

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

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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](#).



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	

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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: Robert E. Hebert

Title:

Title: County Judge

Date:

Date: 11-6-2018

iCIMS GCO Initial:





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:

Fort Bend County

Signature:

Name: Robert E. Hebert

Title: County Judge

Date: 11/6/2018

Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

iCIMS, Inc.
HOLMDEL, NJ United States

Certificate Number:
2018-420050

Date Filed:
10/29/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
11/06/2018

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23203
HR Subscription

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)