last sentence, insert the following text:

“Notwithstanding the foregoing, if Subscriber provides iCIMS with a certificate regarding tax status of Subscriber certifying that Subscriber has received a ruling or determination letter(s) from the relevant tax authorities stating that it qualifies as an organization exempt from state and local sales and similar taxes, then Subscriber shall not be required to pay or reimburse to iCIMS taxes not applicable to Subscriber for so long as Subscriber maintains such qualification.”

2. Amend Section 5.4 as follows:

Strike the first sentence in its entirety and replace with the following text: “Late payments shall be governed by Chapter 2251 of the Texas Government Code. Further, if Subscriber fails to timely pay all undisputed invoices, then iCIMS may suspend all access to the Subscription by the Subscriber and all its Users upon notice to Subscriber.”

3. Add in its entirety a new Section 5.6 as follows:

5.6 Non-Appropriation. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement. Fort Bend County shall notify in writing and no later than September 15 of the applicable year all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal year for which appropriations were made, which shall be September 30 of such year, without penalty, liability, or expense to Fort Bend County. In the event of such termination, upon written request by iCIMS, Fort Bend County shall provide a letter by its Budget Director certifying that no funds or insufficient funds have been appropriated by Fort Bend County under this Agreement, consistent with the previous sentence.”

4. Amend Section 7.2 as follows:

At the end of the last sentence, insert the following text:

“As further detailed on iCIMS’s Incident Response Procedures, iCIMS shall notify the Subscriber as soon as practicable of any unauthorized or unlawful destruction, loss, alteration or disclosure of or access to the Subscriber Personal Information (as defined in iCIMS’s Data Security & Privacy Policy).”

5. Amend Section 8.4 as follows:

Strike Section 8.4 in its entirety and replace with the following text:

“**8.4 Subscriber Marks.** Subscriber grants iCIMS a non-exclusive, non-sublicensable right, during the Term, to use any Subscriber trademark,

service mark or tradename contained in the Subscriber IP or designated by Subscriber for use in the Subscription (the “Subscriber Marks”), to perform under this Agreement, and to identify Subscriber in iCIMS’ customer lists and iCIMS’ corporate website. iCIMS shall comply with Subscriber’s written guidelines for trademark usage provided reasonably in advance. Subscriber may revoke iCIMS’ right to use Subscriber Marks in customer lists and the iCIMS corporate website at any time by providing written notice to iCIMS, and in the event of such revocation, iCIMS will use commercially reasonable efforts to remove any prior use of Subscriber Marks in iCIMS’ customer lists and iCIMS’ corporate website, provided that Subscriber acknowledges iCIMS may be unable to remove or destroy all prior materials containing such uses despite its use of commercially reasonable efforts.”

6. Amend Section 10.2 as follows:

At the beginning of the first sentence, insert the following text: “To the extent allowed by law,”

7. Amend Section 12.1 as follows:

After the first sentence, insert the following text: “Subscriber shall be named as an additional insured to commercial liability coverage.”

8. Amend Section 13.9 as follows:

“13.9 Law and Forum. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County’s sovereign immunity. As required by Chapter 2270, Government Code, as of the Effective Date of this Agreement, iCIMS represents that to the best of its knowledge, it does not, and it will not, boycott the State of Israel during the Term of this Agreement, unless required by applicable law. As of the Effective Date of this Agreement, iCIMS represents pursuant to Section 2252.152 of the Texas Government Code, that to the best of its knowledge, iCIMS is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, 807.051 or Section 2252.153. If, at any time, iCIMS becomes listed on such listing of companies, Subscriber will notify iCIMS promptly so that iCIMS may take steps reasonably required to remove itself from such list. If iCIMS cannot remove itself from the list, Subscriber will have the right to terminate this Agreement immediately for convenience.”

[Signatures appear on next page]





IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 1 to be signed by duly authorized officers or representatives as of the date of last signature below.

iCIMS, Inc.

Signature:

Name:

Title:

Date:

IGC: Initial:

Date:

Fort Bend County

Signature:

Name:

Title:

Date:



Exhibit 1

EXHIBIT 2





Fort Bend County Renewal Order Form

CONTACT INFORMATION

Sold To Company:	Fort Bend County	Sales Representative:	John Cracchiolo
Bill To Address:	301 Jackson St Ste 243 Richmond, Texas 77469-3108	Sold To Address:	301 Jackson St Ste 243 Richmond, Texas 77469-3108
Bill To Contact:	Robyn Doughtie	Primary Contact:	Kent Edwards
Bill To Email:	robyn.doughtie@fortbendcountytexas.gov	Primary Contact Email:	kent.edwards@fortbendcountytexas.gov
Bill To Phone:		Primary Contact Phone:	+1(281)341-8631

SUBSCRIPTION DETAILS

Subscription Period: 36 Months
Subscription Start Date: October 01, 2020
Effective Date: Last Date of Signature

Total Subscription Fees: USD 124,212.16
Total One-Time Fees: USD 0.00
Currency: USD

Recurring Subscription Fees

Name	Description	Quantity
iCIMS Recruit	For 2500 Employees: iCIMS Recruit Application access for all employees within employee footprint, including necessary forms and portals	1.00

Total Contract Value: USD 124,212.16

ADDITIONAL SERVICES INCLUDED AT NO ADDITIONAL INVESTMENT

iCIMS SUPPORT SERVICES	Unlimited email and toll-free support as further detailed in our Support & Maintenance Policy available at www.icims.com/gc .	INCLUDED
iCIMS TRAINING PACKAGE	Unlimited access to Instructor-led eLearning Webinars, Quick Reference Guides, New Release and Product Trainings, Knowledge-Base Articles, and iCIMS Customer Care Site.	INCLUDED
SUBSCRIPTION UPDATES	Ongoing Updates to the Subscription as further detailed in iCIMS' Support & Maintenance Policy available at www.icims.com/gc . No additional fees apply to new iCIMS Platform versions.	INCLUDED

To view a list of iCIMS' standard iForms, please click here: [iCIMS iForms Library](#)



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9/29/2020





SUMMARY OF FEES

One Time Fees

Total One-Time Fees: USD 0.00

Net Payment Terms: Net 30 Days

One-Time Fees Billing Plan:

All One-Time Fees are invoiced as of the Effective Date, and are payable upon receipt of invoice in accordance with the Net Payment Terms above.

Recurring Subscription Fees

Total Subscription Fees: USD 124,212.16

Subscription Period: 36 Months

Subscription Start Date: October 01, 2020

Subscription End Date: September 30, 2023

Net Payment Terms: Net 30 Days

Billing Frequency: Annual

All recurring Subscription fees shall begin on the Subscription Start Date, are invoiced in advance per the Billing Frequency as set forth above and are payable in accordance with the Net Payment Terms above.

ADDITIONAL CONTRACT TERMS

Prices are good through September 30, 2020.

All fees for the implementation of the subscriptions listed in the Recurring Subscription Section above are included in the One-Time Fees listed above, exclusive of any change requests or if specifically noted otherwise. Any additional implementation services or professional services will only be performed in the case of a separate Order Form between the parties.

SIGNATURES

The parties by their authorized representatives execute this Order Form and make it a part of the Subscription Agreement previously agreed upon between the parties on or about November 6, 2018, as amended by Amendment 1 and Amendment 2 (collectively the "Agreement"), attached hereto. By remitting this signed Order Form back to iCIMS, Subscriber acknowledges that it has read and understood the Subscription Agreement and agrees to be bound by the terms and conditions set forth therein. Further, each party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Order Form and the Subscription Agreement on behalf of such party effective as of the effective date above.

iCIMS, Inc. DocuSigned by:

Signature:

Michael Pastore

87D511B83FE440F...

Name: Michael Pastore

Title: Sr. Director, Sales Operations

Date: 10/6/2020 | 3:40:05 PM EDT

Date:

GLO

GCO Initial:

Date: 10/6/2020 | 2:27:37 PM EDT

Subscriber: Fort Bend County

Signature:

Name:

Title:

Date:



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Exhibit 2

iCIMS, Inc.

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9/29/2020

